

# LC4 Policy Booklet

Claims Line **0345 366 2218**  
Breakdown **0330 159 0261**



# Your Moorhouse LC4 Commercial Vehicle Insurance Policy from AXA

Arranged by  
Moorhouse Xbroker  
Barclay House  
2 - 3 Sir Alfred Owen Way  
Caerphilly CF83 3HU

<b>Contents</b>	<b>Page(s)</b>
How to Make a Claim	3
Commercial Vehicle Policy	4-5
Our Commitment to Service	6-7
How to Read your Policy	8
Definitions	9-10
Section 1 – Loss or Damage to your vehicle	11
Section 2 - Fire & Theft Cover Only	12
Section 3 - Third Party Cover	13-14
Section 4 – Foreign Use Section 5 -	15-16
Accidental Death Benefit	17
General Exclusions	18-20
Policy Conditions	21-25
Conditions of making a claim	26-27
Extension E & F – Breakdown Cover	28-44
Endorsements	45
Extensions to your policy	46

# How to Make a Claim

If you wish to make a claim, phone the number below which relates to the nature of your claim.

A claims advisor will record details of the incident and be able to confirm all the steps involved in the process of making a claim.

Please:

- do whatever you can to protect your vehicle and its accessories
- provide us with a full description of the loss or damage.

Accidents or losses involving the insured vehicle: 0345 366 2218

If you are involved in an accident, and the incident is covered, the claims advisor will arrange for:

- your vehicle to be recovered
- you to be kept fully informed throughout the claims process.

Note: If the incident is not covered, they shall still endeavour to assist you whenever possible.

Important: When telephoning one of the above claims lines, please if at all possible have your policy number ready (As shown on your policy schedule and certificate of motor insurance). This will enable your claims advisor to find your policy records quickly and provide the level of service that you expect. Telephone calls may be recorded and/or monitored.

(Please also read the “Conditions of Making a Claim” section of this Policy Booklet).

# Commercial Vehicle Policy

This policy is a contract between you and us. Nobody else has any rights they can enforce under this contract except those they have by law.

This policy describes your cover during the period of insurance you have paid for, or have agreed to pay for, and for which your insurer has accepted the premium.

The contract is based on information provided by you in a signed proposal form or verbally and confirmed in a statement of fact. For the contract to be valid, all the information you gave us must be true and complete.

The contract also includes this policy, the certificate of motor insurance, the policy schedule and any endorsements shown in the policy schedule. These documents should be read as one document. Please read them to ensure that they meet your needs. Certain terms are defined in the definitions section below and these apply throughout this policy.

You are free to choose the law applicable to this policy. Your policy will be governed by the law of England and Wales unless you and we have agreed otherwise. The policy cover is effective in the Territorial Limits and abroad as specified in Foreign Travel in Section 4. If you have any questions, contact your broker or insurance advisor, who will be glad to help you.

## **Your Responsibility to Us**

You must tell us about any changes that affect your policy and which have occurred either since the policy started or since the last renewal date. If you are not sure whether certain facts are relevant, please ask your broker or insurance advisor.

If you do not tell us about relevant changes, your policy may not be valid, or your policy may not fully cover you.

# Commercial Vehicle Policy (continued)

This policy is a legal document and as such you should keep it in a safe place. You may need to refer to it if you make a claim.

## **Important Notice**

Your Commercial Vehicle Insurance Policy, whether cover is Third Party Only, Third Party Fire & Theft or Comprehensive, is subject to certain excesses, exclusions and conditions. It is therefore essential that you are fully aware of what is and what is not covered by your policy and what excesses, exclusions and conditions apply.

Please read Sections 1 and 2 of this policy in conjunction with your schedule which explains the excesses that may apply in the event of a claim, and also pages 16-24 which lists all of the general exclusions and policy conditions. If there is any aspect of your policy cover, exclusions or conditions that you do not understand you should contact your insurance advisor who will be able to explain these to you.

# Our Commitment to Service

Moorhouse and AXA Insurance aim to provide the highest standard of service to every customer.

If our service does not meet your expectations we want to hear about it so we can try to put things right.

All complaints we receive are taken seriously. Following the steps below will help us understand your concerns and give you a fair response.

## How to make your complaint

The majority of complaints can be resolved quickly and satisfactorily by the department you are dealing with. If your complaint relates to a claim on your policy, please contact the department dealing with your claim. Telephone contact is often the most effective way to resolve complaints quickly therefore please use telephone number: 0345 366 2218

If your complaint relates to anything else, please contact Moorhouse Xbroker at the following address:

The Chief Executive Officer  
Moorhouse Xbroker  
Barclay House  
2 – 3 Sir Alfred Owen Way  
Caerphilly, CF83 3HU

Telephone number: 02920 808963

Email Address: [complaints@xbroker.com](mailto:complaints@xbroker.com)

When you make contact please tell us the following information:

- Name address and postcode, telephone number and e-mail address (if you have one)
- Your policy and / or claim number, and the type of policy you hold
- The name of your insurance agent / firm (if applicable)
- The reason for your complaint

Any written correspondence should be headed 'COMPLAINT' and you may include copies of supporting material.

# Our Commitment to Service (continued)

Should you remain dissatisfied with the final written response you may be eligible to refer your case to the Financial Ombudsman Service (FOS). The FOS is an independent body that arbitrates on complaints about general insurance products. The FOS can only consider your complaint if you have received a final decision letter. You have six months from the date of the final response letter to refer your complaint to the FOS. This does not affect your right to take legal action.

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

Website: <http://www.financial-ombudsman.org.uk/>

Tel: 0800 023 4567 or 0300 123 9123 (free for people phoning from a “fixed line”, for example, a landline at home)

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

## Our promise to you

Moorhouse Xbroker and AXA promise that we will

- acknowledge written complaints promptly.
- investigate your complaint quickly and thoroughly.
- keep you informed of progress.
- do everything possible to resolve your complaint.
- learn from our mistakes.
- use the information from complaints to continuously improve our service.

