

Policy Document

# *ARAG* Motor



# ARAG Motor

Please read this policy carefully and in full to familiarise yourself with our terms and conditions and how you can contact us if you are involved in an accident which is not your fault, as well as the:

- ✓ **Legal and tax advice helpline**
- ✓ **Consumer legal services website**
- ✓ **Claims procedure.**

If you are unsure about anything in this document please contact whoever you purchased your policy from.

## Make a claim

### Breakdown

**+34 918 288 074**

### Legal advice

**+34 934 857 438**

If you have a legal problem, we recommend you call our confidential legal advice helpline.

Legal advice is available between 9am and 9pm on weekdays (except bank holidays).

Our helplines are subject to fair and reasonable use. What is fair will depend on individual circumstances. However, if our advisors believe that you are using the helpline too often they will tell you. If following that warning, you do not reduce calls to a more reasonable level, we can refuse to accept further calls.

## Main benefits of Arag Motor

### Section 1 - Motor Breakdown Solutions

Provides vehicle roadside assistance and/or recovery by a local operator if your vehicle breaks down unexpectedly due to any of the following:

- an electrical or mechanical failure
- a flat battery
- a puncture
- damage caused by a collision or vandalism (if your motor insurance policy will not cover you for assistance).

### Section 2 - Motor Legal Solutions

- an event that damages your vehicle or injures or kills you or your passengers where another party is at fault
- defending a motor prosecution
- licence disputes
- contract disputes

### Section 3 - Guaranteed Replacement Car

Cover will provide a replacement vehicle if you cannot use your own as a result of an accident, or because it has broken down or has been stolen. The replacement vehicle will be available to you for a number of days, depending on the time needed to repair your own vehicle.

## Who is ARAG?

ARAG is the largest family enterprise in the German insurance industry and has positioned itself as a versatile quality insurer. Specialising in legal insurance as the leading legal insurer worldwide, ARAG also offers its customers attractive, needs-based products and services from a single source.

Active in a total of 19 countries - including the US, Canada and Australia - ARAG is also represented by international branches, subsidiaries and shareholdings in numerous international markets in which it holds a leading position as a provider of legal insurance and legal services. With almost 4,700 employees, the Group generates revenue and premium income totalling more than €2.0 billion.

# Important Information

## Privacy statement

This is a summary of how we, on behalf of the insurer, collect, use, share and store personal information. To view our full privacy statement, please see our website [www.arag.co.uk](http://www.arag.co.uk)

### Collecting personal information

ARAG may be required to collect certain personal or sensitive information which may include name, address, date of birth and if appropriate medical information. We will hold and process this information in accordance with all relevant data protection regulations and legislation. Should we ask for personal or sensitive information, we undertake that it shall only be used in accordance with our privacy statement.

We may also collect information for other parties such as suppliers we appoint to process the handling of a claim.

### Using personal or sensitive information

The reason we collect personal or sensitive information is to fulfil our contractual and regulatory obligations in providing this insurance product, for example to process premium or handle a claim. To fulfil these obligations, we may need to share personal or sensitive information with other organisations.

We will not disclose personal or sensitive information for any purpose other than the purpose for which it was collected. Please refer to our full privacy statement for full details.

### Keeping personal information

We shall not keep personal information for any longer than necessary.

### Your rights

Any person insured by this policy has a number of rights in relation to how we hold personal data including; the right to a copy of the personal data we hold; the right to object to the use of personal data or the withdrawal of previously given consent; the right to have personal data deleted.

For a full list of privacy rights and when we will not be able to delete personal data, please refer to our full [privacy statement](#).

### What happens if the insurer cannot meet its liabilities?

The insurer is covered by the Financial Services Compensation Scheme (FSCS). The insured may be entitled to compensation of up to 90% of the cost of their claim in the unlikely event that we cannot meet our obligations. Further information about compensation scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk)

# Meaning of words and terms

Certain words and terms contained in this policy have been defined as they have the same meaning wherever they appear.

### Insurer

ARAG Legal Expenses Insurance Company Limited.

### We/us/our

ARAG plc who is authorised under a binding

authority agreement to administer this insurance on behalf of the **insurer**.

### You/your

- 1) The person(s) named in the motor insurance policy schedule to which this policy attaches.
- 2) Any legally insured driver, or passenger in or on the insured vehicle with the consent of the person named in 1) above.

## Section 1

# Motor Breakdown Solutions

## Claims procedure

What to do if you breakdown.

