

# MARMALADE INSURANCE

POLICY BOOKLET

TO MAKE A  
**CLAIM,**  
CALL 0333 035 9888

Add the claims number  
above to your contacts.  
Or, simply scan this code  
with your phone camera.



# WELCOME TO MARMALADE

Thank you for arranging your car insurance through us. We hope you find this booklet useful in ensuring you get the most out of your insurance policy.

This document is laid out so that you can easily find what you need, when you need it.

Before you do anything else, please spend a few minutes checking the following documents carefully. If any of the information is incorrect, this could affect your insurance cover:

- this policy wording
- your Schedule
- your Statement of Fact
- your Certificate of Insurance

These documents, any endorsements, and any notice of changes issued at renewal form the contract between you and the insurer and show the detail of what the insurer will and will not cover as well as anything you need to do.

If any information is incorrect, the policy does not cover what you thought it would or if you are just not sure please contact our customer services team on webchat at [www.wearemarmalade.co.uk](http://www.wearemarmalade.co.uk) and we will help you in any way we can.

Thanks again for choosing Marmalade.

*The Marmalade Team*

# USEFUL CONTACTS

Whether you need to make a claim, manage your policy or access your other benefits as a Marmalade customer, our teams are here to help.

## Important contact details



### Make a Claim

Call the 24hr Claims Line on:

**0333 035 9888**

If your schedule says you have Motor Legal Expenses (Page 37) and Hire Car cover (Page 60) and you wish to make a claim please call:

**Motor Legal Expenses: 0333 035 9747**

**Hire Car : 0333 035 9794**



### Personal Legal Advice Helpline

Call our free Legal Helpline for general private legal or tax advice in the UK (available to all Marmalade customers) on:

**Call on: 0333 035 9747**

If after you have been provided advice by the helpline you require any further legal support, there is a cost for this assistance which you will need to pay for. However, as a Marmalade customer, you benefit from a discounted rate with our supplier.



### Managing your policy your way

You can make changes to your policy online 24/7

- It's easy to register for My Account
- Register using your Policy Number, D.O.B. and Postcode
- You can view, and print policy documents whenever needed
- Make policy changes safely and securely
- Renew your policy safely and securely

Visit **[www.wearemarmalade.co.uk/myaccount](http://www.wearemarmalade.co.uk/myaccount)**

Alternatively, you can visit [www.wearemarmalade.co.uk](http://www.wearemarmalade.co.uk) and start a chat to make a payment, make a claim, cancel your policy, renew your policy, or make a complaint.

You can also request copies of your policy documentation in braille, large print or audio format



### Breakdowns

If your schedule states you have breakdown and you've broken down, please contact AXA Assistance:

**In the UK: 0333 035 9746**

**In Europe: +441737 334299**

We may record phone calls for training and monitoring purposes.

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Shows the legal information we need you to know about; such as actions we can take if we identify a fraudulent act and our rights to recover payment from you. Details of our Data Protection Policy which gives you a high level view of how we handle your personal information and what laws we follow when dealing with you.

## OPTIONAL PRODUCTS

The below sections are optional, and only apply if you have chosen to buy them. Your Schedule will show if any of these extra covers apply.

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# HOW YOUR CAR POLICY WORKS

This section gives you an explanation of what your car insurance covers.



## Accidental Damage

This is when your car is damaged in an accident, whether that involves someone else or just you.



## Malicious Damage/Vandalism

This is if someone not insured by the policy purposely vandalises (intentionally damages) your car.

If somebody vandalises (intentionally damages) your car you will not lose your no claim bonus on this policy.



## Theft or Attempted Theft

This is if someone takes your car without your permission, or tries to and causes damage to your car.



## Fire

This is when your car is damaged or destroyed by a fire.



## Uninsured Driver Cover (If applicable)

If someone in a separate vehicle does not have their own motor insurance and is responsible for an accident you are involved in, we will refund your excess and you will not lose your no claim bonus.



## Windscreen and Glass Cover

This is if the windscreen or other windows (not including panoramic roofs) are broken or chipped.

# UNDERSTANDING YOUR POLICY

## DEFINITIONS

As your car insurance is specific to you there are times when you will need to refer to another document to help you fully understand your cover. These documents are:

### Certificate of Insurance

This document shows

- dates when your insurance starts and ends (We won't cover incidents that happen outside these dates);
- the registration of the car covered;
- who is allowed to drive your car; and
- what your car can be used for, e.g business use.

### Schedule

This document contains the details of the policy you have with us and includes:

- dates when your insurance starts and ends (We won't cover incidents that happen outside these dates);
- details of the car insured;
- the level of cover and optional covers you have;
- any excesses that you have to pay; and
- any endorsements that apply. (An endorsement changes the cover provided by this policy wording and is specific to you and/or a named driver).

### Statement of Fact

This document shows the information you've provided to us to set up, change or renew your car insurance. It is extremely important you check this information as it could mean a claim is not covered if it is incorrect.

We will issue you a Certificate of Insurance, Schedule and Statement of Fact when you set up or renew your policy or if your policy is changed.

There are also a number of words and phrases that we use throughout this document, which may sound straightforward, but have a specific meaning when we mention them in your policy. You need to understand these words, so we have explained them below. Please make sure you understand them before you continue reading this document.

### Your Car

The car(s) shown on your Certificate of Insurance and Schedule. This includes any permanently fitted manufacturer equipment such as fixed sat navs, audio equipment, and any accessories permanently attached to your car.

The definition of your car also includes the standard tool kit the manufacturer has supplied, and any electric vehicle charging cables and batteries whether the battery is owned or leased.

### Marmalade

This is the name of the company who arranged your car insurance and who you should contact if you have any queries or need to make any changes. Marmalade is a trading name of Atlanta Insurance Intermediaries Limited. Authorised and Regulated by the Financial Conduct Authority under firm reference number 309599. Company registration number: 756681. Registered address: Embankment West Tower, 101 Cathedral Approach, Salford, M3 7FB.

## We, our, us

Marmalade administer this policy for & on behalf of **Ageas Insurance Limited** - Registered office: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA. Registered in England and Wales Company No 354568. Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, Financial Services Register No 202039.

The insurers for the optional Motor Legal Expenses, Breakdown Assistance and Hire Car are shown on page 38, 44 and 60.

## You or your

This is you the policyholder who is named on the Schedule and Certificate of Insurance.

# UNDERSTANDING YOUR POLICY

## WHICH SECTIONS ARE RELEVANT TO YOU?

Your Schedule and Certificate of Insurance will tell you which level of cover you have bought, whether benefits such as Motor Legal Expenses are included and what your car can be used for.

Please use the table below along with your Schedule to identify which sections of this policy wording apply to you.

Policy Features & Benefits	
Section	Comprehensive
<b>1. Damage to your car</b> (Includes Uninsured Driver and Replacement Locks and Keys cover)	✓
<b>2. Liability</b> Claims against you or others named on your Certificate of Insurance	✓
<b>2a. Legal Costs</b>	✓
<b>2b. Emergency Medical Treatment</b>	✓
<b>3. Windscreen and Glass Cover</b>	✓
<b>4. Driving other Cars</b> (If included on your certificate of Insurance)	✓
<b>5. Using your car abroad</b>	✓
<b>6. Personal Accident</b>	✓
<b>7. What we won't cover you for in Sections 1 - 5</b>	✓
<b>8. General Conditions</b>	✓
<b>9. Legal Information</b>	✓
<b>The below cover is available in addition to your car insurance. Your Schedule will show if you have chosen this cover.</b>	
<b>10. Motor Legal Expenses</b>	Optional
<b>11. Breakdown Assistance</b>	Optional
<b>12. Hire Car</b>	Optional

Further information is given under the relevant sections.

# GUIDE TO MAKING A CLAIM

We hope you never have an accident or need to make a claim but if you do it helps to know what to expect and what you need to do.

The first thing you need to do straight away is save our claims phone number in your phone so you have it to hand.

**24/7 Claim Line - 0333 035 9888**

This claims line is operated by on behalf of Marmalade by an accident management company we appoint. Details of the accident management company can be found on your Marmalade Terms of Business document.

## What to do if you have an accident or your car catches fire

1. Stop at the scene (or where it is safe to do so).
  - a. Never admit blame or offer to pay for damage.
  - b. If anyone else admits blame or offers to pay for your repairs let us know.
3. Note down the name, address, phone number and vehicle registration of the other drivers. Give your details in return.
  - a. If possible and safe to do so take pictures of the scene and try to get contact details of any witnesses.
2. Call the police if anyone's injured or a driver refuses to stop or give their details. If there's been a crime, make a note of the crime reference number the police give you.

Then contact us as soon as possible on 0333 035 9888. You should do this even if you don't want to make a claim. We will ask you some questions about what happened and take you through the next steps.

## What to do if your car is stolen or vandalised

If your car has been stolen, something's been stolen from it, or it has been vandalised, you should start by calling the police and make sure you get a crime reference number to pass to us.

Then contact us as soon as possible on 0333 035 9888. We will ask you some questions about what happened and take you through the next steps.

## Important things to be aware of

### How long will the claim take?

The length of time a claim takes varies based on the circumstances and the number of people involved. For example if it is just your car involved this will take a shorter period of time to resolve than if other people are involved in the accident, if anyone is injured or the police are involved.

We will keep you informed throughout the claims process to make sure you are aware of how your claim is progressing and how long things are expected to take.

### Using your own repairer

If you want to use your own repairer or make the repairs yourself the benefits such as collection and delivery of the car, courtesy car, storage costs and workmanship guarantees will not apply.

You will need to provide us with a repair estimate that we must agree before work can start.

You will also have to arrange collection, delivery or storage of your damaged car and pay any charges that may apply.

### Excesses

An excess is the amount you will have to pay towards any claim you make.

Your total excess will be made up of a compulsory excess which we set, your voluntary excess which you choose and any specific young or inexperienced driver excesses, if applicable.

Details of the excesses you have to pay are shown within your Schedule.

### The below examples provides a simple view of how the excess could work on a basic claim.

#### Example 1 - If you do not have a young or inexperienced driver on the policy.

You have an accident in your car, and the cost to repair your car is £2,000. If you have a **£150** compulsory excess and a **£150** voluntary excess you would have to pay **£300** towards the repairs. We will pay the remaining £1,700.

#### Example 2 - If you have a young or inexperienced driver on the policy.

If a 20 year old driver has an accident in your car, and the cost to repair your car is £2,000. You would have an extra young driver excess of **£295** to pay in addition to your **£150** compulsory excess and **£150** voluntary excess. This means you would have to pay **£595** towards the repairs. We will pay the remaining £1,405.

#### Important notes:

You would not have to pay an excess if there was no damage to your car.

If there was someone else responsible for the accident and you had to pay your excess, our Motor Legal Expenses optional cover can help you claim back your excess from the person responsible for the accident, meaning you do not have to try to recover your excess yourself if you have purchased this additional cover. (Your Schedule will tell you if it is included).

# SECTION 1

## DAMAGE TO YOUR CAR

### If your car is damaged or stolen

This section provides details of the cover provided for your car whilst driving in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

### Your cover limits for damage to your car

The below limits are payable after the excess has been paid, your excess can be found in your Schedule.

In deciding the market value of your car, we will refer to insurance industry recognised guides of car values as well as searching for available cars being offered for sale to the general public.

<b>For all claims regarding your car</b>	Up to market value
<b>Courtesy car - Whilst being repaired at a recommended repairer</b>	Duration of repairs
<b>Personal belongings</b>	Up to £250
<b>Replacement locks and keys</b>	Up to £750
<b>Child seats</b>	Up to £300 per seat
<b>Permanently fitted audio or communication equipment not fitted when the car was built</b>	Up to £500

### What we cover you for - Damage to your car

If your car (including its accessories and any panoramic roof) is damaged by an accident, vandalism, fire, lightning, explosion, theft or attempted theft, we will:

- ✓ pay for repairs; or
- ✓ replace what is damaged if it cannot be repaired or is no longer available; or
- ✓ pay the market value of your car and accessories at the time of the damage. When you accept this payment, your car becomes our property, unless we agree otherwise.