Telephone calls may be monitored or recorded.

Financial Services Compensation Scheme (FSCS)

AXA Insurance UK plc are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation in the unlikely event we cannot meet our obligations to you. This depends on the type of insurance, size of the business and the circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS ([www.fscs.org.uk](http://www.fscs.org.uk)).

# How to Read Your Policy

## **Cover Sections Operative**

Comprehensive - All Sections apply plus Extensions A & C

## **Important Information**

### **Telephone Call Recording**

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

### **Customers with Disabilities**

Moorhouse Xbroker, Barclay House, 2 - 3 Sir Alfred Owen Way, Caerphilly, CF83 3HU.

### **Law Applicable to this Policy**

You are free to choose the law applicable to this policy. Your policy will be governed by the law of England and Wales unless you and we have agreed otherwise.

### **Use of Language**

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

### **Sections of cover**

Sections 2 and 3 relate to Third Party Fire and Theft and Fire and Theft Only cover. Please note they have been removed from the policy booklet as they are unavailable with this product.



# Definitions applicable to all this policy

These definitions tell you what each term means whenever it is used in the policy.

## **Certificate of Motor Insurance**

A document with the policy number as shown in the schedule, which provides evidence of motor insurance as required by the law.

## **Endorsement**

A document issued by us noting an agreed change in the terms or details of this policy.

## **Excess/Excesses**

The amount you must pay towards the cost of repairs to your vehicle

## **Green Card**

An International Insurance Certificate issued by us upon payment of any extra premium required. It provides you with cover under the terms of this policy when you are using the insured vehicle temporarily abroad in any countries in which it is valid.

## **Indemnity**

Our promise to compensate you for the amount of a loss within the limits of this policy. Insurance Advisor An independent intermediary who has placed business with Moorhouse Xbroker on your behalf, as agreed by you and based upon the information provided to them by you and their disclosure of policy information to you. Your insurance advisor's regulatory status may be checked at any time on the Financial Conduct Authority web site [www.fca.gov.uk](http://www.fca.gov.uk).

## **Insured Vehicle**

The commercial vehicle bearing the registration number as shown in the schedule, or any replacement vehicle, details of which have been notified to, and accepted by us.

## **Market Value**

The cost of replacing the insured vehicle at the date of loss with another of similar make, model, specification, age and condition.

# Definitions (continued)

## **No Claim Discount**

The reduction we allow in your new business or renewal premium dependent upon your claims history.

## **Policyholder / You / Your**

The person shown as the policyholder in the schedule.

## **Pollution**

1) Pollution or contamination by naturally occurring or man-made substances, forces or organisations or any contamination of them whether permanent or transitory and however occurring, and

2) All loss damage or injury directly or indirectly caused by such pollution or contamination.

## **Schedule**

The document giving details of the policyholder, your Insurer, the policy number, the insured vehicle, the insurance cover and the premium.

Moorhouse Xbroker An independent intermediary and underwriting agency which negotiates the terms of your policy with, and administers your policy on behalf of, a range of insurance companies. Moorhouse Xbroker is authorised and regulated by the Financial Conduct Authority (FCA)

## **Territorial Limits**

The cover under this policy applies only within the limits of Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

## **We/Us/Our/Insurer/AXA**

Underwritten by AXA Insurance UK plc Registered in England, No. 78950.

Registered Office: 5 Old Broad Street, London EC2N 1AD

Authorised and regulated by the Financial Conduct Authority (FCA).

# Section 1 – Loss or Damage to your vehicle

## **YOU ARE COVERED FOR:**

Loss of or damage to the insured vehicle

We will pay for loss of or damage to the insured vehicle and its accessories and spare parts whilst attached to the vehicle if caused by:

- i) theft or attempted theft
- ii) fire
- iii) any other accidental cause not excluded in this section or by the policy conditions

## **IMPORTANT LIMITS TO YOUR COVER**

If while being driven by (or in the charge of) any person shown in your certificate of motor insurance, the insured vehicle and/or its accessories and spare parts are lost or damaged by accidental cause, fire, theft, or attempted theft, you must pay the first part of the claim up to the amount of the excess.

These excesses are in addition to any other excesses shown in your schedule. You will not be required to pay any excess if damage to the insured vehicle is caused when the insured vehicle is kept for servicing or repair by a motor repair business.

## Section 2 - Fire & Theft Cover Only

### **YOU ARE COVERED FOR:**

Loss of or damage to the insured vehicle

We will pay for loss of or damage to the insured vehicle and its accessories and spare parts whilst attached to the vehicle if caused by:

- i) theft or attempted theft
- ii) fire

### **IMPORTANT LIMITS TO YOUR COVER**

Fire and Theft excesses

If the insured vehicle, and/or its accessories and spare parts, are lost or damaged by fire, theft or attempted theft you must pay the first part of the claim up to the amount of the policy excess shown on your schedule. This is in addition to any other driver or voluntary excesses shown in your schedule.

# Section 3 - Third Party Cover

## **YOU ARE COVERED FOR:**

### **Your liability to other people**

We will pay all amounts that you may be legally liable for in respect of:

- Death of, or bodily injury to, any person
  - Damage to the property of a third party up to £2 million
- arising from any accident involving the use in the territorial limits of any vehicle which your certificate of motor insurance permits.