1. If your vehicle breaks down contact the 24 hour control centre on +34 918 288 074.
2. Please have the following information ready as it will be needed to check your policy cover:
  - your vehicle registration
  - the precise location of your vehicle (or as accurate as you are able in the circumstances)
  - your return telephone number.
3. Our operator will take your details and make the necessary arrangements to assist you. Your mobile phone must therefore be switched on and available to take calls at all times. To help our operator to provide a quality service, your calls may be recorded.
4. Stay safe but remain with or near to your vehicle until the recovery operator arrives. Once the recovery operator arrives at the scene, please be guided by their safety advice.
5. If you breakdown on a motorway or major public road, the local highway authority may require you to use a local private towing service. You will need to use the SOS phones to call for assistance. The private towing service will tow the vehicle to a place of safety and you will be required to pay for the service immediately. You can then contact us for further recovery and assistance. Please retain your receipts.

## If you change your vehicle

You must notify the company that sold you this policy if you change your vehicle. Please include the existing registration, the new registration, make, model and colour of your new vehicle and the date you wish to make the change. If you do not notify new vehicle details our operator may be unable to supply you with a service.

## How we help you

Our operator will help you in accordance with the terms and conditions of this policy and the insurer will pay any costs covered by this policy subject to any limits specified.

## Cover

### 1. Roadside assistance

**Our** operator will send help to the scene of **your vehicle breakdown** within the **territorial limits** and the **insurer** will cover up to £100 towards the cost of call-out fees and mileage charges needed to make a repair at the roadside provided that **your vehicle breakdown** is at least 2 km away from **your home address**. Due to differing national standards and infrastructures, assistance away from **your** home country may take longer to arrive.

### 2. Recovery

If, in the opinion of **our recovery operator**, it is not possible to repair **your vehicle** within one hour **our** operator will arrange for **your vehicle**, **you** and **your passengers** to be recovered to the nearest **suitable garage** able to undertake the repair.

The **insurer** will pay the reasonable cost of assistance up to £500 provided that the recovery is made at the same time as the initial call-out otherwise **you** will have to pay for subsequent call-out charges.

If **your vehicle** requires recovery, **you** must immediately inform **our** operator of the address **you** would like **your vehicle** taken to. Once **your vehicle** has been delivered to that address, **your vehicle** will be left at **your** own risk.

### 3. Home assist

**Your vehicle** will be covered at **your home address** or within 2 km of **your home address**. If **your vehicle** cannot be repaired at **your home address**, **our** operator will arrange for **you** and **your vehicle** to be recovered to the nearest **suitable**

**garage.** The recovery must take place at the same time as the initial call-out.

The **insurer** will pay the reasonable cost of assistance up to £500.

#### 4. Alternative travel

If **your vehicle** cannot be repaired locally on the same day or within a period agreed between **you** and **our** operator or if **your vehicle** is stolen; to allow **you** to complete **your** original journey, the **insurer** will pay:

- a) for the use of a category “C” substitute vehicle or
- b) up to £500 towards the cost of alternative travel whilst **your vehicle** remains unroadworthy.

The **insurer** will pay up to £200 towards of alternative transport for **you** to return and collect **your** repaired **vehicle**.

#### 5. Emergency overnight accommodation

Where alternative travel would have been available to **you**, but it is more practical or cost effective to provide emergency accommodation for a single night (or as agreed in advance between **you** and **our** operator), the **insurer** will pay up to £150 for a lone traveller or £75 per person towards the cost of overnight accommodation including breakfast for **you** and **your passengers** whilst **your vehicle** is being repaired. The **insurer** will not pay more than £1,000 for each claim under Emergency overnight accommodation.

#### 6. Repatriation

If **your vehicle** cannot be repaired within 72 hours of the original **breakdown** or by **your** intended return, whichever is due to occur later, **we** will arrange and pay for **your vehicle**, **you** and **your passengers** to be transported either to **your home address**, or if **you** would prefer and it is closer, **your** original destination within the **territorial limits**. **We** will need to know details of **your** itinerary and if requested proof of both **your** outbound and inbound travel dates must be provided to validate **your** claim.

#### 7. Keys

If **you** lock **your vehicle** keys within **your vehicle** and are unable to obtain a spare set on the same day, the **insurer** will pay up to £120 towards the call-out fee for a **recovery operator** who will attempt to retrieve the key where this is possible.

If the **recovery operator** is unable to retrieve **your** key it is often possible to provide a replacement key at the scene. **You** will have to pay for the replacement key.

If it is not possible to retrieve a locked-in key or if **you** have lost or broken **your** key and are unable to obtain a replacement key at the scene; if **you** are away from **your home address** the **insurer** will pay up to £120 towards the mileage charges to a place where **your vehicle** can be stored securely, or **your home address** if it is nearer.

#### 8. Shipping of spare parts

Where it is efficient and cost-effective to do so, the **insurer** will pay the cost of shipping replacement parts to the **suitable garage**. **You** will be responsible for the cost of the spare parts and **we** will only organise shipping once **you** have confirmed the spare parts have been paid for.