### Uninsured Driver Cover

If you are hit by an uninsured driver and it is agreed that the accident is not your fault, we will:

- ✓ reinstate your no claim bonus and
- ✓ refund any excess you have had to pay.

We will need you to provide:

- the registration number, make, and model of the other vehicle involved; and
- the other driver's details. (Name and Address)

It will also help us to confirm who is at fault if you can get the name and address of any independent witnesses.

When you claim you may initially have to pay your excess and lose your no-claim bonus, but when we confirm that the uninsured driver was at fault we will refund your excess and reinstate your no claim bonus.

#### Important note

If we are unable to trace the person responsible for the accident or the accident was proven to be your fault this benefit will not apply.

### Vandalism Cover

If your car is vandalised and you have reported the vandalism to the police, we will:

- ✓ reinstate your no claim bonus.

We will need you to provide:

- the crime reference number the police have provided you with.
- ✗ We will not reinstate your no claim bonus if you do not report the vandalism to the police.

## Replacement Locks and Keys

- ✓ If your car keys are lost or stolen, we will pay up to £750 to replace the keys, locks and ignition on your car.
- ✗ We will not pay any claim where the keys were left unattended in or on the car at the time of the theft.

## Personal Belongings

- ✓ If you are making a claim under your car insurance policy we will pay up to £250 for loss or damage to the personal belongings owned by you or any driver named on your Certificate of Insurance.
- ✗ We will not cover loss or damage to:
  - money, jewellery, stamps, tickets or documents
  - tools, goods or samples carried in connection with any business;
- ✗ We will not cover theft from a soft-top or convertible car unless the personal belongings were kept in a locked boot or locked glove compartment;
- ✗ We will not cover any theft of personal belongings if they are not hidden from view, for example in the glove box or boot.

## What we do not cover you for

### Section 1 - We will not pay for:

- ✗ the excess shown on your Schedule;
- ✗ loss or damage to your car if it is stolen or damaged because you didn't take care of your car keys or any other device used to unlock your car, such as leaving the keys in, on or attached to your car whilst it was unattended;
- ✗ loss or damage to your car by theft or attempted theft if the engine has been left running when unattended;
- ✗ loss or damage by theft or attempted theft unless all windows, sunroofs and all doors are securely closed and locked when unattended;
- ✗ More than £500 for loss or damage to permanently fitted audio or communication equipment not fitted when the car was built;
- ✗ anything that happens gradually over time, and cannot be linked to a one off accident or theft for example rusting or damage caused by frost or animals, water from outside making its way into the car or damp, or electric vehicle batteries degrading over time;
- ✗ loss of or damage to specialist paintwork, including any engraving or precious metals, on your car unless you have advised us of this modification and it is shown on your Statement of Fact;
- ✗ loss of or damage to accessories unless your car is lost or damaged at the same time;
- ✗ loss of or damage to any accessory which is not attached to your car at the time of the incident;
- ✗ your car losing value;
- ✗ loss in value of your car after you have made a claim and repairs have been completed;
- ✗ loss of or damage to anything being towed i.e. trailers or caravans;
- ✗ mechanical, electrical, electronic or computer failures (including failure caused by hacks, viruses or malware), breakdowns or breakages. This could be things such as manufacturer or app issues that prevent you being able to use your car;
- ✗ damage to tyres caused by braking, punctures, cuts or bursts;
- ✗ loss or damage to your car caused by the wrong fuel being used;
- ✗ loss of use of your car or any other indirect loss, such as travel expenses or loss of earnings. These are commonly called uninsured losses, however, if the accident was not your fault and someone else was responsible, you may be able to claim for these losses using a Motor Legal Expenses cover; (Your Schedule will show if you have this cover with us).
- ✗ damage you or anybody insured under this policy has done deliberately;
- ✗ theft or unauthorised taking of your car unless the incident is reported to the police and assigned a crime reference number and you do not at a later date make any statement to the police that the car was taken with your permission;
- ✗ loss or damage caused by you carelessly allowing someone to deceive you, for example if you allow someone to test drive your car and you did not accompany them;



- ✗ loss of or damage to your car if it is impounded or destroyed by an authorised body e.g. the police or local councils;
- ✗ loss or damage to any vehicle you are driving which is not shown on your Schedule;
- ✗ loss of or damage to your car from an authorised body taking your car and returning it to its legal owner;
- ✗ loss or damage to any trailer, caravan or vehicle (or any property in the trailer, caravan or vehicle) being towed by your car;
- ✗ loss or damage to glass or for bodywork damaged by glass (this is covered under Section 3 Windscreen and Glass Cover);
- ✗ Uninsured Driver Cover if we are unable to trace the person responsible for the accident;
- ✗ the difference between the amount we pay for your car following a claim and any amount you owe on a finance or lease agreement.

## How we settle your claim under Section 1

### Ownership

If your car belongs to someone else, or is under a hire purchase or leasing agreement, we will pay the legal owner or agree with them to replace your car.

If the market value is more than the amount you owe the finance or leasing company, we will pay the difference to you. Alternatively, if the market value is less than the amount you owe the finance company, it is your responsibility to pay that difference.

### Repairs

Once we have details of the accident, if the loss or damage is covered, we will agree with you how to arrange the repairs to your car through our recommended repairers. This will include collecting your damaged car, storage costs, and delivering it back to your home once repairs have been completed.

A courtesy car will be provided whilst your car is being repaired at our approved repairers, but will not be provided if your car is stolen and not recovered or is deemed a write off (cost to repair is more than 59% of the market value of your car). The car provided will be small hatchback car with an engine size less than 1.2cc. It will be covered under the same cover as your car and can only be used within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

We may use parts or accessories, which aren't made or supplied by your car's manufacturer but are of similar type and quality to the parts and accessories we're replacing.

All repairs will have a guarantee if you use our recommended repairer. The guarantee stands for 5 years from the date that the work was carried out, or until you sell your car.

## New car replacement

If your car:

- is less than 12 months old; and
- you are the first and only registered keeper (other than pre-registered with the dealer); and the estimated cost of repairing the damage caused by a claim that is covered by this policy is more than 59% of the price of an identical new car when the loss or damage happened; or is stolen and not recovered, then we will replace your car with a new one of the same make, model and specification.

If one is not available in the UK, we will agree with you to either:

- replace your car with a similar car of identical list price, or;
- pay you the price you paid for your car or the manufacturer's current list price (including taxes)

whichever is less.

Your car will then become our property.

### Important Note

Once you and we agree to provide a replacement car, we will not pay any costs associated with any delay in getting the replacement car.

## Get you home

We will make sure that you and your passengers are taken to your home if your car is not roadworthy after an incident.

## Emergency Overnight Accommodation / Travel Expenses for Onward Travel

If you are unable to use your car following an incident and you are travelling to a single destination in the UK other than your home, we will pay for one of the following:

- transporting you and your passengers to your intended destination, or
- overnight accommodation for one night for up to 6 passengers including you.

The option we decide to use will depend on your circumstances following a claim. For example if someone is hospitalised following an accident we may provide overnight accommodation instead of taking everyone else to your destination.

- ✗ Overnight accommodation will include breakfast but no other incidental expenses such as drinks, newspapers or in-room services.
- ✗ We will not pay more than £50 per person (up to £300 in total).
- ✗ We will not take you or your passengers to more than one destination.
- ✗ We will not provide transport or accommodation outside the UK.

## Child car seats

If you have a child car seat fitted at the time of an incident covered by this policy and you are making a claim, we will pay up to £300 per child seat to cover the cost of replacing them even if there is no obvious damage to the car seat.

## Excesses that apply

If your Schedule shows an excess applies to your claim, you must pay that as the first part of any claim. (See page 11 for an explanation of how excesses work)

## SECTION 2

### LIABILITY

#### If you injure someone or damage their property

This section tells you what is covered if you have an accident and injure someone or damage someone else's property.

#### Your cover limit for liability if you injure someone or damage their property

<b>If someone dies or is injured</b>	Unlimited
<b>If you damage someone else's property</b>	Up to £20 million per claim
<b>Related legal costs</b>	Up to £5 million per claim
<b>Emergency medical treatment i.e Dental</b>	Up to £250 per claim

#### Liability - Claims against you or others named on your Certificate of Insurance

- ✓ If someone dies or is injured in a car accident as a result of you or anyone named on your Certificate of Insurance using your car or a car provided by us or our approved provider to you, we will cover you for any amount that you are legally obliged to pay.
- ✓ We will also cover you if someone dies or is injured by any electric charging cables attached to your car.
- ✓ We will also cover you and anyone named on your Certificate of Insurance for up to £20 million per claim if you are legally obliged to pay for damages you cause to someone else's property while using your car. This will include up to an additional £5 million for other related legal costs and expenses such as defending any legal action taken against you by the person whose property has been damaged.
- ✓ We will also provide this cover if the death, injury or damage is caused by a trailer, caravan or broken down vehicle that was attached to your car at the time of the accident.
- ✓ We will also provide this cover for anyone travelling in, getting into or out of your car where they cause injury, death or damage to property.
- ✗ We will not cover any damage to property which is owned by, or is in the care of, any person who is claiming under this section - including any vehicle, trailer or caravan.
- ✗ There is a separate limit of £1.45 million for any single pollution or contamination incident, which includes all costs and expenses.

- ✗ We will not cover death of or injury to anyone arising out of their employment by any person insured under this policy except as required under the Road Traffic Acts. Cover for employees would be provided by Employers Liability Insurance which is required by law.
- ✗ We will not cover any death or injury caused by an accident if you or anyone shown on your Certificate of Insurance or Schedule as allowed to drive use your car for any purpose that is not shown on your Certificate of Insurance, such as using your car for yours or your employers business when you are only insured for personal use (social, domestic and pleasure only).
- ✗ We will not cover any death or injury caused by electric charging cables connected to your car, if you have not taken due care to prevent any accidents or injury.
- ✗ We will not cover death of, injury to or damage to anyone's property caused by a vehicle you are driving which is not shown on your Schedule.

### Section 2a - Legal Costs

Following a claim, if we have given our agreement, (this is usually when someone has died in an accident you were involved in) we will cover anyone insured by this policy for:

- ✓ solicitors' fees for representing them in court; and
- ✓ defending any legal proceedings for manslaughter or causing death by dangerous driving.

When assessing whether we agree to cover legal costs and expenses we consider:

- the level of legal expertise required, and the nature of the case;
- the level of costs charged by the legal representative; and
- whether legal representation for a defence of a prosecution is likely to affect the outcome.

### Section 2b - Emergency Medical Treatment

- ✓ We will pay for emergency medical treatment, as required under the Road Traffic Acts, following an accident in your car.
- ✓ In addition to this we will pay up to £250 for emergency medical treatment e.g. emergency dental treatment not required by the Road Traffic Act for anyone in the car if they are injured following an accident involving the car.
- ✓ If this is the only payment we make, it will not affect your no claim bonus.

#### Important note

You or anyone driving the car may have to pay these costs at first. If this happens you should let us know when you report the accident and we will handle it as part of your claim.

## SECTION 3

### WINDSCREEN AND GLASS COVER

#### If your car's windscreen or glass is damaged

This section explains the cover you have if your windscreen or glass on your car is damaged.

#### Your cover limit if your windscreen or glass on your car is damaged

The below limits are payable after the excess has been paid. Your excess can be found in your Schedule.

<b>Windscreen repair or replacement by our repairer</b>	Unlimited
<b>Windscreen repair or replacement by your own repairer</b>	£100

#### Windscreen and Glass Cover

- ✓ If the glass in your car is damaged, we will pay for its replacement or repair. We will also pay to recalibrate the windscreen where required and for repairs to your car's bodywork if it is scratched by any of the broken glass.