### **Other people's liability**

We will insure the following people for liabilities to others in the same way as you are insured:

- any person permitted by your certificate of motor insurance to drive the insured vehicle
- any person using (but not driving) the insured vehicle with your permission for social, domestic or pleasure purposes
- any passenger travelling in, or getting into or out of, the insured vehicle
- your employer or partner while you are driving or using the insured vehicle on their business but not while you are using their vehicle or one hired by them

### **Injury or damage while towing with the insured vehicle**

We will pay for:

- death of, or bodily injury to any person
  - damage to the property of a third party up to £2 million
- if caused by a trailer or any disabled mechanically propelled vehicle while attached to the insured vehicle or accidentally detached from the insured vehicle during the course of a journey.

### **Emergency treatment**

We will pay for any emergency treatment as required by the Road Traffic Act 1988 (as amended). If this is the only payment made, your no claim discount will not be affected.

## **YOU ARE COVERED FOR:**

Protection of insured person's estate

Following the death of any person we insure under this policy, we will continue to protect that person's estate against liability insured under this policy and insured by that person.

## Section 3 - Third Party Cover (continued)

### **Costs and expenses**

We will pay, subject to our prior written consent:

- legal fees, reasonably and properly incurred by any person we insure for representation at a Coroner's Inquest, Fatal Accident Inquiry or Court of Summary Jurisdiction
- The costs of legal services to defend a charge of manslaughter or dangerous or reckless driving causing death
- Any other costs or expenses incurred in connection with any loss or damage which might involve legal liability under this policy

### **IMPORTANT LIMITS TO YOUR COVER**

Your liability to other people

You are not covered under this section of the policy for loss or damage to any vehicle your certificate of motor insurance permits you to drive or use.

### **Other people's liability**

You are not covered under this section of the policy for loss or damage to any vehicle your certificate of motor insurance permits you to drive or use.

### **Policy excesses**

If you make a claim under this section of the policy, you will not be required to pay any excess. If a claim is also made under sections 1, 2 or 4, you must pay the excess as described in that section of this policy.

## Section 4 – Foreign Use

### **FOREIGN USE**

In compliance with EU Directives this policy provides, as a minimum, the necessary cover to comply with the laws on compulsory insurance of motor vehicles in any country which is a member of the European Union and any country which the Commission of the European Communities is satisfied has made arrangements of Article 7(2) of EC Directive 72/166/EEC relating to civil liabilities arising from the use of a motor vehicle.

Countries include Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France (including Monaco), Germany, Gibraltar, Greece, Hungary, Iceland, Italy (including San Marino and the Vatican City), Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, Slovakia, Slovenia, Spain, Sweden and Switzerland (including Liechtenstein).

The level of cover provided is the minimum level of cover required by law. It is not the same level of cover you receive when driving within the territorial limits under this policy. Where the level of cover in any European Member State is less than that provided by the legal minimum requirements of Great Britain, the level of cover that applies in Great Britain will apply in the Member State

### **If you take your insured vehicle abroad**

The cover in Foreign Use only meets the minimum legal requirements while you are abroad. Subject to the payment of an additional premium and the issue by us of an International Motor Certificate (Green Card) this policy will provide the same level of cover in the European Union and the other European countries listed above as you have in the territorial limits for the period of that Green Card. To obtain this cover you must contact your insurance advisor and provide details of the trip.

Your insurance advisor will (where appropriate) give you a Green Card and tell you the extra premium you will have to pay.

### **Transport & Delivery**

If you make a valid claim for accidental damage, fire or theft of the insured vehicle and the damage cannot be repaired economically by the intended time of your return to the United Kingdom, we will pay the reasonable costs of transporting and delivering the insured vehicle to your address in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man by sea and/or by a recognised land route when repair has been completed. Additionally, we will also pay the reasonable costs if the insured vehicle has been stolen and is recovered after your return.

## Section 4 – Foreign Use (continued)

### **Customs Duty**

We will pay foreign Customs Duty for which you are liable as a direct result of any loss or damage to the insured vehicle which is covered by this policy, preventing its return to the United Kingdom.

### **Claims Helpline**

If your vehicle is stolen or involved in an accident whilst you are abroad should contact our claims helpline immediately on 0345 366 2218.

### **Excesses**

Any claim resulting from your travel abroad is subject to exactly the same excesses referred to in Sections 1 or 2.



## Section 5 – Accidental Death Benefit

### **What is covered**

If the driver of your vehicle is injured as a direct result of an incident insured by this policy we will pay £5,000 to your driver or your driver's estate if within three months of the incident the injury is the sole cause of:

1. death;
2. total and permanent loss of all sight in one or both eyes; or
3. total loss of one or more limbs by being cut off at, or above, the wrist or ankle.

### **What is not covered**

We will not pay:

1. if suicide, attempted suicide, alcoholism or drug addiction causes, contributes to, or speeds up such death
2. more than £5,000 arising out of any one incident or during any one period of insurance.

# General Exclusions applicable to all this policy

## **This Policy does not cover:**

- damage to the windscreen or windows (unless the windscreen policy extension has been selected and is shown on the schedule)
- loss of use of the insured vehicle and any costs which were not incurred as a direct consequence of the event which led to the claim being made
- mechanical, electrical or computer faults, failures, breakdowns, breakages or malfunctions
- Driving vehicles other than that shown on your certificate of motor insurance.
- damage to tyres caused by bursts, cuts, punctures or by the application of brakes
- loss by deception/fraud by a purported purchaser or agent
- any loss, destruction of or damage to tools and / or materials
- wear and tear or depreciation
- loss of or damage to any of the insured vehicle's audio and communication equipment
- loss of value of the insured vehicle following repair
- liability covered by any other insurance
- use for any competition, rally or trial
- liability for death of, or bodily injury to any person arising out of and in the course of their employment caused by any person we insure under this policy if cover is provided under an employers liability insurance issued to comply with employer's liability legislation
- any accident, injury, loss, damage and/or liability whilst any insured vehicle is being driven or used in or on that section of an aerodrome, airport, airfield or military base provided for:
  - the take off or landing of aircraft and for the movement of aircraft on the surface
  - aircraft parking aprons including the associated service roads, refuelling areas and ground equipment parking areas
- any liability in respect of pollution, except liability which we are obliged to cover by the law relating to compulsory motor insurance
- liability for death, bodily injury or loss of or damage to property caused or arising beyond the limit of any carriageway or thoroughfare in connection with:
  - the bringing of the load to any motor vehicle for loading thereon or
  - the taking away of the load from any motor vehicle after loading there from any person other than the driver or the driver's mate of such vehicle