#### Conditions of service for covers 4., 5. and 8. above

**Your vehicle** must be repaired at the nearest **suitable garage** to the **breakdown** location.

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

At all times please ensure **you** carry **your** driving licence and registration document (logbook) with **you** during **your** journey. Due to local regulations and customs, **you** may be required to provide copies of **your** driving licence or registration document. **You** will be held liable for any costs incurred if copies of **your** driving licence or registration document are not immediately available.

# What is not covered *(applicable to Section 1)*

This insurance does not cover the following:

1. the cost of
  - a) any parts, components or materials used to repair **your vehicle**
  - b) labour other than labour at the scene of **your vehicle breakdown**
  - c) the use of specialist equipment occasionally required because **your vehicle** is not between the kerbs, it has modifications, or nearby obstructions are impeding the usual method of assistance
  - d) additional charges incurred as a result of any aftermarket modification to **your vehicle**
  - e) vehicle storage, expenses or charges of any other company (including police recovery) not authorised by **our** operator, or where **you** arrange for recovery or repairs by other means
  - f) fuel, oil or insurance for a hire vehicle
2. a claim if **you** already owe **our** operator money
3. **your** failure to comply with requests by **our** operator or **our recovery operator** concerning the assistance being provided
4. subsequent call-outs for any symptoms related to a claim which has been made within the last 28 days, unless **your vehicle** has been fully repaired at a **suitable garage**, declared fit to drive by **our recovery operator** or is in transit to a pre-booked appointment at a **suitable garage**
5. a **breakdown** caused by failure to maintain **your vehicle** in a roadworthy condition including maintenance or proper levels of oil and water
6. costs incurred in addition to a standard call-out where service cannot be undertaken at the roadside because **your vehicle** is not carrying a serviceable spare wheel, an aerosol repair kit, appropriate jack, or the locking mechanisms for the wheels are not immediately available to remove the wheels. This exclusion does not apply to motorcycles or scooters
7. specialist equipment, additional manpower and/or recovery vehicles, or a recovery further than 10 miles from the scene of the **breakdown** if **your vehicle** is immobilised due to snow, mud, sand, water, ice, or a flood
8. **your vehicle** being used for motor racing, rallies, rental, hire, public hire, private hire, courier services or any contest or speed trial or practice for any of these activities
9. claims caused by overloading of **your vehicle** or carrying more **passengers** than it is designed to carry
10. damage to **your vehicle** or its contents whilst being recovered, stored or repaired and any liability arising from assistance services provided
11. assistance where **your vehicle** is not secure or has faults with electric windows, sun roofs or locks, unless the fault occurs during the course of a journey and **your** safety is compromised
12. assistance where **your vehicle** is deemed to be illegal, untaxed, uninsured, or dangerous to transport
13. assistance following any intentional or wilful damage caused by **you** to **your vehicle**
14. the cost of recovery from a motorway exceeding £150 where the local highway authority requires **you** to use a local private towing service
15. any trip which was planned to or subsequently finishes outside the **period of insurance**.

# Conditions *(applicable to Section 1)*

Failure to keep to any of these conditions may lead the **insurer** to cancel **your** policy, or refuse to provide assistance.

## 1. Your responsibilities

- a) The driver of **your vehicle** must remain with or nearby **your vehicle** until help arrives.
- b) If **your vehicle** cannot be repaired at the roadside, **you** must accept the assistance being provided
  - i) where **your vehicle** is recovered to a **suitable garage** and it can be repaired **you** must have adequate funds to pay for the repair including replacement parts immediately. If **you** do not have funds available, any further assistance will be denied
  - ii) repairs are provided under a separate contract, which is between **you** and the repairer.

## 2. Our rights

- a) **Our** operator will refuse to provide assistance if **you** or **your passengers** are being obstructive in allowing them to provide the most appropriate assistance or are abusive to **our recovery operator**.
- b) If **you** use the service and the claim and/or fault is subsequently found not to be covered by this policy, **we** reserve

the right to reclaim any costs that have been incurred from **you**.

- c) If **your vehicle** is beyond economical repair **we** have the right to offer the market value of **your vehicle** to **you** and pay for alternative transport home or if **you** would prefer and it is closer to **your** intended destination.
- d) **Our** operator reserves the right to recover **your** immobilised **vehicle** in accordance with and subject to any legislation which affects drivers' working hours.
- e) The transportation of pets and livestock will be at the discretion of the **recovery operator**.  
Alternative transport can be arranged but **you** will need to pay for this service immediately by credit or debit card.