We will not cover:

- ✗ the excess shown in your Schedule;
- ✗ any damage to or caused by broken lights or reflectors (This is covered under Section 1 Damage to your car);
- ✗ damage you or anyone travelling with you has done deliberately;
- ✗ damage to a glass or plastic sunroof, panoramic roof, roof panel, foldable roof or removable hood of a convertible car. (This is covered under Section 1 Damage to your car);
- ✗ loss of use of your car or any other indirect loss, such as travel expenses or loss of earnings;
- ✗ more than the market value of your car;
- ✗ more than £100 after you have paid your excess if you choose not to use one of our approved glass repairers.

If this is the only payment we make, it will not affect your no claim bonus.

## SECTION 4

### DRIVING OTHER CARS

#### This section details the cover provided for Driving other Cars if displayed on your certificate.

If you have comprehensive cover and your certificate of insurance states you have cover for driving other cars, we will cover your legal liability for the death of or bodily injury to any person or damage to property (or both) caused by you driving any other private motor car (this does not include any commercial vehicle, motorcycle or any other motor vehicle) that you don't own, is not registered to you and is not hired to you under a hire purchase or rental or lease agreement, as long as:

- ✓ you drive in the territorial limits;
- ✓ the other private motor car is registered and normally kept in the territorial limits;
- ✓ there is a current and valid policy of insurance in force for the other private motor car you are driving;
- ✓ you have the owner's permission to drive the other private motor car;
- ✓ the other private motor car has not been seized or confiscated by, or on behalf of, any government or public authority;
- ✓ you are not covered by any other insurance to drive the other private motor car;
- ✓ you still own your car (or you are still its main driver and you told us that someone else owns your car when you insured it with us) and it has not been stolen and not recovered, or damaged, or has not been declared a total loss;
- ✓ you are aged 25 or over at inception of your policy.
- ✓ you have held a full UK/EU driving licence for a minimum of 12 months.
- ✗ We will not insure loss of or damage to the private motor car you are driving under this section.
- ✗ The cover for driving other cars does not apply if the other private motor car you are driving is owned by or registered to, or hired, rented or leased to, you, your business partner or your employer, or is being kept or used in connection with your or your employer's business.
- ✗ This cover for driving other cars does not allow use to release a motor vehicle, which has been seized by, or on behalf of, any government or public authority.
- ✗ The private motor car you are driving under this section must not weigh more than 3.5 tonnes in gross vehicle weight.
- ✗ Anything which is not covered under section 2 of your policy is not covered under this section.

## SECTION 5

### USING YOUR CAR ABROAD

#### If you use your car abroad

This section explains the cover you have when driving in the EU.

#### Your cover limit for using your car abroad with comprehensive cover

<b>Number of days full cover whilst travelling in the EU during your policy year.</b>	90 days
<b>Maximum trip length</b>	90 days

#### Using Your Car Abroad

- ✓ We will cover you and anyone shown on your Certificate of Insurance to drive your car in the European Union and any country which agrees to follow European Union Directives on motor insurance and is approved by the Commission of the European Union for up to 90 days during your insurance year, this could be for example one trip of 90 days or 3 separate trips of 30 days each. The cover provided is identical to that shown in your Schedule. This also includes transporting your car between those countries.
  - ✓ If you permanently live in Northern Ireland, the 90 days cover is automatically extended for the full insurance year whilst you are driving in the Republic of Ireland only.
- We will also cover:
- ✓ the cost of delivering your car to you whilst you are still abroad following a claim or to the address on your Schedule if you have returned home after necessary repairs have been finished.
  - ✓ foreign customs duty you must pay because damage to your car prevents its return to Great Britain and Northern Ireland.
  - ✓ general Average and Salvage charges if you are at fault for the claim, for example these may be applied if your car is lost or damaged whilst it is being transported by sea for example in a ship container.
  - ✗ We will only accept claims relating to the use of your car abroad if they would have been accepted if the incident had happened in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.
  - ✗ For this cover to apply, your permanent home must be in Great Britain, Northern Ireland or the Isle of Man and your car registered and normally kept there.
  - ✗ The driving other cars section of your policy (Section 4) does not apply if you drive outside of the territorial limits.
  - ✗ If, under the law of any country you are visiting, we must make a payment that is not covered by the policy, we have the right to recover this payment from you or the person who is liable.

## SECTION 6

### PERSONAL ACCIDENT

#### If you are permanently injured in an accident

This section explains the cover you have if you or your partner are killed or permanently injured in an accident involving your car.

##### Important Note

Where we say partner in this section we mean the person you are legally married to, your civil partner (as defined in the Civil Partnership Act 2004) or your domestic partner that lives at the same address as you. This does not include any business partners or associates.

#### Your cover limits if you are killed or permanently injured in an accident involving your car

We will only pay for one claim for death or injury per person during the policy year.

<b>If you or your partner die.</b>	£5,000 per person
<b>If you or your partner suffer permanent and total loss of sight in one or both eyes.</b>	£5,000 per person
<b>If you or your partner lose any limbs.</b>	£5,000 per person

#### Personal Accident Benefits

If you or your partner are injured or killed whilst travelling in your car, or getting in or out of any car, we will pay £5,000 for each person who suffers one of the below:

- ✓ you or your partner die;
- ✓ you or your partner suffer permanent and total loss of sight in one or both eyes;
- ✓ you or your partner lose any limbs.

We will not pay for:

- ✗ death or loss of sight or limb if this happens more than 3 months after the accident;
- ✗ any death or injury not caused by a sudden and unforeseen accident; for example suicide or attempted suicide;
- ✗ any injury to the driver if they were under the influence of drugs or alcohol above that allowed by law in the country the accident happens;
- ✗ any claims if the policy is in the name of a business;
- ✗ any claims where the injured person was not wearing a seatbelt when they are required to by law;
- ✗ more than one claim per person per year;
- ✗ claims for anyone other than you and your spouse. I.e. Any other passengers or other drivers of the car.

## SECTION 7

### WHAT WE WILL NOT COVER YOU FOR IN SECTIONS 1-6

#### What we will not cover you for in Sections 1 - 6

In addition to the limitations in cover highlighted by the red X in Sections 1-6 there are also some things we will not pay out for regardless of the circumstances which apply to all sections.

##### **We will not cover claims:**

- X If you use your car for any purpose that is not shown on your Certificate of Insurance, such as using your car for deliveries when you are only insured for personal use (social, domestic and pleasure only).
- X For any incident if the person driving or in charge of your car is not included on your Certificate of Insurance as a person entitled to drive.
- X If you allow someone to drive your car who doesn't hold a valid driving licence, such as a driver who is disqualified/banned from driving, prevented by law from holding a driving licence or is not meeting the terms and conditions of their licence (for example, someone driving on a provisional licence without having a qualified driver with them).
- X For any claims due to an incident whilst driving on a race track, off-road activities or being used on a derestricted toll road such as the Nurburgring
- X For anyone driving at the time of the incident who is found to have a higher level of alcohol or drugs in their body than is allowed by law, or fails to provide a sample of breath, blood or urine when required to do so, without lawful reason
- X Arising from use on any part of an airfield;
- X For any claim as a result of you or any passengers carrying any dangerous substances or goods such as explosives or corrosive materials.
- X For damage or loss caused by criminal acts you (or anybody insured under this policy) commit.
- X For any car which is not taxed and holding a valid MOT (where applicable), unless your car is registered as SORN.
- X For incidents that happen outside the dates shown on your Schedule.
- X For any loss, damage or liability which is as a result of a deliberate act by anybody included on your Certificate of Insurance and Schedule as a person entitled to drive.

##### **Liability - We will not cover claims:**

- X Resulting from any liability that you have agreed to accept unless you would have had that liability anyway; for example if you say it was your fault but it is found that the other person was at fault or joint fault;
- X Where we must make a payment that is not covered by the policy, if this happens we have the right to recover this payment from you or the person who is liable, for example if the driver of your car was found to be under the influence of alcohol or non prescription drugs at the time of the accident.

##### **Radioactivity - We will not cover claims:**

- X That are caused by radiation or contamination from nuclear fuel or nuclear waste or from burning or explosion of nuclear fuel;
- X That are caused by the radioactive, toxic, explosive, hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or its component part;
- X That are caused by any weapon or device using atomic or nuclear fission or fusion or radioactive force or matter.

##### **War, terrorism, riot, civil unrest - We will not cover claims:**

- X For war, civil war, terrorism, rebellion or revolution except when required by the Road Traffic Acts; or
- X For riot or civil unrest that happens outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.
- X For incidents that happen outside the dates shown on your Schedule.

##### **Pollution & Contamination - We will not cover claims:**

- X For pollution or contamination unless it was caused as a result of an insured event.

##### **Other Insurance - We will not cover claims:**

- X For more than our share of any claim if any other insurance policies cover the same loss, damage or liability as this policy.

## SECTION 8

### GENERAL CONDITIONS

This section explains what your responsibilities are, such as how you can make a change, how your policy can be cancelled by you or us, how you can make a complaint, what happens at renewal and how your no claim bonus works.

#### Duty of care

You must take all reasonable steps to keep your car in a safe and roadworthy condition and protect it from damage, including fire, theft or attempted theft. The car must be kept or used with a valid Department of Transport test (M.O.T.) certificate, if one is needed by law.

You must also keep to all regulations relating to your driving licence, your car and its ownership.

##### **Check all your details are correct**

Please take time to read your Statement of Fact, Schedule and Certificate of Insurance.

If any information is incorrect, or not true to the best of your knowledge or belief, or if you are unsure, please contact us as soon as possible, as it could affect your insurance cover.

If you do not let us know that any of the information provided by you is incorrect, we may take one or more of the following actions:

- cancel your policy;
- declare your policy void (treating your policy as if it had never existed);
- change the terms of your policy; or
- refuse to deal with all or part of any claim or reduce the amount of any claim payment.

### **If something changes**

It is important you keep us up to date with changes that may affect your car policy. If any of the information that you gave us which is included within your Statement of Fact, has changed, then you must let us know.

If you don't, it could mean that we will not pay your claim and your policy may be cancelled.

The kind of things that might change on your Statement of Fact that we need to know about are:

- a change of car or a change in your car's registration number;
- a change of address or a change to the place where you keep your car when it is not in use.
- if any driver on the policy passes their driving test;
- any modifications or additions to your car including any dealer or manufacturer options - such as changes to the engine or suspension, alloy wheels or any changes that affect the value, appearance, handling or performance of your car;
- there is a change to who drives your car the most;
- you or anyone else on this policy changes their job, takes a second job or changes how they use your car;
- you or anyone else on this policy who drives your car has their driving licence taken away or suspended;
- the condition of your car changes;
- you or any other driver listed on the Statement of Fact has been convicted of a criminal offence or have possible prosecutions outstanding;
- you or any other driver listed on the Statement of Fact receive any motoring convictions or fixed penalty endorsements (pending or not);
- any accidents, claims, thefts or losses occur for you or any driver allowed to drive under this policy, whether claimed for or not on any other motor insurance you or they are insured on.

Please remember that if you don't tell us about changes, it may affect any claim you make. If you are not sure whether you need to tell us about a change, please contact us at [www.wearemarmalade.co.uk](http://www.wearemarmalade.co.uk) and start a chat.

If you do tell us something has changed, we can increase or reduce your premium as well as change any excesses. This may also mean that a new endorsement could apply. This information will be provided by us when you make the change. We may also cancel the policy if we can no longer cover you.

## **Making a claim - More details can be found on page 10**

After any loss, damage or accident, you or any driver allowed to drive under this policy must:

- report the incident as soon as possible by contacting us at 0333 035 9888;
- give us all the information and help that we ask for, including details of anyone else involved;
- immediately send us every letter, claim, or legal document relating to the claim without answering it;
- and tell us immediately if there is to be a prosecution, inquest or other court proceedings.

## **Defending or settling a claim**

You or any driver allowed to drive under this policy must not admit you were at fault for any loss or damage, or make any offer to pay any claim.