# General Exclusions (continued)

- **any accident, injury, loss, damage or liability when any vehicle covered by this policy is:**
  - being driven by or in charge of any person who holds a provisional driving licence and who is not accompanied by a person aged 21 years or over holding a full driving licence issued in the UK which has been held for at least 3 years
  - being driven by or in charge of any person or used for any purpose not permitted by the certificate of motor insurance (but **the insured vehicle is covered while kept for servicing or repair by a bona fide motor repair business**)
  - being driven by or in the charge of any person unless they hold a licence to drive such a vehicle or have held and are not **disqualified from holding or obtaining such a licence**
- **any liability you have accepted by agreement or contract unless that liability would have existed otherwise**
- **loss or destruction of or damage to the insured vehicle or any other loss or any legal liability directly or indirectly caused or contributed to by or arising from:**
  - ionising, radiation or contamination by radioactivity from any nuclear fuel or from nuclear waste or the combustion of nuclear fuel
  - the radioactive, toxic, explosive or other hazardous properties of any explosive, nuclear assembly or nuclear component earthquake,
  - war invasion act of foreign enemy hostilities or a warlike operation or operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped **power**

**caused by any action taken in controlling preventing suppressing or in any way relating to above**
- **loss or damage from theft or attempted theft of the insured vehicle whilst the ignition key of the insured vehicle has been left in or on the insured vehicle.**
- **loss or damage from theft or attempted theft of the insured vehicle whilst the vehicle, or any part thereof, is left unlocked or whilst any windows of the insured vehicle are not fully closed**
- **any damage caused by frost unless you have done the following:**
  - added anti-freeze solution to the water in the water system and maintained the solution in recommended proportion OR
  - when the insured vehicle is not in use, completely drained the water from the radiator, the cylinder block and the entire circulatory water system by means of all taps and plugs provided.

# General Exclusions (continued)

- loss or damage caused by an inappropriate type or grade of fuel being used.
- any accident, injury, loss, damage and/or liability caused sustained or incurred whilst any insured vehicle is:
  - being used for Public or Private Hire; or
  - for the carriage of passengers for hire or reward; or
  - for the carriage of goods of a hazardous or explosive nature; or
  - for the conveyance of a load in excess of the maximum set against that insured vehicle.
- any liability for paintwork where altered from the manufacturer's original standard finish (e.g. sign-writing). Our liability for paintwork in respect of claims under this policy is restricted to the costs which would have been involved in repairing or respraying the damaged area to the manufacturer's original standard finish.
- Except to the extent that we are liable under the Road Traffic Acts the cover under this policy does not cover any consequence whatsoever resulting directly or indirectly from or in connection with Terrorism regardless of any other contributory cause or event or any action taken in controlling preventing suppressing or in any way relating to Terrorism
- Terrorism  
For the purpose of this exclusion Terrorism is defined as any act or acts including but not limited to
  - i) the use or threat of force and/or violence
  - ii) and/or
  - iii) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by
  - iv) nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of
  - v) persons or so claimed in whole or in part for political, religious, ideological or similar purposes

Where we are liable under the Road Traffic Acts the maximum amount we will pay for damage to property as a result of any accident or accidents caused by a vehicle or vehicles driven or used by you or any other person and for which cover is provided under this policy will be

- (i) the third party property damage limit specified in the policy in respect of all claims consequent on one originating cause; or;
- (ii) such greater sum as may in the circumstances be required by the Road Traffic Acts.

# Policy Conditions applicable to all this policy

1. When taking out, renewing or making a change to this policy you or your insurance representative (acting on your behalf) must take reasonable care to provide accurate and complete answers to all questions. You should not provide any information which you know is incorrect. We may ask you to provide further information and or documentation to ensure that the information you provided when taking out, making changes to or renewing your policy was accurate and complete.

You or your insurance representative (acting on your behalf) must take reasonable care to provide accurate and complete answers to all questions. You must give a fair presentation of the risk and should not provide any information which you know is incorrect.

If you do not comply with this condition and fail to take reasonable care to provide accurate and complete answers to our questions then if the failure is:

1. deliberate or reckless we can elect to make your policy void and keep the premium. This means treating the policy as if it had not existed and that we will not return your premiums, or
2. not deliberate or reckless and we would not have provided cover had you provided accurate and complete answers to the questions, then we can elect to make your policy void and return your premium or
3. not deliberate or reckless and we would have issued cover but on different terms had you provided accurate and complete answers to the questions then we can:
  - a. reduce proportionately any amount paid or payable in respect of a claim under your policy using the following formula. We will divide the premium actually charged by the premium which we would have charged, had you provided accurate and complete answers to the questions and calculate this as a percentage. The same percentage figure will be applied to the full amount of the claim to arrive at the proportion of the claim to be paid or payable; and/or
  - b. treat your policy as if it had included the different terms (other than payment of the premium) that we would have imposed had you provided an accurate and complete answers to the questions

Where we elect to apply one of the above then;

- a. if we elect to make your policy void, this will be from the start of the policy, or the date of variation or from the date of renewal
- b. we will apply the formula calculated by reference to the premium that would have been charged to claims from the start of the policy, or the date of variation or from the date of renewal
- c. we will treat the policy as having different terms imposed from the start of the policy, or the date of variation or from the date of renewal depending on when the failure to make a fair presentation occurs
- d. if we decide to void the policy we will seek to recover any payments made and costs incurred as the result of us having to comply with our Road Traffic Act obligations

It is a criminal offence under the Road Traffic Acts to make a false statement for the purposes of obtaining motor insurance and we may report you to the authorities should we consider there to have been a serious or reckless presentation of the risk.