## 3. Other insurance

The **insurer** will not pay for more than their fair share (rateable portion) for any claim covered by another policy, or any claim that would have been covered by any other policy if this policy did not exist. **We** reserve the right to claim back any costs that are recoverable through a third party.

## 4. Fraudulent claims

If **you** make any claim under the policy which is fraudulent or false, the policy may become void and all benefit under it may be lost.

# Meaning of words and terms *(applicable to Section 1)*

Certain words and terms contained in this section have been defined as they have the same meaning wherever they appear within this section.

## Breakdown

- An electrical or mechanical failure, lack of fuel, flat battery or puncture or
- damage caused by a collision or act of vandalism (if **your** motor insurance policy will not cover **you** for assistance) which immobilises **your vehicle** or makes it unsafe to drive.

## Home address

The last known address recorded on **our** system where **your vehicle** is ordinarily kept.

## Passengers

Where the **vehicle** is a car, **you** and all **passengers** in **your vehicle**. For all other **vehicle** types, **you** and a single passenger only.

## Recovery operator

The independent technician **our** operator selects to attend **your vehicle breakdown**.

## Suitable garage

Any appropriately qualified mechanic or garage which is suitable for the type of repair required and who can confirm in writing the remedial work undertaken.

## Territorial limits

Gibraltar, Andorra, Morocco, the United Kingdom and any member country of the European Union.

## Vehicle

The **vehicle** declared to **us**, which must be plated in either Gibraltar or the United Kingdom.

Where the **vehicle** is a car, cover extends to any attached caravan/trailer provided that it is fitted with a standard towing hitch and does not exceed 7 metres (23 feet) in length.





## Section 2

# Motor Legal Solutions

## Claims procedure

If you instruct your own solicitor without telling us, you will have to pay costs that are not covered by this policy.

### If your vehicle is damaged and you wish to claim against the person at fault

1. Call us on **+34 912 971 170** as soon as possible. This line is open between 9am and 9pm weekdays (except bank holidays).
2. We will ask you to describe what has happened to cause damage to the insured vehicle and names and addresses of all parties involved including any witnesses.
3. If the advisor believes the accident is another party's fault, we will arrange for:
  - you to be contacted for help to claim back losses (such as your motor policy excess)
  - our appointed advisor to contact you about claiming compensation for any injuries.
4. Ensure that no contact is made with anyone else about claiming compensation for personal injury or claiming back your losses until you hear from us.

### To claim for other insured events

1. Call us on **+34 934 857 438** between 9am and 5pm weekdays (except bank holidays).
2. The completed claim form and supporting documents can be sent to us by email, post or fax. Further details are set out in the claim form itself.
3. We will write to you to confirm we have received your claim form by the end of the next working day after receiving your claim form.
4. Within five working days of receiving all the information needed to check your claim under the policy, we will write to you either:

- a) confirming cover under the terms of this policy and advising you of the next steps to progress your claim; or
  - b) if the claim is not covered, we will explain in full the reason why and advise whether we can assist in another way.
5. When a representative is appointed they will try to resolve your claim without delay.
  6. We will check on the progress of your claim with the appointed advisor from time to time.

## Cover

Following an Insured event, the **insurer** will pay **legal costs & expenses** including the cost of appeals up to £10,000 for all claims related by time or originating cause where **you** meet all of the following requirements.

1. **You** have paid the insurance premium.
2. **You** keep to the terms of this policy and cooperate fully with **us**.
3. The insured event happens within the **territorial limit**.
4. The claim
  - a) always has **reasonable prospects of success** and
  - b) is reported to **us**
    - i) during the **period of insurance** and
    - ii) as soon as **you** first become aware of an event which could give rise to a claim.
5. Unless there is a conflict of interest, **you** must always agree to use the **appointed advisor** chosen by **us** before proceedings have been or need to be issued.
6. Any dispute will be dealt with through a court within the **territorial limit**.  
When **you** call **us** to claim back losses which are not otherwise **insured** under Insured event 1), **we** will accept **your** call as notification of **your** claim. For all other claims **we** must have received **your** fully completed claim form.