To enable us to handle any claim on your policy, we are entitled to:

- take over and defend or settle any claim in the name of any person, company or firm insured by your policy;
- take legal action in your name, or in the name of any person, company or firm insured by your policy, to get back any payment we make under your policy;
- decide how we handle the claims and any attempts at recovering costs.

## **Car sharing**

Your policy does not insure you or any driver allowed to drive to use your car for hire or reward. However, if passengers in your car make a payment towards the cost of a journey, we will not class this as use for hire or reward if:

- your car is not designed or adapted to carry more than seven people including the driver;
- the passengers are not being carried in the course of the business of carrying passengers; and
- the total of the payments made by all the passengers does not include a profit.

## **Service and repair**

While your car is with motor traders or their employees being serviced or repaired we will provide you with cover for Section 2 Liability only.

## Cancellation Rights

We want you to be completely happy with your policy, but if you are not, you have the right to cancel this policy at any time. Here's how it works.

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.

### Cancelling before the policy starts

If you or we cancel your policy before the start date, we will refund your entire premium to you.

### Cancelling after the start of the policy

You can cancel your policy at any time (including during the 14 day cooling off period) by letting us know. As long as no claim has been made or is going to be made, we will refund the premium for the exact number of days left on your policy. If you have made a claim or one is expected to be made and we have been unable to recover our costs we will not refund any premium, we will also not refund any premium you have paid for an optional extra cover if you have made a claim on those covers or one is expected to be made.

We have the right to recover any outstanding premium you owe following cancellation if you are paying by Direct Debit.

### Our right to cancel your policy

We have the right to cancel this policy at any time by giving you 7 days' notice to your last known address or email address, if we have a good reason to do so.

Reasons why we may decide to cancel your policy include things such as:

- if you do not pay your premium or instalment payment by the payment due date. We will take reasonable steps to give you a chance to make the outstanding payments before we cancel your policy;
- we identify that incorrect information was given to us on purpose, which means we no longer wish to insure you;
- if you do not provide us with information or documentation we reasonably require, for example; proof of no claim bonus or security device fitment certificates;
- where you have not taken reasonable care to provide complete and accurate answers, and failed to put this right when we asked you to;
- changes to the information that you provided us when you purchased the policy, which are shown on your Statement of Fact or Schedule, that mean we no longer wish to insure you;
- use of threatening or abusive behaviour or language, or intimidation to our staff or suppliers by you or someone representing you.

As long as no claim has been made or is going to be made on your car policy, we will refund the premium for the exact number of days left on your policy. If you have made a claim or one is expected to be made and we have been unable to recover our costs we will not refund any premium.

We may also cancel your policy where you commit or attempt to commit fraud or have committed fraud under another insurance policy. If we cancel your policy on the grounds of fraud, we may cancel immediately and we may keep any premium you have paid.

## Making A Complaint

At Marmalade our aim is to always exceed your expectations and to get things right, on time, every time. We also recognise that sometimes mistakes can happen, and we get things wrong. Telling us you are unhappy is our opportunity to put things right, and to learn from our mistakes, so we can improve the products and services we offer in the future.

## Our promise to you

We will always aim to;

- Acknowledge your complaint promptly.
- Resolve your complaint at the earliest opportunity.
- Communicate our decisions clearly and fairly, and let you know what you can do if you are still unhappy.
- Learn from our mistakes to improve our services and products we offer.

You can make your complaint by:

- Starting a Live Chat at [www.wearemarmalade.co.uk](http://www.wearemarmalade.co.uk) - we're online 9.00 am-6pm Monday to Friday, and 9am-5pm on Saturdays.
- Calling our team on 0333 035 9745
- Writing to us at: Complaints, Marmalade, Complaints Department, Nile Street, Burslem, Stoke-On-Trent ST6 2BA
- Completing our online complaint form at [www.wearemarmalade.co.uk/make-a-complaint](http://www.wearemarmalade.co.uk/make-a-complaint).

## How our complaint process works

We will aim to resolve your complaint as soon as possible, normally within 3 business days, at which point we will send you confirmation in writing that your complaint has been resolved.

On occasions we will require a bit longer to resolve your complaint and in this case, we will send you an acknowledgement letter telling you when we hope to reach a decision. We will then continue to keep you updated on our progress. Once resolution has been agreed, we will then write to you with our complaint decision (this is called a final response), it will either be to;

- Uphold your complaint, telling you why, and what action we intend to carry out to put this right for you, or;
- If we do not uphold your complaint, we will explain the reasons for our decision.

## If your complaint is in relation to the insurer

If your complaint is in relation to the insurer we will send this to them on your behalf, and confirm this to you in writing. Your insurer will then contact you.



## If you are not satisfied with our or your insurer's decision

If at the end of the process you remain dissatisfied, you may contact the Financial Ombudsman Service via;

Post: The Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Telephone: 0800 023 4567

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## Renewal

We will let you know when your policy is due to expire and in most cases we will include an offer to renew your policy for another year.

Please take time to read your renewal documents including the Statement of Fact and Schedule. If any information has changed, is incorrect or not true to the best of your knowledge or belief or your excesses and/or endorsements no longer suit your needs, or even if you are unsure, please contact us as soon as possible as this could affect your insurance cover and the renewal terms offered.

We may automatically renew your policy on the renewal date and we have automatically renewed your policy. If we are going to automatically renew your policy, we will write to you before the renewal date with details of your renewal terms. Make sure you check the excesses and endorsements as these may be different to your previous car policy.

If you pay your premium by Direct Debit, we will continue to take payments from your bank account for the renewal premium.

### If you do not want to renew your car insurance

If you do not want to renew, you must tell us before the renewal date. We will refund any payment that was taken for the renewal premium.

If you do not want to renew, but you only tell us after the renewal date and we have automatically renewed your policy, as long as no claim has been made or is going to be made on your car policy for the time you have been insured since your renewal, we will refund the premium for the exact number of days left on your policy.

If you have made a claim for an incident occurring after the renewal date and we have automatically renewed your policy, or one is expected to be made and we have been unable to recover our costs we will not refund any premium and we have the right to recover any outstanding premium you owe if you are paying by Direct Debit.

## No Claim Bonus

If no claims have been made on your car insurance with us you will receive a no claim bonus which will provide you with a discount at renewal.

If you have made a claim, your no claim bonus and discount will be reduced. Please see the No Claims Bonus Information document for full details. However, there are certain circumstances when your no claim bonus will not be reduced. Examples of when your no claim bonus will not be reduced include:

- if we manage to recover all the costs of your claim from someone else - for example, from the insurance company of someone else involved in the accident;
- if we only pay for a claim under Section 3 Windscreen and Glass Cover;
- if we only pay for a claim for Replacement Locks or Keys under Section 1 - Damage to your Car;
- if we only pay emergency medical treatment charges;
- when making a claim under breakdown cover; or
- when making a claim under motor legal expenses.

### No Claim Bonus Protection

If your Schedule states you have a protected no claim bonus, this means you can keep your no claim bonus discount as long as you do not make more than two claims in any consecutive three year period. Please see the Protected No Claims Bonus Information document for full details of how your Protected No Claim Bonus works.

### Important Note

If you have an accident even if it is not your fault the overall cost of your insurance may still increase and/or you may have to pay a higher excess even though your no claim bonus is not reduced.

## Use of your car for volunteering

We automatically include cover for you using your car for volunteering purposes under social, domestic and pleasure use.

Volunteering use will only be covered if you receive no payment or income for the voluntary work undertaken, other than reasonable expenses to cover running costs such as fuel.

If you do use your car for volunteering activities and get paid (receive an income) for this please contact our customer services team via chat at [www.wearmarmalade.co.uk](http://www.wearmarmalade.co.uk) who will arrange the right type of cover for your needs.

## SECTION 9

### LEGAL INFORMATION

This section highlights key legal information we need you to know about; such as actions we can take if we identify a fraudulent act and our rights to recover payment from you. Details of our Data Protection Policy which gives you a high level view of how we handle your personal information and what laws we follow when dealing with you.

#### Fraud

If you or any driver allowed to drive under this policy;

- makes a claim under this policy which is in any part false or exaggerated;
- supports a claim with a false document or statement;
- makes a claim for any loss or damage as a result of your deliberate act or if the loss or damage was caused with your agreement or knowledge;
- makes a fraudulent payment by bank account and/or card;
- have committed fraud under any other insurance policy; or
- makes an untrue statement, fails to provide us with information we have requested or knowingly provides inaccurate information about their circumstances in order to obtain insurance cover.

We will take one or more of the following actions:

- amend your policy to record the correct information, apply any relevant policy terms and conditions and collect any additional premium due. If you pay by instalments, you will be informed if this additional premium cannot be added to your current instalment plan and must be paid in full;
- declare the policy void (treating your policy as if it had never existed) from the date the fraudulent act was committed;
- not pay any claims which may be made against your policy but have not yet been reported;
- recover all costs incurred for any previous claims paid under your policy;
- not return any premium; or
- cancel your policy.

We may also inform the police, other financial services and anti-fraud databases

#### Our right to recover payment from you

If we have to pay a claim because the law of a country where you have an accident says we must, and we would not have paid the claim under the benefits of this insurance policy, we can recover from you the amount of any payment we have to make. For example, if you were driving your car whilst drunk accordingly to the laws of the country in which you were driving.

#### Privacy and Data Policy

We and the insurer use your data in line with current data protection regulation. You can find full details of how we handle your data and the rights you have regarding your information at:

**Marmalade:**

[www.wearmarmalade.co.uk/about-us/data-policy](http://www.wearmarmalade.co.uk/about-us/data-policy)

**Ageas Insurance Limited:**

[www.ageas.co.uk/privacy-policies/customers-privacy-policy/](http://www.ageas.co.uk/privacy-policies/customers-privacy-policy/)

If you want a printed copy you can request this by contacting us at [www.wearmarmalade.co.uk](http://www.wearmarmalade.co.uk) and starting a chat.

#### Financial Services Compensation Scheme

If we can't meet our liabilities, you may be able to claim from the Financial Services Compensation Scheme (FSCS). There are different levels of compensation, depending on what kind of insurance you have:

- insurance, such as third party motor liability, 100% of the claim is covered
- non compulsory insurance, such as accidental damage to your car, 90% of the claim is covered.

You can get further information from: Financial Services Compensation Scheme, 10th Floor Beaufort House, 15 St Botolph Street, London EC3A 7QU.

Phone 0800 678 1100 or 0207 741 4100

Email [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)

#### Law Applicable

English law will apply to your policy and the English courts shall have jurisdiction in any dispute unless you and we agree to apply the governing law and jurisdiction of the state in which you are a resident within the UK. We supply the policy documents only in English and will always communicate with you in English.

#### Cheatline

The Insurance Fraud Bureau's Cheatline is independent to us and is a free and confidential way for anyone to report insurance fraud.

Each month, around 500 reports are received by the IFB, via either the free-phone number, which is powered by Crimestoppers, or through the online form.

Information submitted to the Cheatline complements the wide array of data from the insurance industry and other agencies, giving us a unique insight into organised insurance fraud in the UK. Together, this information helps us identify fraudsters and work with others to bring them to justice, as well as help insurers avoid having to pay out fraudulent claims.

Report Fraud on - 0800 422 0421 or at [www.insurancefraudbureau.org/cheatline](http://www.insurancefraudbureau.org/cheatline)

## Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available other than by virtue of this Act.

## OPTIONAL PRODUCTS

The below sections are optional, and only apply if you have chosen to buy them. Your Schedule will show if any of these extra covers apply.

### SECTION 10

#### MOTOR LEGAL EXPENSES

Your Schedule shows if this section applies to your policy.

#### Section 10 - Motor Legal Expenses cover

This section covers **legal representative's** costs and other costs and expenses as detailed under the separate sections of cover, up to the **limit of indemnity** where:

- a. The **claim** takes place within the **policy period** and within the **territorial limits**, and
- b. The legal action takes place in the **territorial limits**.