# Policy Conditions (continued)

2. The insurance described in this policy will only apply provided that any person entitled to indemnity or benefit has complied with all the terms, conditions and endorsements of this policy.
3. This policy only covers the insured vehicle, details of which must be given to and accepted by us.
4. Any change in your circumstances or regarding the or any driver that may affect the insurance under this policy must be advised immediately to us.
5. Should any part or accessory be unprocurable, our liability shall be limited to the manufacturer's last published price for such part or accessory.
6. We reserve the right to use non manufacturer approved parts to repair any damage to the vehicle.
7. The due observance and fulfilment of the terms, conditions, endorsements and provisions of this policy where such requires any action to be taken or complied with by you and the truth of any statements and answers provided in the proposal form shall be conditions precedent to any liability of us to make any payment under this policy.
8. Should the insured make any claim knowing the same to be false or fraudulent, as regards the amount of such claim or otherwise, or produce any documentation which is false or proven to have been stolen, this policy shall become void and all claims hereunder shall be forfeited.
9. **Alterations to your Policy**  
If you change the insured vehicle you must provide your insurance advisor immediately with full details of the new vehicle. The policy will not operate unless you have a valid certificate of motor insurance or temporary cover note in respect of your new vehicle.
10. **Drink / Drugs**  
If at the time of an accident the driver of the vehicle is found to have exceeded the statutory limits as expressed in road traffic legislation in force at the time of the accident in respect of the consumption and or use of alcohol or drugs then the cover provided by this policy will meet only their obligations to comply with the Road Traffic Acts that are active at the time of the accident.

# Policy Conditions (continued)

## 11. Protection of the insured vehicle

You must take all reasonable steps to:

- safeguard against any loss or damage
- keep the insured vehicle in a proper state of repair and roadworthy condition
- ensure that the insured vehicle is not carrying passengers or goods of such number or size or in such a way as is likely to
- impair safe driving or control of the vehicle
- allow us or our authorised agents free access at all reasonable times to examine the insured vehicle.
- the insured vehicle must have a current MOT certificate if applicable.

## 12. Vehicle Modifications

All aftermarket vehicle modifications, other than the manufacturers optional extras must be approved and agreed by Moorhouse Xbroker. Should you wish to make any alterations to your vehicle please contact your insurance broker.

## 13. Other alterations

You must immediately inform us through your insurance advisor of any change in your circumstances that may affect this risk, such as:

- change of occupation
- change of address
- change of additional driver(s)
- change of main user
- change of use
- any convictions
- any pending prosecutions
- any physical defects, heart conditions, diabetes, disabilities or infirmities
- any modifications or engine conversions to the insured vehicle
- any county court judgements incurred
- any motoring fixed penalty points on driving licence

If you are in any doubt whether a particular fact is material to this insurance you should disclose it/them. Failure to disclose all material information could result in this insurance being void from inception leaving you without insurance cover.

For all alterations we shall make a charge to cover the costs of administering the policy.

## 14. Cancellation & Termination of Cover

This condition covers the cancellation of the motor policy only. If any Additional Covers exist alongside this motor policy then refer to the relevant cancellation section applicable to the Additional Cover elsewhere in this booklet. Important note: if the motor policy is cancelled then all Additional Covers are also deemed to be cancelled.

a. The period of insurance cover is specified in your certificate of motor insurance, but the insurance cover will cease upon your receipt of notice from us that the insured vehicle is declared a total loss. No refund or credit of insurance premium will normally be due in such circumstances and the full annual premium will be payable for the period of cover provided.

### b. Changing Your Mind

If this policy does not meet your requirements please inform your broker or insurance advisor within 14 days from the policy start date in writing, stating that you want to cancel your policy. We are unable to cancel your policy without your written instruction.

We will return any premium paid, less a charge proportionate to the period of time that you have had insurance cover and an additional charge to cover administrative costs of providing the policy. No refund of premium will be due and the full annual premium will be payable for the period of cover provided if a fault or non-recoverable claim has arisen during the current period of insurance.

### c. Cancellation By Us

Moorhouse Xbroker, your insurance advisor, your insurer or any agent appointed by us and acting with our specific authority, can cancel this policy by sending seven days' notice by recorded delivery to you at the last address known to us and in the case of Northern Ireland, to the Department of the Environment for Northern Ireland. Once the seven days has lapsed, if we have not heard from you we will return any premium paid, less a charge proportionate to the period of time that you have had insurance cover and an additional charge to cover administrative costs of providing the policy. No refund of premium will be due and the full annual premium will be payable for the period of cover provided if a fault or non-recoverable claim has arisen during the current period of insurance.

### d. Cancellation By You

You may cancel this policy at any time in writing detailing your instructions. Once received we will return any premium paid, less a charge proportionate to the period of time that you have had insurance cover and an additional charge to cover administrative costs of providing the policy. No refund of premium will be due and the full annual premium will be payable for the period of cover provided if a fault or non-recoverable claim has arisen during the current period of insurance.



### 15. No Claim Discount

We will allow a no claim discount against your new business or renewal premium. The amount of the discount will be in accordance with our scale of no claim discount applicable at the time.

If you claim under any section of this policy and we are unable to recover our costs, your no claim discount will be reduced by two years per claim.