# Insured events covered *(applicable to Section 2)*

<p><b>1) Claiming back losses which are not otherwise insured</b></p> <p>An event which is another party's fault that:</p> <ol style="list-style-type: none"> <li>damages the <b>insured vehicle</b> and/or personal property in or on it, and/or</li> <li>injures or kills <b>you</b> whilst in or on an <b>insured vehicle</b>.</li> </ol>	<p><b>What is not covered under Insured event 1)</b></p> <p>Any claim arising from or relating to an agreement <b>you</b> have entered into with another party.</p>
<p><b>2) Motor prosecution defence</b></p> <p><b>You</b> are served with notice of prosecution following an alleged motoring offence.</p>	<p><b>What is not covered under Insured event 2)</b></p> <p>Any claim arising from or relating to:</p> <ol style="list-style-type: none"> <li>an allegation or prosecution involving parking infringements or failing to pay a penalty for parking infringements</li> <li>driving: <ol style="list-style-type: none"> <li>without valid motor insurance for the <b>insured vehicle</b></li> <li>without a valid driving licence</li> <li>while using a mobile phone.</li> </ol> </li> </ol>
<p><b>3) Motor licence disputes</b></p> <p>Receipt of notice to attend a hearing by the relevant licensing authority at which a decision by that authority to revoke, place restrictions or conditions on, suspend, alter, revoke or not renew <b>your</b> vehicle licence.</p>	<p><b>What is not covered under Insured event 3)</b></p>
<p><b>4) Motor contract disputes</b></p> <p>A breach or alleged breach of an agreement or alleged agreement entered into by <b>you</b> for the sale, purchase, hire purchase, lease, service, repair or testing of an <b>insured vehicle</b>.</p>	<p><b>What is not covered under Insured event 4)</b></p> <ol style="list-style-type: none"> <li>A contract concerning the passage of goods or passengers.</li> <li>A manufacturer's warranty or guarantee.</li> </ol>

# What is not covered *(applicable to Section 2)*

<p><b>You</b> are not covered for any claim arising from or relating to:</p> <ol style="list-style-type: none"> <li>costs incurred without <b>our</b> consent</li> <li>any actual or alleged act, accident, omission or dispute happening before, or existing at the start of this policy, and which <b>you</b> knew or ought reasonably to have known could lead to a claim</li> <li>an allegation against <b>you</b> involving: <ol style="list-style-type: none"> <li>assault, violence, road-rage or malicious falsehood</li> <li>the carriage or use of alcohol or illegal drugs</li> <li>illegal immigration</li> </ol> </li> </ol>	<ol style="list-style-type: none"> <li>money laundering or bribery offences, breaches of international sanctions, fraud, or any other financial crime activities</li> </ol> <ol style="list-style-type: none"> <li>defending a claim in respect of damages for personal injury, or loss or damage to <b>your</b> property</li> <li>a judicial review</li> <li>a dispute with <b>us</b>, the <b>insurer</b> or the party who arranged this cover not dealt with under General Policy Condition 1</li> <li>the payment of fines, penalties or compensation awarded against <b>you</b>; or costs awarded against <b>you</b> by a court of criminal jurisdiction.</li> </ol>
---	--

# Conditions *(applicable to Section 2)*

Failure to keep to any of these conditions may lead the **insurer** to cancel **your** policy or refuse to provide assistance.

## 1. Your responsibilities

**You** must:

- a) tell **us** as soon as reasonably practical of anything that may make it more costly or difficult for the **appointed advisor** to resolve the claim in **your** favour
- b) cooperate fully with **us**, give the **appointed advisor** any instructions **we** require, and keep them updated with progress of the claim and not hinder them
- c) take reasonable steps to claim back **legal costs & expenses** and, where recovered, pay them to the **insurer**
- d) allow the **insurer** at any time to take over any claim in **your** name.

## 2. Freedom to choose an appointed advisor

- a) In certain circumstances as set out in 2. b) below **you** may choose an **appointed advisor**. In all other cases, no such right exists and **we** shall choose the **appointed advisor**.
- b) If:
  - i) a suitably qualified advisor considers that it has become necessary to issue proceedings or proceedings are issued against **you**, or
  - ii) there is a conflict of interest **you** may choose a qualified **appointed advisor**.
- c) Where **you** wish to exercise the right to choose, **you** must write to **us** with **your** preferred representative's contact details.

- d) Where **you** choose to use **your** preferred representative, the **insurer** will not pay more than **we** agree to pay a solicitor from **our** panel and will pay only the costs that the **insurer** would have been liable to pay. (**Our** panel solicitor firms are chosen with care and **we** agree special terms with them, including rates which may be lower than those available from other firms.)
- e) If **you** dismiss the **appointed advisor** without good reason, or withdraw from the claim without **our** written agreement, or if the **appointed advisor** refuses with good reason to continue acting for **you**, the **insurer's** liability in respect of that claim will end immediately.

## 3. Consent

- a) **You** must agree to **us** having sight of the **appointed advisor's** file relating to **your** claim. **You** are considered to have provided consent to **us** or **our** appointed agent to have sight of their file for auditing and quality control purposes.
- b) A claim can only be brought with the agreement of the person who paid the premium for this policy.