If **you** need to make a **claim** under:

- Section A - please call the claims line on 0333 035 9888
- For Sections B-F - please call the legal helpline on 0333 035 9747

It is important that **you** let **us** know as soon as possible if **you** think **you** may need to **claim**. If **you** do not, this may prejudice **your claim** and may mean **we** are unable to cover **you**.

#### You won't lose your no-claim bonus

If **you claim** under this section of **your policy** only, **your no-claim** bonus will not be affected.

This section of **your policy** is managed by **RAC Insurance Limited** and **RAC Motoring Services**.

#### Definitions applicable to this section

The following defined words are printed in bold type and the meanings of these words are set out below and apply only to this section of **your policy**.

#### Claim

Means an incident which **we** accept as falling within the terms of this Drivers Legal Protection Insurance **policy** and which, in **our** reasonable opinion, is the first incident that could lead to a **claim** being made. For example, issues arising from a **road traffic collision** or incident leading to a motoring prosecution.

#### Legal costs

Means:

1. The reasonable, **proportionate** and properly incurred fees, expenses, costs and disbursements incurred by **you** and agreed by **us** in pursuing or defending a **claim**; and/or
2. The reasonable costs of a third party for which **you** are ordered to pay by the court or are agreed by **us** and which are incurred in connection with **legal proceedings**;

### Legal proceedings

Means the pursuit or defence of civil legal cases for damages and/or injunctions or specific performance, or the defence of a motoring prosecution within a court of criminal jurisdiction within the **territorial limits**;

### Legal representative

Means **us** or the solicitors or other qualified experts appointed by **us** to act for **you** provided that they agree:

1. To try to recover all **legal costs** from the other party;
2. Not to submit any **claim** for **legal costs** until the end of the case; and
3. To keep **us** informed, in writing, of the progress of **legal proceedings**.

### Limit of indemnity

Means the maximum amount payable per **claim** under the **policy** which is £100,000;

### Policy

Means this Drivers Legal Protection Insurance **policy** that is subject to the terms and conditions in this section, along with **your Schedule**;

### Proportionate

Means the value of the **claim** must be greater than the costs of pursuing the **claim**;

### RAC/we/us/our

1. For the provisions of cover under sections A-E means **RAC Insurance Ltd**;
2. For the provision of services under section F of this **policy** means **RAC Motoring Services**;
3. In each case any person employed or engaged to provide certain services on behalf of the **RAC** Group.

### Road traffic collision

Means a collision involving **your vehicle**, for which **you** were not at fault and another party was at fault;

### RAC Motoring Services and RAC Insurance Limited

Means RAC Motoring Services and RAC Insurance Ltd. Registered in England, United Kingdom; Registered Offices: RAC House, Brockhurst Crescent, Walsall WS5 4AW. RAC Motoring Services is authorised and regulated by the Financial Conduct Authority under 310208 & 202737. RAC Insurance Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority;

### Schedule

Means the document outlining **your** level of cover;

### Standard terms of appointment

Means the terms and conditions which **we** will require the **legal representative** to accept in order for **us** to cover **your legal costs**. This contract sets out the amounts **we** will pay the **legal representative** under **your policy** and their responsibilities to report to **us** at various stages of the **claim**. A copy of these terms can be requested by contacting **us**;

### Territorial limits

Means

- a. For section A of **your policy**, the **UK** and the European Union;
- b. For sections B-E of **your policy**, the **UK**;

### UK

Means England, Scotland, Wales, Northern Ireland, and for the purpose of this **policy** includes Channel Islands and the Isle of Man; **Uninsured losses**

Means **your** losses directly arising out of a **road traffic collision** that are not covered by insurance;

### Vehicle

Means the **UK** registered **vehicle(s)** that appears on **your Schedule** and includes attached trailers;

### You/your

Means the person(s) named as the policyholder on the **Schedule**, and for the purposes of making a **claim**, includes any person authorised by the policyholder to drive or to be a passenger in the **vehicle**.

## SECTION A UNINSURED LOSS RECOVERY

### What We Cover You For

If **you** are involved in a **road traffic collision** within the **territorial limits** during the **policy period** for which **you** are not at fault, and **you** have **uninsured losses**, for example **your** motor insurance excess or compensation for personal injury, that **you** need to recover. **we** will;

- Provide **you** or **your** passengers with help and advice;
- Put **you** in touch with **our legal representative**, who will assess **your claim**; and
- If **our legal representative**, in their reasonable opinion, agrees **your claim** (including an appeal or defence of an appeal) has a 51% or greater chance of succeeding, **we** will cover **you** or **your** passengers for **legal costs**, up to the **limit of indemnity**.

### What We Don't Cover You For

- A personal injury **claim** for stress, psychological or emotional injury unless **you** have also suffered a physical injury.

## SECTION B

### MOTOR PROSECUTION DEFENCE

#### What We Cover You For

If **you** have received a summons, citation or requisition for prosecution to attend a court for an alleged motoring offence, involving **your vehicle** and occurring within the **territorial limits** during the **policy period**, **we** will;

- Provide **you** with help and advice in respect of the alleged motoring offences;
- Put **you** in touch with **our legal representative**, who will assess **your** case; and
- If in their reasonable opinion, **our legal representative** agrees **you** have a 51% or greater chance of success, **we** will appoint and pay up to the **limit of indemnity** for a suitable representative to either:
  - a. Defend the allegation; or
  - b. If **you** plead guilty to the offence, look to reduce the impact of the penalty, where it would otherwise result in **you** being disqualified or suspended from driving. This is known as a plea in mitigation;
  - c. Appeal against **your** conviction or sentence.

#### What We Don't Cover You For

- **We** cannot provide help if **your** summons relates to violence, alcohol or drugs related offences or if **you** had no valid licence or no licence at all;
- Claims relating to parking offences where penalty points are not applicable to the offence;
- **We** will not pay fines, costs or other penalties a court of criminal jurisdiction orders **you** to pay;
- Mitigation of a guilty plea if, in **our** reasonable opinion, it would not make a material difference to the outcome of **your** sentence.

## SECTION C

### MOTOR VEHICLE CONSUMER DISPUTES

#### What We Cover You For

If **you** enter into an agreement during the **policy period** and within the **territorial limits** relating to a contract for the sale, purchase, servicing, repair, testing, hire or hire purchase of the **vehicle** and wish to **claim** compensation for a breach of that agreement or defend any **claim** relating to that agreement, **we** will:

- Provide **you** with help and advice;
- Put **you** in touch with **our legal representative**, who will assess **your** case; and
- If **our legal representative**, in their reasonable opinion, agrees **your claim** has a 51% or greater chance of succeeding, **we** will cover **you**

## SECTION D

### MOTOR INSURANCE DATABASE DISPUTES

#### What We Cover You For

If the **vehicle** is seized within the **territorial limits** and during the **policy period** by the police, local authority or government agency, due to incorrect information being stored on the Motor Insurance Database, which is a result of **your** insurance company failing to update the Motor Insurers' Bureau, **we** will:

- Provide **you** with help and advice;
- Put **you** in touch with **our legal representative**, who will assess **your** case; and
- If in their reasonable opinion, **our legal representative** agrees **you** have a 51% or greater chance of successfully challenging the decision to seize the **vehicle**, **we** will cover **you** for **legal costs**, up to the **limit of indemnity**.

## SECTION E

### VEHICLE IDENTITY THEFT

#### What We Cover You For

If **you** are required to attend court regarding an alleged criminal motoring offence due to the unauthorised use of the **vehicle's** identity within the **territorial limits** and during the **policy period**, or **you** have had a civil or criminal judgment wrongly entered against **you**, **we** will:

- Provide **you** with help and advice;
- Put **you** in touch with **our legal representative**, who will assess **your** case; and
- If in their reasonable opinion, **our legal representative** agrees **you** have a 51% or greater chance of successfully defending **legal proceedings** or challenging a judgment, **we** will cover **you** for **legal costs**, up to the **limit of indemnity**.

#### What We Don't Cover You For

- Claims where the **vehicle's** identity is used without **your** permission by someone living with **you**.
- **We** will not pay fines, costs or other penalties a court of criminal jurisdiction orders **you** to pay;

# SECTION F

## TELEPHONE LEGAL HELPLINE

### What We Cover You For

- **We** will provide a telephone legal helpline service, open 24 hours a day, 365 days a year. Just call **us** on 0333 035 9747
- **We** will give **you** initial advice on any private legal matter and any tax matter within the **UK**. Where possible, **we** will tell **you** what **your** legal rights are, which options are available to **you** and how best to implement them. **We** will let **you** know if **you** need a lawyer.

### What We Don't Cover You For

- Advice where, in **our** reasonable opinion, **we** have already given **you** the options available,
- Advice relating to immigration or judicial review; and
- Advice against **us**.

### General Conditions and Exclusions

The following conditions apply to all sections of this **policy**. If **you** do not comply **we** can refuse cover and/ or cancel **your policy**.

1. **You** must pay **your** premium;
2. **You** must request services directly from **us**, as **we** will only provide cover if **we** make arrangements to help **you**;
3. Legal claims can be complex and technical. **You** must follow **our** advice or that of the **legal representative**, to continue to receive funding from **us**. If **you** do not (for example, **you** go against **our** advice, fail to co-operate with **our** reasonable requests, delay the **claim**, do not submit **legal costs** to **us** straight away or take any other action that may harm **your** case) **we** may withdraw cover;
4. **We** will not cover **legal costs**:
  - a. that have not been agreed by **us** or were incurred prior to **us** accepting the claim;
  - b. for claims arising from:
    - faults in the **vehicle** or faulty, incomplete or incorrect service, maintenance or repair of the **vehicle**; or
    - a **road traffic collision** occurring during a race, rally or competition;
5. **We** may withdraw cover if at any point **your claim** has less than a 51% chance of succeeding;
6. **You** must always keep any losses **you** incur to a minimum. Ensure **you** take steps to prevent any loss in the first place and don't do anything that could unnecessarily increase **your** losses or prejudice **your claim**. If **you** do not, **we** may not cover **you** and it may affect **your** ability to **claim**. Please speak to **us** if in doubt;

7. **You** must notify **us** of all offers to settle **your claim**. **We** may withdraw cover if **we** have not provided written authorisation to accept or reject an offer to settle **your claim**;
8. **You** must ensure **you** take steps to prevent any loss in the first place and don't do anything that could unnecessarily increase **your** losses or prejudice **your claim**. If **you** do not, **we** may not cover **you** and it may affect **your** ability to **claim**. Please speak to **us** if in doubt;
9. **We** will need to be able to speak directly to any **legal representative** appointed, or agreed by **us**, even if this is one **you** have chosen;
10. Whilst **we** must appoint the **legal representative**, **you** may choose **your** own if it becomes necessary to start court proceedings, or if there is a conflict of interest. If **you** wish to do this, please tell **us** their name and address so **we** can consider **your** request. **Your** suggested **legal representative** must agree to **our Standard Terms of Appointment**. If for any reason **we** cannot agree to **your** suggested **legal representative**, **we** will ask the Law Society of England and Wales (or similar body) to name one;
11. If **you** have a dispute with **us** or complaint about the service provided by **us** or a **legal representative we** appoint, please let **us** know using **our** complaints procedure. Please note however, this **policy** will not cover any advice or **your legal costs** in connection with this or any **claim** against **us**;
12. **We** may decide not to issue **legal proceedings**, but instead pay **you** directly for **your claim**, for example, where the **legal costs** of **your claim** are greater than the value of **your claim**;
13. If **you** have legal expenses cover with a provider other than **RAC** or if **you** are a member of a trade union and the cover or membership benefits provide cover for **your claim**, **we** will not provide cover'
14. During extreme weather, riots, war, civil unrest, industrial disputes, **our** services can be interrupted. **We** will resume **our** service to **you** as soon as **we** can in these circumstances.

### Cancellation of your policy

This optional cover cannot be cancelled unless you are also cancelling your Marmalade Car insurance policy. Please refer to the main cancellation section on page 30 for details.