Claims that do not affect your No Claim Discount:

Any claim for payment of emergency treatment as required by the Road Traffic Act Incidents for which we can obtain a full recovery of all costs.

# Conditions of Making a Claim

If you are involved in an accident:

- Always take the names and addresses of any other parties involved and full particulars of any Police Officer(s) at the scene.
- Accidents must be reported to the Police within 24 hours.
- Always stop in the event of an accident and give full particulars to any person having reasonable grounds for requiring them.
- Never admit liability under any circumstances.

Making a claim

- When an accident, injury, loss or damage occurs you or your legal representative must:
  - Contact the claims registration line on 0345 366 2218 and give us full details of your claim as soon as possible and in any case within 24 hours.
  - Forward to us any relevant letter, claim, writ or summons, immediately you receive it, without answering it.
  - Tell us immediately if you hear that there is to be a prosecution, Coroner's Inquest or Fatal Accident Inquiry in connection with any accident for which there may be liability under this policy
  - Not make any admission of liability, offer, repudiation or promise of payment without our written consent.
- We will be entitled to take over and conduct in your name or in the name of any other person insured by this policy:
  - in defense or settlement of any claim
  - Legal proceedings to recover for our own benefit any payments made under this policy.
- You or any other person insured by this policy must give us any assistance and information we may require.
- Upon payment of the full market value or the sum advised to us as detailed in the schedule, the salvage (if any) shall become our property.
- If, at any time you make a valid claim under this policy, there is another policy in force covering the liability, loss or damage we will pay only our share of the claim. This does not apply to injury to you or your wife or husband.
- If the law of any country in which this policy operates obliges us to pay a claim which would not otherwise be in the scope of this policy, we may recover the amount from you or the person who incurred the liability.
- If we have accepted a claim but there is a disagreement over the amount to be paid, the matter will be referred to an arbitrator. He or she will be appointed in accordance with current statutory provisions. Where any disagreement is so referred to arbitration proceedings, the making of an award will be a condition precedent to any right of action against us.

# Conditions of Making a Claim (continued)

## Payment of claims

- We will decide whether to:
  - Pay for the cost of repair to the insured vehicle or its accessories or spare parts
  - Replace the insured vehicle or its accessories or spare parts damaged beyond economic repair or lost or stolen or
  - Pay to you the amount of the loss or damage to the insured vehicle or its accessories or spare parts.
- The most we will pay is:
  - The market value of the insured vehicle or its accessories or spare parts
- We will not pay for that proportion of repair or replacement that improves the insured vehicle beyond its condition before the loss or damage occurred.
- In the event that any premium or credit charge is outstanding when a claim is payable, we reserve the right to deduct such outstanding sums from the claim.

## Towing and delivery costs

- We will pay the reasonable costs of protecting the insured vehicle and moving it to the nearest competent repairers for repair of damage covered under this policy (see Section 1 or Section 2). After repair we will pay the reasonable cost of delivery to your address in the United Kingdom.

## Hire Purchase, leasing or similar agreements

- If the insured vehicle belongs to someone else or is the subject of a hire purchase, leasing or similar agreement, we will normally make any payment for its loss or destruction to its legal owner.

# Extension E & F – Breakdown Cover

## Contact information

**Breakdown**            **0330 159 0261**

Customer Services    Details of **your broker** are shown on **your schedule**

Hearing assistance    Telephone prefix 18001 to access Tynetalk or text the **RAC** on 07855 828282

## Telephone charges

Please note that the **RAC** do not cover the cost of making or receiving telephone calls. Calls to the **RAC** may be monitored and/or recorded.

Call charges may apply. Please check with **your** telephone provider. 03 numbers are charged at national call rates and usually included in inclusive minute plans. Text messages will be charged at **your** standard network rate.

## If your vehicle breaks down, please provide the RAC with

1. **Your** name or policy number
2. Identification such as a bank card or driving licence
3. The **vehicle's** make, model and registration number
4. The exact location of the vehicle - the road **you** are on or the nearest road junction
5. The number of the phone **you** are using
6. The cause of the **breakdown**, if **you** know it
7. **Your** credit/debit card if **you** need additional services

If **you** fail to make contact within 24 hours of becoming aware of the **breakdown** cover may be refused in relation to the **breakdown**.

## Remember

Please let the **RAC** know if **you** have called the **RAC** but manage to get going before the **RAC** arrive

The **RAC** will only provide cover if the **RAC** arranged help, so please do not go directly to a garage or other recovery service, or otherwise approve action taken by **you** or on **your** behalf.

# Extension E & F – Breakdown Cover

## Your terms and conditions

### Important information about your Moorhouse Breakdown Cover

Your **Moorhouse Breakdown Cover** consists of a **Breakdown** Policy – a contract of insurance between **you** and the insurers:

**RAC** Motoring Services provides insurance for Section A.

### Terms and Conditions

This Policy is a contract between **Us** and **You**. We agree to pay for those costs set out in this section of the Policy, which occur during the policy period and for which payment of the appropriate premium has been made and subject to the following Policy terms and conditions.

### Definitions

Any words in bold appearing throughout this **Moorhouse Breakdown Cover** have a specific meaning which the **RAC** explain below.