## 4. Settlement

- a) The **insurer** can settle the claim by paying the reasonable value of **your** claim.
- b) **You** must not negotiate or settle the claim without **our** written agreement.
- c) If **you** refuse to settle the claim following advice to do so from the **appointed advisor** the **insurer** reserves the right to refuse to pay further costs.

## 5. Barrister's opinion

We may require **you** to obtain and pay for an opinion from a barrister if a dispute arises regarding the merits or value of the claim. If the opinion supports **you**, then the **insurer** will reimburse the reasonable costs of that opinion. If that opinion conflicts with advice obtained by **us**, then the **insurer** will pay for a final opinion which shall be binding on **you** and **us**. This does not affect **your** right under General Policy Condition 1.



## 6. Other insurance

The **insurer** will not pay more than their fair share (rateable proportion) for any claim covered by another policy, or any claim that would have been covered by any other policy if this policy did not exist.

## 7. Fraudulent claims and claims tainted by dishonesty

- a) If **you** make any claim which is fraudulent or false, the policy may become void and all benefit under it may be lost.
- b) **You** must at all times be entirely truthful, accurate and open in any evidence, disclosure or statement **you** give and must act with complete honesty and integrity throughout. Where, on the balance of probabilities and having considered carefully all the facts of the claim, it appears that **you** have breached this condition and that the breach has:
  - i) affected **our** assessment of **reasonable prospects of success**, and/or
  - ii) prejudiced any part the outcome of **your** claim the **insurer** shall have no liability for **legal costs & expenses** incurred from the date of the breach.

# Meaning of words and terms *(applicable to Section 2)*

Certain words and terms contained in this section have been defined as they have the same meaning wherever they appear within this section.

## Appointed advisor

The solicitor or other advisor appointed by **us** to act on **your** behalf.

## Insured vehicle

The vehicle specified in the motor insurance policy bought at the same time as this insurance and any trailer or caravan attached to it.

## Legal costs & expenses

1. Reasonable legal costs, fees and disbursements reasonably and proportionately incurred by the **appointed advisor** agreed in advance by **us**.
2. In civil claims, other side's costs, fees and disbursements where **you** have been ordered to pay them or **you** pay them with **our** agreement.

## Reasonable prospects of success

1. Other than set out in 2) and 3) below, a greater than 50% chance of **you** successfully pursuing or defending the claim and, if **you** are seeking damages or compensation, a greater than 50% chance of enforcing any judgment that might be obtained.
2. In criminal prosecution claims where **you**:
  - a) plead guilty, a greater than 50% chance of reducing any sentence or fine or
  - b) plead not guilty, a greater than 50% chance of that plea being accepted by the court.
3. In all claims involving an appeal, a greater than 50% chance of **you** being successful. Where it has been determined that **reasonable prospects of success** do not exist, **you** must pay any legal costs incurred if **you** proceed with **your** claim irrespective of the outcome.

## Territorial limit

Gibraltar, Andorra, Morocco, the United Kingdom and any member country of the European Union.



## Section 3

# Guaranteed Replacement Car

## Claims procedure

You must report any incident which may give rise to a claim for a replacement vehicle under this cover without delay, and in any event within 14 days of the occurrence of that incident, by calling **+34 902 11 53 18** (Monday to Friday, from 8 am to 7 pm).

You must provide without delay all information requested by us in relation to that incident.

You must provide any assistance required by us in connection with the recovery of any costs incurred in the provision of a replacement vehicle. You must provide any assistance permitting us to take proceedings in your name and/or assigning any rights against any such third party to us or our representatives.

## Cover

The **insurer** will pay for the costs of a **replacement vehicle** if

- damage to the **insured vehicle** occurs within the **territorial limits** as a result of accident or breakdown and the damage prevents the **insured vehicle** from being driven
- the **insured vehicle** is stolen from a location within the **territorial limits**

up to:

- a. £60 per day for a maximum of 10 days
- b. an aggregate limit of £1,200

where **you** meet all of the following requirements:

1. **you** have paid the insurance premium in respect of this cover and the applicable **motor vehicle insurance policy**
2. **you** cooperate fully with **us**
3. **you** keep to the terms of this policy and the applicable **motor vehicle insurance policy**.

## Duration of cover benefits

1. A **replacement vehicle** will be provided until the earliest of
  - (i) the date of completion of any necessary repairs to the **insured vehicle**;
  - (ii) the date on which any **hire vehicle** is offered to **you**; or
  - (iii) the date on which any courtesy car is made available to **you** by any person, firm or company responsible for carrying out or paying for any repairs to the **insured vehicle**.
2. In cases of immobilisation of the **insured vehicle** due to an accident or breakdown, **you** can request that **we** place a category "C" substitute vehicle at **your** disposal. This option is subject to the availability of car hire companies and their contract terms and conditions, which must be compatible with market terms and conditions.  
**You** must request this service by calling **+34 902 11 53 18** (Monday to Friday, from 8 am to 7 pm).