### Complaints

Whilst **we** will make every effort to maintain the highest standards, **we** recognise that there may be some occasions when **we** fail to satisfy the particular requirements of **our** customers. **We** therefore have procedures in place to investigate and remedy any area of concern. Full details of the complaints procedure can be found on page 31

### Your Data

Details of how Marmalade handle **your** data can be found on page 35. If **you** require **our** full data privacy notice it is available at: [www.rac.co.uk/privacy-policy](http://www.rac.co.uk/privacy-policy). Alternatively, a hard copy is available from **us** on request.

# SECTION 11

## BREAKDOWN ASSISTANCE

**Your Schedule shows if this section applies to your policy.**

Your Schedule will tell you which level of breakdown cover you have bought.

Please use the table below along with your Schedule to identify which sections of the breakdown cover apply to you.

Policy Feature and Benefits			
Section	Roadside	UK & Home	European
A. Roadside Assistance	✓	✓	✓
B. Nationwide Recovery in the UK	✗	✓	✓
C. Homestart in the UK	✗	✓	✓ (In UK only)
D. Misfuelling in the UK (Recovery only)	✓	✓	✓ (In UK only)
E. European Breakdown	✗	✗	✓
F. General Exclusions that apply to all parts of this breakdown policy	✓	✓	✓
G. General Conditions that apply to all parts of this breakdown policy	✓	✓	✓

### Status disclosure

This policy is underwritten by Inter Partner Assistance S.A. is authorised and regulated by the National Bank of Belgium, with a registered head office at Boulevard du Régent 7, 1000 Brussels, Belgium. Authorised by the Prudential Regulation Authority (firm reference number 202664). Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority.

Inter Partner Assistance S.A. UK branch office address is 106-118 Station Road, Redhill, RH1 1PR. Inter Partner Assistance S.A. is part of the AXA Group. This policy is governed by the laws of England and Wales.

### Important information

This document sets out the terms and conditions of your cover and it is important that you read it carefully. There are different levels of cover available. The cover you hold will be set out in the accompanying policy Schedule. If changes are made, these will be confirmed to you separately in writing.

Each section of cover explains what is and is not covered. There are also general exclusions (things that are not included) that apply to all sections of the cover, and there are general conditions that you must follow for the policy to work.

### Cancellation

This optional cover cannot be cancelled unless you are also cancelling your Marmalade Car insurance policy. Please refer to the main cancellation section on page 30 for details.

## MEANING OF WORDS

Wherever the following words and phrases appear in bold and in this section, they will always have the following meanings.

### 1. We, Us, Our

Inter Partner Assistance SA UK Branch and AXA Assistance (UK) Ltd both of The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR.

### 2. Vehicle Policy

This policy covers breakdown assistance for the specific vehicle(s) shown on your policy Schedule. These are the only vehicle(s) that this cover applies to.

### 3. You, Your, Driver

Respectively, the policyholder(s) named on the Schedule or any person driving an insured vehicle, and any passengers in the insured vehicle. (We will only assist up to eight people including the driver).

### 4. Vehicle/s Vehicle means the car, vehicle or motorcycle and which is:

- no longer than 5.5 metres;
- no heavier than 3,500 kilograms;
- not higher than 3 metres;
- no wider than 2.25 metres;

as shown on your policy Schedule.

There is unlimited length for the oversize vehicles policies codes TB,TC,TD,TE.

If the vehicle you are in breaks down while you are towing a caravan or trailer, we will recover the vehicle and the caravan or trailer, as long as the caravan or trailer is not more than:

- 8 metres long;
- 3 metres high; and
- 2.25 metres wide.

The vehicle you are travelling in must carry a serviceable spare tyre and wheel, and a key that will let us remove a wheel secured by wheel nuts for the vehicle, caravan or trailer, if it is designed to carry one.

### 5. Your Home

The last address (in the UK) you gave to Marmalade as being where you permanently live or where you keep your vehicle. Where your home is domiciled in Northern Ireland, cover is automatically extended for sections A and B whilst your vehicle is being used in the Republic of Ireland.

## 6. Breakdown

Not being able to use the **vehicle** because of:

- a mechanical breakdown;
- an accident;
- vandalism;
- a fire;
- a theft or an attempted theft;
- key breakage;
- a flat tyre;
- a flat battery;
- it having no fuel; or
- putting the wrong fuel in (in the UK only).

## 7. Territorial Limits

UK: Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

For European breakdown cover (section E only) this also includes Andorra, Austria, Belgium, Bulgaria, Croatia, Denmark, Finland, France, Germany, Greece, Iceland, Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, Portugal, Republic of Ireland, Romania, San Marino, Spain, Sweden, Switzerland, Turkey, Estonia, Latvia, Lithuania, Poland, Czech Republic, Slovakia, Hungary, Slovenia, the Vatican City, Malta, the Republic of Cyprus, and other islands that belong to these countries and that are in Europe.

## 8. Period of cover

The period of time which the insurance applies to and that is shown on your policy Schedule.

## 9. Journey

A trip between your home and a place in the UK or abroad, within the territorial limits. For trips abroad this must not be longer than 90 days in total during the period of cover. You must have started out on your journey for cover to apply.

## 10. Luggage

Suitcases or other bags that contain personal belongings for your journey.

The cover provided under each section is subject to the General Conditions and General Exclusions detailed in sections F and G

## HOW TO CLAIM

To get UK emergency help phone: 0333 035 9746

If **you** need **Breakdown** Assistance in Europe, please call: +44 1737 334299.

Text messaging is available for use by deaf, hard of hearing or speech-impaired customers. Please text the word "**breakdown**" to 07624 808 266.

**You** should have the following information available:

- The **vehicle's** registration number.
- **Your** name, **home** postcode and contact details.
- **Your** policy number.
- The make, model and colour of the **vehicle**.
- The location of the **vehicle**.
- An idea of what the problem is.
- SOS Box number (where applicable).

## HELP ON MOTORWAYS

### In the UK

If you break down on a motorway, please make sure you try to pull your vehicle onto the hard shoulder, or on a smart motorway if possible bring the vehicle to a stop in the nearest emergency bay. If this is not possible, you must stop safely in the carriageway with your hazard indicators on and, **ONLY** if safe to do so, get out of the vehicle on the roadside or verge. Under no circumstances you should exit the vehicle on either side where traffic is flowing, for example if you break down in the middle lane and cannot bring the vehicle to the side.

Once you have safely come to a halt, please contact our 24-hour emergency UK helpline on the above number.

### In Europe

If **you** break down on the motorway, go to the nearest SOS emergency phone box. Ask the police to contact the 24-hour emergency helpline on the above number.

**You** will only be able to claim the services **we** provide by contacting the emergency helpline number.



## SECTION A

### ROADSIDE ASSISTANCE

The cover in this section will only apply if premium has been paid.

#### What is covered

- ✓ If the **vehicle** breaks down more than 1/4 mile from **your home**, **we** will arrange and pay for a breakdown vehicle to come to the **vehicle** (for up to one hour) to try to get it working again.
- ✓ If the **vehicle** cannot be made safe to drive at the place **you** have broken down, **we** will arrange and pay for the **vehicle**, the **driver** and up to seven passengers to be taken to **your home** or to a suitable local garage (normally within 20 miles of the **breakdown** location) for it to be repaired. **You** must pay the costs of any repairs.
- ✓ If **you** require, **we** will pass on two messages to **your home** or place of work (applies to all sections of cover).
- ✓ If the **driver** is unable to drive due to an injury or illness acquired during a **journey** away from **your home**, and there is no one else able to, qualified or insured to drive the **vehicle**, **we** will provide assistance to either finish the **journey** or return the **vehicle** and passengers to the place you were originally travelling from. You will need to provide a medical certificate for the **driver**, showing they are unable to drive the **vehicle**, before **we** can provide this benefit.

#### What is not covered

- ✗ A **breakdown** at or within 1/4 mile from **your home**.
- ✗ Anything mentioned in the general exclusions. (Please see section F.)

## SECTION B

### NATIONWIDE RECOVERY IN THE UK

The cover in this section applies in addition to the cover shown in Section A. It will only apply if it is shown on **your** current policy Schedule and if the premium has been paid.

#### What is covered

If the **vehicle** cannot be made safe to drive at the place **you** have broken down, and cannot be repaired the same day at a suitable local garage, **we** will choose the most appropriate solution from one of the following options:

**Option 1: nationwide recovery:** **we** will take the **driver** and up to seven passengers, together with the **vehicle**, at **your** request, to either where **you** were originally travelling to or **your home** address. **We** will then arrange for the **vehicle** to be taken to a suitable repairer for it to be repaired at **your** cost, provided this can be done in one **journey**.

**Option 2: overnight accommodation:** **we** will pay the costs for bed and breakfast for one night only for **you** and **your** passengers up to a maximum of £500 in total.

**Option 3: 24-hour UK hire vehicle:** **we** will pay for a suitable hire **vehicle** for up to 24 hours. **You** will be responsible for returning the hire **vehicle** and collecting **your** repaired **vehicle**. **You** must meet the conditions of the hire company to be able to hire a **vehicle**.

**Option 4: Onward travel via public transport:** **we** will pay a maximum of £250 in total for **you** and **your** passengers to continue **your journey** or return to **your home** via public transport. The means of such public transport shall be at **our** discretion. **We** will also pay the cost of one single standard class rail ticket to collect **your vehicle** (if needed) once repairs have been carried out.

#### Emergency Driver:

In addition to the benefits above, if the **driver** cannot drive because of an injury or illness acquired during a **journey**, and there is no one else able or qualified to drive the **vehicle**, **we** will provide assistance to finish the **journey** or return the **vehicle** and passengers to the place **you** were originally travelling from. **You** will need to provide a medical certificate for the **driver** before **we** provide this benefit.

#### What is not covered

- ✗ A **breakdown** at or within 1/4 mile from **your home**.
- ✗ Anything mentioned in the general exclusions. (Please see section F.)

## SECTION C

### HOMESTART IN THE UK

The cover in this section applies in addition to the cover shown in Sections A (and B). It will only apply if it is shown on **your** current policy Schedule and if the premium has been paid.

#### What is covered

- ✓ If the **vehicle** breaks down anywhere at or within 1/4 mile from **your home**, we will arrange and pay for a breakdown vehicle to come to where **you** are for up to one hour to try to get the **vehicle** working again.
- ✓ If the **vehicle** cannot be made safe to drive at the place **you** have broken down, **we** will arrange and pay for the **vehicle**, the **driver** and up to seven people to be taken to a suitable local garage (normally within 20 miles), for it to be repaired. **You** must pay the costs of any repairs.

#### What is not covered

- ✗ Anything mentioned in the general exclusions. (Please see section F.)
- ✗ A **driver** to finish the **journey** if **you** break down within 1/4 mile of **your** home.

## SECTION D

### MISFUELLING IN THE UK (RECOVERY ONLY)

The cover in this section applies in addition to the cover shown in Sections A, B and C.

#### What is covered

- ✓ Recovery of the **vehicle**, the **driver** and up to seven passengers to the nearest repairer if **you** put the wrong fuel in **your vehicle**.

#### What is not covered

Any costs other than the recovery of the vehicle.

**You** will be responsible for paying any costs to rectify the misfuelling such as:

- Draining and flushing the fuel tank, pipes and components in the **vehicle**;
- The cost of filling up the **vehicle** with the correct fuel thereafter.

You are also not covered for:

- ✗ Any costs for lost fuel;
- ✗ Where misfuelling occurs outside the UK;
- ✗ Any claim resulting from foreign matter entering the fuel system except for diesel or petroleum;
- ✗ Mechanical or component damage to **your vehicle** whether or not caused as a result of misfuelling or the cost of hiring an alternative **vehicle** in the event mechanical or component damage is sustained;
- ✗ Any defect which is deemed NOT to be a direct result of misfuelling or a defect which existed before the incident of misfuelling;
- ✗ Any **vehicle** or **vehicles** other than the **vehicle** or **vehicles** listed on the policy Schedule;
- ✗ Anything mentioned in the general exclusions. (Please see section F.)