“**breakdown**”/“**break down**”/“**broken down**” means an event during the **policy period**, that stops the **vehicle** from being driven because of a mechanical or electrical failure including as a result of battery failure, running out of fuel, flat tyres, but not as a result of a mis-fuel, **road traffic collision**, fire, flood, theft, acts of vandalism, any **driver induced fault**, or any key related issue other than keys locked in **your vehicle**;

“**broker**” means **your broker** or agent who has arranged and administers this **Moorhouse Breakdown Cover** as shown on **your schedule**;

“**call-out**”/“**claim**” means each separate request for service or benefit for cover under any section of this **Moorhouse Breakdown Cover**;

“**caravan**”/“**trailer**” means any **caravan** or **trailer** that is less than (a) 3.5 tonnes; (b) 7.0m (23ft) long including a tow bar; (c) 2.55 metres wide; and (d) 3 metres high;

“**driver**”/“**their**”/“**they**” means **you** or any **driver** as shown on **your schedule** of a **vehicle** at the time a **Breakdown** occurs who is authorised to be driving the **vehicle** and is permanently resident in the **territory**;

“**driver induced fault**” means any fault caused by actions or omissions of the **driver** of the **vehicle**, except running out of fuel and battery failure;

“**end date**” means the date that this **Moorhouse Breakdown Cover** expires as shown on **your schedule**;

# Breakdown Cover (continued)

“**passengers**” means the **driver** and up to 7 people travelling in the **vehicle**;

“**policy period**” means the length of time for which **your Moorhouse Breakdown Cover** is in force as shown on **your schedule**;

“**policy year**” means the **policy period**, from the **start date**;

“**RAC**” means RAC Motoring Services;

“**reimburse**”/“**reimbursement**” means reimbursement by **RAC** under the reimbursement process;

“**road traffic collision**” means a traffic collision involving a **vehicle** within the **UK**;

“**schedule**” means the document entitled “schedule” containing important details about this **Moorhouse Breakdown Cover**;

“**specialist equipment**” means equipment that is not normally required by **RAC** to complete repairs and recoveries, for example winching and specialist lifting equipment;

“**start date**” means the date that this **Moorhouse Breakdown Cover** begins, or renews, as shown on **your schedule**;

“**UK**” means England, Scotland, Wales, Northern Ireland, and for the purpose of this **Moorhouse Breakdown Cover** includes Jersey, Guernsey and the Isle of Man if **you** are a resident there;

“**vehicle**” means the **UK** registered vehicle as shown on **your schedule** and that complies with the following specifications:

1. it is either a car, light van or motorhome that is less than (a) 3.5 tonnes; and (b) 2.55 metres wide; or
2. It is a motorcycles over 121cc and is not a mobility scooter

“**you**”/“**your**” means the person taking out the **Moorhouse Breakdown Cover** as named on the schedule.

# Breakdown Cover (continued)

## Important information about your policy

- This **Moorhouse Breakdown Cover** is intended to offer services relating to the **Breakdown** of **vehicles**. It meets the demands and needs of those who wish to ensure the risk of the **Breakdown** of **vehicles** is met now and in the future, and where additional cover is chosen, that certain additional risks relating to the **Breakdown** of **vehicles** are met.
- There are general conditions that apply. There are also specific conditions that are set out. **You** must meet all of these conditions.
- All requests for service must be made directly to the **RAC**.

## Policy type

This **Moorhouse Breakdown Cover** covers the **vehicle** shown on **your schedule** and if registered at **your home** address. The vehicle is covered whoever is driving.

## Policy Period

The **Moorhouse Breakdown Cover** will start on the **start date** and end after the **end date** as shown on **your schedule**.

## Limits of Cover

Cover under this **Moorhouse Breakdown Cover** is subject to a limit of five **claims** that can be made under this **Moorhouse Breakdown Cover** during each policy year:

1. When a **claim** can be made. No **claim** is permitted under section A if the **Breakdown** occurred prior to purchasing this **Moorhouse Breakdown Cover**;
2. The number of **claims** that can be made per **policy year** whether under a particular section, or as a whole, one **claim** means one request for service or benefit for cover under any section of this **Moorhouse Breakdown Cover**, regardless of who makes the **claim**;

# Breakdown Cover (continued)

## Reimbursement

Under some sections, **you** may need to pay for the service up front and claim this back from **us**. To do so, please visit [www.rac.co.uk/reimbursementclaimform](http://www.rac.co.uk/reimbursementclaimform). If you have any queries please contact Breakdown Customer care on 0330 159 0337. Please send **your** completed claim form with proof of payment (such as a receipt) to Customer Services. The **RAC** may ask you to supply original documents.

## Included Benefits

As well as the cover the **RAC** provide under this **Moorhouse Breakdown Cover**, the **RAC** offer the following benefits provided by RAC Motoring Services at no additional charge to **you** and include:

- Provide services where the number of call outs that can be made under **your Moorhouse Breakdown Cover** during a period of cover has been exceeded;
- Urgent Message Relay.

## Additional Services

**RAC** Motoring Services can also offer additional services following a **Breakdown** for an additional charge which will be agreed with you before service is provided.



# Breakdown Cover - Your Cover Section A. Roadside

**Moorhouse Breakdown Cover** includes cover for Roadside. The number of **claims** which can be made during a **policy year** is shown under Limits of cover.

## Covered

If the **vehicle breaks down** within the **UK** more than a 1/4 of a mile from **your home**, the **RAC** will:

1. Send help to repair the **vehicle** at the roadside. This could be a permanent or temporary repair; or
2. If the **RAC** are unable to repair the **vehicle** at the roadside, the **RAC** will recover the **vehicle** and **passengers** to a destination chosen by the **driver** up to a maximum of 10 miles from the **Breakdown**;

If the **RAC** recover the **vehicle** to a garage, the **RAC** will reimburse **you** for taxi costs for **passengers** to continue the journey to a single destination within 20 miles.

## Caravans or Trailers

If a **caravan** or **trailer breaks down** within the **UK** more than 1/4 mile from **your home**, the **RAC** will send help to repair the **caravan** or **trailer** at the roadside. This could be a permanent or temporary repair.

The **RAC** will not provide any other cover under this **Moorhouse Breakdown Cover** if a **caravan** or **trailer breaks down**. However if a **vehicle breaks down** and there is a **caravan** or **trailer** attached to it the **RAC** will recover the **caravan** or **trailer** as well.