3. Alternatively, if **we** are unable to provide a **replacement vehicle**, **we** will reimburse the cost of hiring another vehicle provided that the repair to the **insured vehicle** exceeds 2 hours of labour. **You** must prove, by means of the corresponding invoices and receipts, both the amount of the cost of the vehicle hire and that of the repair of the **insured vehicle**, for which the hours of labour that were necessary for its repair must be specified.
4. For either of the above options, **you** are entitled to the following days rental regardless of the number of days the **insured vehicle** is in a **suitable garage**:
  - Up to 2 hours of labour: No rental
  - From 2 to 6 hours of labour: 3 days rental
  - More than 6 until 10 hours: 4 days rental
  - More than 10 hours until 14 hours: 5 days rental
  - More than 14 hours until 18 hours: 6 days rental
  - More than 18 hours: 7 days rental
5. In the event of a write-off, reimbursement of the expenses for hiring a **replacement vehicle** is covered up to a maximum of 10 days. In order to reimburse these costs, **you** must provide a write-off assessment given by an expert, and present the de-registration certificate of the **insured vehicle**.
6. In the event of theft, the cover will take effect 24 hours after said theft has been reported to the corresponding authorities and until the recovery of the **insured vehicle** or its repair if it has been damaged. In order for the **insurer** to reimburse these costs, **you** are required to present the **replacement vehicle** hire invoice and the vehicle technical inspection card as well as a copy of the police report issued by the pertinent authorities.
7. At the end of the period for which a **replacement vehicle** is made available to **you**, **you** must as soon as reasonably practical return the **replacement vehicle** in accordance with any instructions given by the provider of the **replacement vehicle**.

## What is not covered *(applicable to Section 3)*

A **replacement vehicle** will not be provided in any case where:

1. the damage to the **insured vehicle** took place prior to the **period of insurance** or more than 14 days before being reported to **us**;
2. **you** have failed at the time of reporting the incident or at any other stage to disclose to **us** or any representative appointed by **us** any facts relevant to the incident;
3. **you** do not have a valid **motor vehicle insurance policy**, valid road fund licence or MOT for the **insured vehicle** or a valid driving licence;
4. the **insured vehicle** was not in a roadworthy condition immediately prior to the damage occurring;
5. the **insurers** under the **motor vehicle insurance policy** are entitled to repudiate or avoid the **motor vehicle insurance policy** or to refuse cover;
6. the damage to the **insured vehicle** results from any deliberate or criminal act or omission or any other act or omission which **we** reasonably believes to be of a fraudulent nature;
7. the **insured vehicle** is damaged or stolen outside the **territorial limits**.

# Conditions *(applicable to Section 3)*

Failure to keep to any of these conditions may lead the **insurer** to cancel **your** policy, or refuse to provide assistance.

1. **We** will not be obliged to arrange the provision of a **replacement vehicle** of more than category "C".  
If **you** wish to upgrade to any other vehicle the cost of the upgrade will be **your** responsibility.
2. All **replacement vehicles** are provided subject to the following terms and conditions:-
  - (i) The terms and conditions of the provider of the **replacement vehicle**. These are available from the provider at the time the **replacement vehicle** is provided.
  - (ii) **You** must produce **your** original full driving licence when any **replacement vehicle** is provided.
  - (iii) **You** must disclose any driving penalty notices or convictions before a **replacement vehicle** is provided.
  - (iv) **You** must provide valid credit or debit card details before a **replacement vehicle** is provided.
  - (v) **You** will be responsible for any fuel costs, fares, fines and fees.
  - (vi) **You** must pay a security/fuel deposit

when the **replacement vehicle** is provided. This is refundable on return provided the **replacement vehicle** is free from damage and has the same amount of fuel as when provided.

- (vii) In the event of theft, attempted theft, vandalism or criminal damage to the **insured vehicle you** must provide a police crime reference number before a **replacement vehicle** can be provided.
- (viii) No **replacement vehicle** may be used outside the **territorial limits**.
3. **We** have the right to cancel this policy and/or decline to provide the cover if:-
  - (i) **You** do not hold a valid **motor vehicle insurance policy** in respect of the **insured vehicle** at the time of the damage to the **insured vehicle**.
  - (ii) **Your** motor **insurers** are entitled to avoid the **motor vehicle insurance policy** or refuse cover.

## 4. Fraudulent claims

If **you** make any claim under the policy which is fraudulent or false, the policy may become void and all benefit under it may be lost.



# Meaning of words and terms *(applicable to Section 3)*

Certain words and terms contained in this have been defined as they have the same meaning wherever they appear within this section.