## SECTION E

### EUROPEAN BREAKDOWN

The cover in this section applies in addition to the cover shown in Sections A (B, C and D). It will only apply if it is shown on **your** current policy Schedule and if the premium has been paid.

#### E1 - Before travel abroad starts

The benefits shown under section E4 below also apply in the UK, as long as **you** break down during **your journey**.

#### E2 - Help at the roadside and towing in Europe

- If **your vehicle** breaks down, **we** will come to where the **vehicle** is located. **We** will arrange and pay for **your vehicle**, the **driver** and up to seven passengers to be taken to a local garage (normally within 20 miles) for it to be repaired. **You** must pay the costs of any repairs.
- After the theft or attempted theft of the **vehicle** or its contents, **we** will pay the costs of repairing the damage or pay for replacement parts up to £200, which are needed for emergency roadside repairs to make **your vehicle** secure.

#### What is not covered

- ✗ **We** will not pay any amounts for making the **vehicle** secure once **you** have returned to the UK.
- ✗ Anything mentioned in the general exclusions. (Please see section F.)

#### E3 - Delivering replacement parts

##### What is covered

- ✓ If replacement parts are not available locally to repair the **vehicle** after a **breakdown**, **we** will arrange and pay to have the parts delivered to **you** or an agreed place as quickly as reasonably possible.

#### What is not covered

- ✗ The actual cost of replacement parts and any customs duty. **You** must pay **us** this using a credit card or debit card or any other payment method **we** agree is suitable.
- ✗ Any amount for getting parts, if the replacement parts can be bought locally.
- ✗ Anything mentioned in the general exclusions. (Please see section F.)

#### E4 - Not being able to use your vehicle

##### What is covered

If during **your journey**, **your vehicle** breaks down, and it is not safe to drive, and it will take at least eight hours to repair, or if it is stolen and not recovered within eight hours, **we** will arrange and pay for the most appropriate solution from one of the following options:

- ✓ To move **you**, **your** passengers and **luggage** to where **you** were originally travelling to, and then, once **your vehicle** has been repaired, take **you** back to **your vehicle** or bring **your vehicle** to **you**; or
- ✓ The cost of hiring another car while **your vehicle** is being repaired. **We** will pay up to maximum £750 in total, as long as **you** are able to meet the conditions of the hire-company; or
- ✓ **We** will pay for bed and breakfast costs of up to a maximum of £125 per person, up to a maximum of £750 in total for everyone in **your** group, while **your vehicle** is being repaired, as long as **you** have already paid for **your** original accommodation and **you** can't get **your** money back.

##### What is not covered

- ✗ The cost of fuel or lubricants **you** use in the hire vehicle.
- ✗ Replacement parts.
- ✗ Any insurance **you** have to pay to the hire company.
- ✗ Anything mentioned in the general exclusions. (Please see section F.)

#### E5 - If you can't use your own vehicle to get home

##### What is covered

If after a **breakdown your vehicle** is still not repaired or safe to drive when it is time for **you** to go **home**, **we** will pay for suitable transport to get **you**, **your** passengers and **your luggage** to **your home**, and up to £150 towards other travel costs in the UK while **you** wait for **your own vehicle**. **We** will also pay storage charges (up to £100) while **your vehicle** is waiting to be repaired, collected or taken to the UK.

**We** will then choose the most appropriate solution from the following options:

- ✓ take **your vehicle** to **your home** or **your** chosen repairer in the UK; or
- ✓ pay the cost of one rail or sea ticket (or an air ticket if the rail or sea trip would take more than 12 hours) for **you** to go to get **your vehicle** once it has been repaired.

## What is not covered

- ✗ Any costs **you** would have paid anyway for travelling **home**.
- ✗ The costs of returning **your vehicle** to the UK if **we** believe that the cost of doing so would be greater than the market value of **your vehicle** in the UK, after the **breakdown**.
- ✗ The costs of returning **your vehicle** to the UK if repairs can be done locally and **you** are not willing to allow this to happen.
- ✗ Anything mentioned in the general exclusions. (Please see section F.)

## E6 - Departure Cover

### What is covered

If **your vehicle** is lost, immobilised or rendered unroadworthy due to a **breakdown** occurring during the 7 days immediately preceding the arranged departure date for **your journey**, and **your vehicle** cannot be repaired or is not recovered prior to the arranged departure date. **We** will pay up to £750 in total under this policy to enable **you** to continue **your** original **journey**. **We** will pay for the following:

- ✗ The hire of or replacement **vehicle**, where available, for the purpose of carrying out **your** original **journey**. **We** will pay for the rental charge, collision damage waiver and any necessary drop off charge. Please note: **you** will be responsible for any damage to the hire **vehicle** and any excess imposed by the hire car provider.
- ✗ The additional cost of rebooking any sea crossing missed as a result of the incident giving rise to a claim. Any claim involving a hire **vehicle** must be authorised by **us** before expenses are incurred. **You** must contact **us** as soon as **you** know that **your vehicle** may be unavailable for **your** planned **journey**. **Your** claim must be supported by a letter from the garage confirming:
  - The regular maintenance and servicing of **your vehicle**;
  - Precise details of the **breakdown** or damage;
  - Breakdown**, when occurring, was sudden and unforeseen; and
  - Repairs cannot be made before the date planned for **your journey** to begin.
  - In the event of a theft, **you** will be required to report the incident to the Police and obtain a crime reference number to be eligible for this benefit.

## What is not covered

- ✗ Any claims resulting from a **breakdown** if **you** have purchased this cover less than ten days before the planned date of departure of **your journey**
- ✗ Any claim in relation to costs occurring after the 91st day of any one **journey**
- ✗ Any claim when actual or imminent **breakdown** of **your vehicle** is discovered or diagnosed in the course of a service carried out less than ten days prior to **your** planned departure date
- ✗ Loss of use of a **vehicle** hired to **you**
- ✗ The cost of fuel, oil or insurance for a hire **vehicle**
- ✗ The cost of any personal accident insurance or other benefit not specifically covered under this policy
- ✗ Fines, parking charges or congestion charges arising from the use of a hire **vehicle**
- ✗ Trips solely within the **Territorial Limits** (UK)
- ✗ Anything mentioned in the General Exclusions (Section F)

## SECTION F

### GENERAL EXCLUSIONS THAT APPLY TO ALL PARTS OF THIS BREAKDOWN POLICY

1. Any **breakdown** that happens during the first 24 hours after **you** take out cover for the first time, except for benefits shown under section A, which are available immediately.
2. The cost of any spare parts needed to get the **vehicle** working again, or any costs that arise from not being able to get replacement parts.
3. The cost of paint-work and other cosmetic items.
4. Labour costs for more than one hour of roadside help.
5. The cost and guaranteeing the quality of repairs when the **vehicle** is repaired in any garage the **vehicle** is taken to.
6. Any costs for **vehicles**, which have not been maintained and used in line with the manufacturer's recommendations.
7. Any call-out or recovery costs in the UK after a **breakdown** where the police or other emergency services insist on the **vehicle** being picked up immediately by another organisation. **You** will have to pay any fees to store or release the **vehicle**.
8. Any toll or ferry fees incurred by the **driver** or the **driver** of the recovery **vehicle**.
9. Help or recovery if the **vehicle** is partly or completely buried in snow, mud, sand or water.
10. Damage or costs that arise from **us** trying to get into the **vehicle** after **you** have asked for help.
11. Losses of any kind that comes from providing, or delaying providing, the services this cover relates to (for example, a loss of earnings, the cost of food and drink and costs **we** have not agreed beforehand).
12. Loss or damage to personal possessions **you** leave in **your vehicle**.
13. Moving animals. **We** will decide whether or not to move any animal from the **vehicle**, and if **we** agree to do this it will be completely at **your** own risk and cost.
14. Any costs for **vehicles** that have broken down or were not safe to drive when cover was taken out.
15. The **vehicle** must carry a serviceable spare tyre and wheel for the **vehicle** and any caravan or trailer attached to the **vehicle**. This condition does not apply if the **vehicle** is not designed to carry a spare wheel. If the **vehicle** is not designed to carry a spare wheel, **you** will need to carry the appropriate aerosol repair kit.
16. Any costs if the **vehicle** has been altered for, or is taking part in, racing, trials or rallying
17. Any cost that **you** can get back under any other insurance policy or under the service provided by any motoring organisation.

18. Recovering the **vehicle** when it is carrying more than a **driver** and the recommended number of passengers according to the manufacturers' specifications, if there is more weight in the **vehicle** than it was designed to carry or **you** are driving on unsuitable ground.
19. Recovery or help if the **vehicle** is heavier than 3,500 kilograms, longer than 5.5 metres, higher than 3 metres or wider than 2.25 metres
20. Recovery or help if **you** are hiring the **vehicle** out to carry people in return for money, unless **we** have agreed this with **you**.
21. Recovery or help if the **vehicle** is being used to carry commercial goods.
22. Any claim that comes from:
  - any person driving the **vehicle**, if **you** know they do not have a valid licence to drive in the UK; or
  - any person driving the **vehicle**, if they are not authorised by **you** to drive the **vehicle** or are not keeping to the conditions of their driving licence.
23. Any claim that comes from a poor-quality repair or a repair that has been attempted without **our** permission during the same **journey**.
24. Any loss or damage caused to the **vehicle** or any loss or cost arising from or contributed to by:
  - ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste which results from burning nuclear fuel; or
  - the radioactive, toxic, explosive or other dangerous properties of any nuclear machinery or any part of it.
25. Loss or damage caused by war, revolution or any similar event.
26. Delays or failure in delivering service to **you** due to any extraordinary event or circumstance which are outside **our** reasonable control, such as severe weather conditions.
27. Mobile phone, phone call and postage costs are not covered under **your** policy in any circumstances.

## SECTION G

### GENERAL CONDITIONS APPLYING TO ALL PARTS OF THIS BREAKDOWN POLICY

1. The **vehicle** must be permanently registered in the UK and, if appropriate, have a current MOT certificate and valid road fund licence. The **vehicle** should be kept in a good condition and have been serviced regularly in line with the manufacturer's recommendations. If **we** arrange for temporary roadside repairs to be carried out after damage to the **vehicle**, or **we** take the **vehicle** to **your** chosen place, **we** will not be legally responsible for any more help in the same incident.
2. **We** will not pay **you** any benefit unless **you** contact **us** using the emergency phone numbers provided. **You** must not try to contact any agent or repairer direct.
3. **You** are responsible for keeping the **vehicle** and its contents safe, unless **you** are not able to or **you** have an arrangement with **us** or **our** agent. **You** must be with the **vehicle** at the time **we** say **we** expect to be there.
4. **You** must quote **your** policy number when **you** call for help and have the relevant documents needed by the repairer, recovery specialist or **our** chosen agent.
5. **You** will have to pay the cost of moving the **vehicle** or a repair **vehicle** coming out to **you** if, after asking for help which **you** are entitled to, the **vehicle** is moved or repaired in any other way.
6. **We** are not responsible for any actions or costs of garages, recovery firms or emergency services carrying out work or acting on **your** instructions or the instructions of any person acting on **your** behalf.
7. If **we** pay a claim under any cover provided by this insurance, **we** will be entitled to ask for all reasonable help from **you** to take action in **your** name to get back **our** costs from another organisation.
8. The **vehicle** must carry a serviceable spare tyre and wheel for the **vehicle** and any caravan or trailer attached including the means to release the tyre from **your vehicle**. **We** will not cover any services including recovery to a garage or any costs incurred as a result of **you** failing to do so. This condition does not apply if the **vehicle** is not designed to carry a spare wheel. If the **vehicle** is not designed to carry a spare wheel, **you** will need to carry the appropriate aerosol repair kit.
9. **We** have the right to choose a suitable garage that is able to carry out a repair, which **you** must pay for, as long as the garage can carry out the repairs within the specified time limits.
10. Where **you** agree to a temporary roadside repair, **you** will be responsible for any costs and/or any damage to the **vehicle** **you** incur if **you** continue to drive the **vehicle** as if a permanent repair had been carried out. **You** acknowledge that a temporary roadside repair is intended only to re-mobilise the **vehicle** so it may be driven to a suitable facility to enable a permanent repair to be carried out.
11. If the **vehicle** needs to be taken to a garage after a **breakdown**, the **vehicle** must be in a position that makes it reasonable for a recovery **vehicle** to pick it up. If this is not the case, **you** will have to pay any specialist recovery fees.

12. **You** will have to pay for any parts or other products used to repair the **vehicle**.
13. **We** will not arrange for help if **we** think that it would be dangerous or illegal to repair or move the **vehicle**.
14. **We** will not be responsible for any subsequent call outs for any symptoms which arise from a previous **breakdown** within the last 28 days unless the **vehicle** has been fully repaired, declared fit by **our** agent or is on route to be repaired at a suitable garage. If **you** need **our** help for the same fault on the same **vehicle** within the last 28 days, **you** will have to pay for the services **we** provide. **We** will ask for a credit-card number or debit-card number before **we** help **you**.
15. If **you** are covered for **breakdown** by any other insurance policy or warranty, **you** must tell **us**.
16. If **you** are not willing to accept **our** decision or **our** agents' decision on the most suitable type of help, **we** will not pay more than £100 for any one **breakdown**, and **you** will be responsible for any additional costs incurred in the recovery and/or repair of **your vehicle**.
17. **We** cannot guarantee that hire **vehicles** will always be available and **we** are not responsible if they are not available. **We** will do **our** best to arrange a **vehicle** of the same size as yours, but **we** cannot guarantee that there will be tow bars, bike racks, roof boxes, or other accessories included. **You** must meet the conditions of a hire company to hire a **vehicle**.
18. This insurance contract is between you and us. Any person or company who is not party to this insurance policy has no right under the Contracts (Right of Third Parties) Act 1999 to enforce any condition of this insurance policy. This does not affect any other rights another organisation has apart from under that Act.
19. **We** will not provide cover, pay any claim or provide any benefit if doing so would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

## COMPLAINTS PROCEDURE

Whilst **we** will make every effort to maintain the highest standards, **we** recognise that there may be some occasions when **we** fail to satisfy the particular requirements of **our** customers. **We** therefore have procedures in place to investigate and remedy any area of concern. Full details of the complaints procedure can be found on page 31.

## DATA PROTECTION

Details of how Marmalade handle **your** data can be found on page 35. If **you** require **our** full data privacy notice it is available at: [www.axa-assistance.co.uk](http://www.axa-assistance.co.uk) Alternatively, a hard copy is available from **us** on request.

## SECTION 12

### HIRE CAR

**Your Schedule shows if this section applies to your policy.**

This section provides **you** with a **hire vehicle** if the **insured vehicle** is **written off** as a result of accidental damage, fire, theft or vandalism or it is stolen and not recovered. To receive any of the benefits provided by this section, **you** will need to provide **us** with confirmation of the claim.

#### Status

This policy is underwritten by Inter Partner Assistance S.A. is authorised and regulated by the National Bank of Belgium, with a registered head office at Boulevard du Régent 7, 1000 Brussels, Belgium. Authorised by the Prudential Regulation Authority (firm reference number 202664). Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority.

Inter Partner Assistance S.A. UK branch office address is 106-118 Station Road, Redhill, RH1 1PR. Inter Partner Assistance S.A. is part of the AXA Group. This policy is governed by the laws of England and Wales.

#### Important Information

To be given a **hire vehicle**, **you** must present a valid driving licence and a valid credit or debit card, both of which must be in **your** name. If **you** are unable to produce these, the **hire company** will not be able to provide **you** with a **hire vehicle**, and **we** will not be able to provide any assistance under this section.

A fee of £1 may be charged on **your** card which will be refunded to **you** once **you** return the **hire vehicle** provided the conditions of this policy are met. For debit cards it may take up to 10 working days for the money to be returned to **your** account.

The **hire company** will deduct an excess from **your** credit or debit card in the event that the **hire vehicle** is returned damaged, or the cost of fuel if it is returned without sufficient fuel. **You** will also be charged if **you** incur any road traffic fines whilst **you** are driving the **hire vehicle**.

To benefit from this section, **you** must reside in the UK.

## HOW TO CLAIM

To make a claim under this policy, please call **us** on 0333 035 9794.

**You** will need to provide **us** with as much information as possible, including: **your** name, address and policy number, the date, time, location and circumstances of the incident and confirmation of the claim **you** have made under **your** motor insurance policy.

If **your** vehicle has been stolen or vandalised, **you** will need to report the incident to the police. **We** will ask **you** to provide **us** with the crime reference number.

## DEFINITIONS

Wherever the following words and phrases appear in bold, they will always have the following meanings:

#### Hire vehicle

The vehicle that is supplied to **you** by the **hire company**.

#### Hire company

The company that **we** instruct to give **you** the **hire vehicle**.

#### Hire period

The maximum period that **we** will pay for the **hire vehicle**, as shown in **your** policy Schedule.

#### Insured vehicle

**Your** vehicle, which **you** own and is specified in **your** motor insurance policy.

#### Period of cover

The duration this cover applies for, as stated on **your** policy Schedule.

#### Territorial limits

UK, which is Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

#### We/us/our

Inter Partner Assistance SA UK Branch of The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR

#### Written off

Your motor insurance company has deemed the insured vehicle a write off. (The cost to repair your car is more than 59% of the market value.)

#### You/Your/Driver

The person named as insured in **your** policy Schedule who should also be named as insured under **your** motor insurance policy.

## Your Policy Cover

If the **insured vehicle** is **written off** as a result of accidental damage, fire, theft, or vandalism, or it is stolen and not recovered, **we** will arrange for the **hire company** to provide **you** with a **hire vehicle**, as long as **you** can evidence that **you** are claiming for the incident under **your** motor insurance policy.

The **hire vehicle** will be delivered to **you** and will remain with **you** for the duration of the **hire period** or until 3 days after payment has been issued to **you** in settlement of **your** motor insurance claim, whichever is the earliest date. **You** will be responsible for arranging for the **hire vehicle** to be returned to the **hire company** and for any damage caused to the **hire vehicle** during the **hire period**.

**We** will pay for the **hire company** to provide **you** with a basic level of insurance cover as required by law, which will include collision damage waiver, for the **hire vehicle**. **You** will need to determine if the insurance provided by the **hire company** is sufficient for **your** needs.

**We** will not pay for more than two claims in any one **period of cover**.

Please note: the collision damage waiver included in the **hire company's** agreement will not cover the first amount of any claim ('the excess') for damage caused to the **hire vehicle**. **You** will be responsible for paying the excess amount of the claim. The level of excess will vary according to **your** age and driving history and will be notified to **you** by the **hire company** at the time **you** get the **hire vehicle**.

## If a Hire Vehicle is Not Available

If **we** are not able to provide a **hire vehicle** or the **insured vehicle** has been adapted to carry a disabled driver or passenger, **we** will, as an alternative to providing a **hire vehicle**, pay **you** £40 per day for the **hire period** or until the **insured vehicle** is repaired or the claim under **your** motor insurance policy is settled, whichever is the earliest.

## Exclusions

The following are not covered under this insurance policy:

1. Drivers under 21 years of age.
2. Any claim where the **insured vehicle** is not **written off** or stolen and not recovered.
3. More than two claims in one **period of cover**.
4. Claims arising from damage to the **insured vehicle's** windscreen and other glass.
5. Any excess the **hire company** requires **you** to pay if the **hire vehicle** is damaged.
6. Any additional insurance **you** decide to buy in relation to the **hire vehicle**.
7. Claims where the loss occurred outside the **territorial limits**.
8. Claims where **you** intend to use the **hire vehicle** to travel beyond the **territorial limits**.
9. The cost of fuel, fines, fares and tolls relating to the **hire vehicle** when in **your** possession.
10. Providing **you** with a **hire vehicle** which is the exact same make and model of **your** vehicle.
11. Any charges imposed by the **hire company** due to **you** failing to return the **hire vehicle** once the **hire period** has ended.
12. Any claim where **you** fail to meet the eligibility requirements of the **hire company**.
13. Any claim where the **insured vehicle** was being driven by anyone who was not insured to drive it at the time of the incident.
14. Any claim where the **insured vehicle** is an emergency vehicle, taxi, heavy goods vehicle, motorcycle or is used for dispatch, road-racing, rallying, pace-making, speed testing or any competitive event.
15. Any claim relating to mechanical or electrical breakdown or misfuelling of the **insured vehicle** or **hire vehicle**.
16. Providing a **hire vehicle**, where a **hire vehicle** has already been provided under another policy, as a result of the incident which has given rise to the motor insurance claim.
17. Any claim where incident giving rise to **your** claim occurred outside the **period of cover**.
18. A **hire vehicle** will not be provided if the loss occurred as a direct or indirect result of:
  - Ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste which results from burning nuclear fuel;
  - The radioactive, toxic, explosive or other dangerous properties of any nuclear machinery or any part of it.
  - War, revolution or any similar event.
19. **We** will not provide cover, pay any claim or provide any benefit if doing so would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.



## Conditions

**You** must report any incident giving rise to a claim on this policy to **your** motor insurer and **you** must actively pursue repairs or settlement of **your** claim. **You** will be asked to provide **us** with **your** motor insurer's confirmation of **your** claim before **we** will assist **you**.

**You** must inform **us** when **your** claim has been settled with **your** motor insurance provider.

**You** must ensure that the **insured vehicle** is serviced in accordance with the manufacturer's instructions and that it is covered by a valid motor insurance policy.

The **hire vehicle** provided, will, subject to availability, be a similar size and seating capacity to that of **your** own vehicle where possible.

The **hire vehicle** can only be used by **you**, or a person named on the **hire vehicle's** motor insurance policy.

By accepting the **hire vehicle**, **you** are agreeing to the **hire company's** terms and conditions and **you** should ensure **you** are familiar with them before accepting the **hire vehicle**. **We** will not accept any liability for charges that **you** incur for failing to comply with the **hire company's** terms.

The **hire vehicle** will be insured by the **hire company** for the **hire period**. Any claims for damage to or caused by the **hire vehicle** arising during the **hire period** should be made under the **hire company's** motor insurance policy and **you** must comply with its terms. It is **your** responsibility to ensure that the insurance provided for the **hire vehicle** is sufficient for **your** needs.

**You** are responsible for arranging for the **hire vehicle** to be returned to the **hire company**.

**We** will not reimburse any costs that **you** incur in arranging a **hire vehicle** or alternative transportation if **you** have not contacted **us** using the telephone number provided in this policy document.

This insurance contract is between **you** and **us**. Any person or company who is not involved in this insurance policy has no right under the Contracts (Right of Third Parties) Act 1999 to enforce any condition of this insurance policy. This does not affect any other rights another organisation has apart from under that Act.

## Cancellation

This optional cover cannot be cancelled unless you are also cancelling your Marmalade Car insurance policy. Please refer to the main cancellation section on page 30 for details.

## COMPLAINTS PROCEDURE

Whilst **we** will make every effort to maintain the highest standards, **we** recognise that there may be some occasions when **we** fail to satisfy the particular requirements of our customers. **We** therefore have procedures in place to investigate and remedy any area of concern. Full details of the complaints procedure can be found on page 31.

## FINANCIAL SERVICES COMPENSATION SCHEME

**We** are a member of the Financial Services Compensation Scheme (FSCS). The FSCS offers protection for customers of financial services firms. **You** can get more information at [www.fscs.org.uk](http://www.fscs.org.uk).

## DATA PROTECTION

Details of how Marmalade handle **your** data can be found on page 35. If **you** require our full data privacy notice it is available at: [www.axa-assistance.co.uk](http://www.axa-assistance.co.uk). Alternatively, a hard copy is available from **us** on request.

IMPORTANT NUMBER  
CLAIMS 0333 035 9888

Add the claims number above  
to your contacts.  
Or, simply scan this code with  
your phone camera.



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