## Hire vehicle

A vehicle offered to **you** under the terms of any applicable **motor vehicle insurance policy**.

## Insured vehicle

The motor car, motorcycle or van **insured** under the **motor vehicle insurance policy**.

## Motor vehicle insurance policy

The **motor vehicle insurance policy** in conjunction with which this cover was arranged.

## Suitable garage

Any appropriately qualified mechanic or garage which is suitable for the type of repair required and who can confirm in writing the remedial work undertaken.

## Territorial limits

Gibraltar, Spain and Andorra.

## Replacement vehicle

Any vehicle provided in accordance with this cover.

# General exclusions *(applicable to the whole policy)*

1. a) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b) radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- c) war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
- d) pressure waves from aircrafts or other aerial devices travelling at sonic or supersonic speed
- e) any terrorist action (regardless of

- any other cause or event contributing concurrently or in any other sequence to the liability) or any action taken in controlling, funding preventing or suppressing terrorist action. If the **insurer** alleges that by reason of this exclusion any liability or loss is not covered by this policy, the burden of proving the contrary shall be upon **you**
- f) a dispute where providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

# General policy conditions *(applicable to the whole policy)*

Failure to keep to any of these conditions may lead the **insurer** to cancel **your** policy or refuse to provide assistance.

## 1. Disputes

If any dispute between **you** and **us** arises from this policy, **you** can make a complaint to **us** as described on the back page of this policy and **we** will try to resolve the matter. If **we** are unable to satisfy **your** concerns **you** can ask the Financial Ombudsman Service to arbitrate over the complaint.

## 2. Cancellation

- a) **You** may cancel the policy:
  - i) within 14 days of the date of its purchase with a full refund of premium paid provided that a claim has not been accepted; or
  - ii) at any other time by writing to the person who sold **you** this policy and the **insurer** will refund the premium for the time remaining of the **period of insurance** unless a claim has been or is later accepted by **us** in which case no refund of premium shall be allowed.
- b) Where there is a valid reason for doing so, the **insurer** has the right to cancel the policy at any time by giving at

least 21 days written notice to **you**. The **insurer** will refund **your** premium that applies to the unexpired period. **We** will set out the reason for cancellation in writing.

Valid reasons may include but are not limited to

- i) where the party claiming under this policy fails to cooperate with or provide information to **us** in a way that materially affects **our** ability to process a claim, or to provide suitable assistance or to protect the **insurer's** interest,
- ii) where the party claiming under this policy uses threatening or abusive behaviour or language towards **us**,
- iii) where **we** reasonably suspect fraud.

## 3. Jurisdiction


This policy will be governed by English Law.

This policy will pay any otherwise covered claim involving the use of or inability to use a computer, including devices such as smart phones, tablets and wearable technology. This cover is subject to all other policy terms.

# How we handle complaints

## Step 1

ARAG is committed to providing a first class service at all times. However, if a complaint arises, please contact us using the number you rang to report your claim. The staff handling your claim should be able to resolve it. If in the course of those discussions it becomes clear that the matter has not been resolved to your satisfaction, details of your complaint will be passed to our Customer Relations Department, where we will arrange to have it reviewed at the appropriate level. We will also contact you to let you know that we are reviewing your complaint. Alternatively, you can contact our Customer Relations Department directly; we can be reached in the following ways:

 **0117 917 1561** (hours of operation are 9am-5pm, Mondays to Fridays excluding bank holidays. For our mutual protection and training purposes, calls may be recorded).

 [\*\*customerrelations@arag.co.uk\*\*](mailto:customerrelations@arag.co.uk)

 **ARAG plc, Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW.**

## Step 2

If we are not able to resolve the complaint to your satisfaction then you can refer it to the Financial Ombudsman Service (FOS). They can be contacted at:

 **0800 023 4567 or 0300 1239 123**

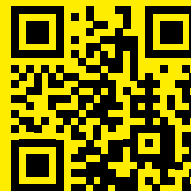
 [\*\*complaint.info@financial-ombudsman.org.uk\*\*](mailto:complaint.info@financial-ombudsman.org.uk)

 **Financial Ombudsman Service, Exchange Tower, London E14 9SR.**

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the Financial Ombudsman Service at [\*\*www.financial-ombudsman.org.uk\*\*](http://www.financial-ombudsman.org.uk)

The FOS's decision is binding upon us, but you are free to reject it without affecting your legal rights.

You can read more about our complaints procedure on our website by clicking here: [\*\*https://www.arag.co.uk/contact/making-a-complaint\*\*](https://www.arag.co.uk/contact/making-a-complaint)



[\*\*www.arag.co.uk\*\*](http://www.arag.co.uk)