## Not Covered

1. The cost of any parts;
2. The fitting of parts, including batteries, supplied by anyone other than **us**;
3. Any **Breakdown** resulting from a fault that the **RAC** have previously attended and:
  - a) the original fault has not been properly repaired; or
  - b) our advice after a temporary repair has not been followed;
4. Recovery for **caravans** or **trailers** if the **caravan** or **trailer breaks down**.

# Breakdown Cover - General Conditions

The following conditions apply to all sections of this **Moorhouse Breakdown Cover**. If **you** do not comply the **RAC** can refuse cover and/or cancel **your Moorhouse Breakdown Cover**.

1. **You** must request services directly from **us**, as the **RAC** will only provide cover if the **RAC** make arrangements to help **you**.
2. Where the **Breakdown** is caused by a component failure this must stop the **vehicle** from working, so for example an air-conditioning failure in itself does not constitute a **Breakdown**, and the illumination of a warning light does not always constitute a **Breakdown**. If it does not, **you** will need to take **your vehicle** to a place of repair and **your Moorhouse Breakdown Cover** will not cover this.
3. The **RAC** will not cover any **claim** where the **vehicle** is already at a garage or other place of repair.
4. Where the **RAC** deem, acting reasonably, that **you** requested service to avoid the cost of repairing the **vehicle**, or to correct an attempted repair by someone else, the **RAC** will not provide cover.
5. A **driver** must be with the **vehicle** when the **RAC** attend.
6. **You** are responsible at all times for the care of **your** personal belongings, valuables, luggage and goods in or on a **vehicle**. The **RAC** will not be responsible for any loss of or damage to them.
7. Where the **RAC** recover **passengers** under the age of 16, they must be accompanied by an adult.
8. The **RAC** will not allow animals in their **vehicles**, except guide dogs. Any animals can remain in the **vehicle** at the **driver's** own risk. The **RAC** will not be liable for any injury to animals, or damage caused by them. The **RAC** will not transport any livestock. The **RAC** will not be responsible for any costs relating to animals.
9. The **vehicle** must not carry more **passengers** than the number stated in the **vehicle's** registration document. Each **passenger** must have a separate fixed seat fitted to the manufacturer's specification and any child must occupy a properly fitted child seat.
10. Where the **RAC** provide a repair to the **vehicle**, whilst the **RAC** are responsible for that repair, this does not mean that the **RAC** are confirming the legal and roadworthy condition of the **vehicle**. This remains **your** responsibility.
11. The **RAC** will not be responsible for any losses that may incur following a **Breakdown** that are not expressly covered by this **Moorhouse Breakdown Cover**. For example, the **RAC** will not pay for any loss of earnings or missed appointments.
12. The **RAC** do not guarantee that recovery to any garage will be during opening hours, or that repairs can start immediately. Whilst the **RAC** will try to check that the garage will undertake the type of repairs required, the **RAC** cannot guarantee this. The **RAC** will not take responsibility for repairs carried out at any garage and the contract for such repairs will be between **you** and the garage / repairer.

# Breakdown Cover - General Conditions (continued)

13. During extreme weather, riots, war, civil unrest, industrial disputes, the **RAC's** services can be interrupted. They will resume their service to **you** as soon as they can in these circumstances.
14. The cost of the following is not covered by this **Moorhouse Breakdown Cover**:
  - a) **specialist equipment**;
  - b) tolls, ferries or congestion charges for the **vehicle** and the **RAC's vehicle**;
  - c) any damage to glass even if the damage means the **vehicle** cannot be legally or safely driven. the **RAC** will arrange transport to a local garage so **you** can arrange to get the **vehicle** fixed but **you** will have to pay for this;
  - d) spare tyres and wheels and repairing or sourcing them; or
  - e) recovery by someone other than **RAC** even if this is requested by the emergency services.
  - f) the **RAC** will only provide recovery once instructed to do so by the emergency services.
15. In handling any **claim** there may be more than one option available to the **driver** under this **Moorhouse Breakdown Cover**. The **RAC** will decide which is the most appropriate option based on the expertise of the **RAC** in **Breakdown** situations. In doing so the **RAC** will act in consultation with the **driver**, and act reasonably at all times.
16. This **Moorhouse Breakdown Cover** does not cover:
  - a) routine servicing, maintenance or assembly of the **vehicle**;
  - b) **caravan** or **trailers**, except as described under Section A;
  - c) **Breakdowns** resulting from activities that are not subject to the normal rules of the road for example rallies, stock car racing, use of the Nürburgring or other formal or informal race events;
  - d) **Breakdowns** that occur off the public highway to which the **driver** or the **RAC** have no legal access;
  - e) the **vehicle** if it is not legally taxed, insured and holding a valid MOT which is required by law or is not being used in line with the manufacturer's guidelines
  - f) **vehicles** that are not in a roadworthy condition. If the **RAC** consider, acting reasonably, that the vehicle is not in a legal or roadworthy condition, the **RAC** can refuse to provide service. If **you** can demonstrate that the **vehicle** is roadworthy the **RAC** will provide service;
  - g) any **claim** that is or may be affected by the influence of alcohol or drugs;
  - h) any **Breakdown** that is caused by or as a result of **vehicle** theft or fire; or
  - i) any **claim** under this **Moorhouse Breakdown Cover** where the **Breakdown** was first reported to the **RAC** under a different policy.
17. If the **driver** is asked to review and approve a document recording the condition of the **vehicle**, including an electronic form, it is their responsibility to ensure that the record is accurate and complete, and the **RAC** will not be responsible for any errors or omissions.

# Breakdown Cover - Additional Benefits

The following are provided at no additional charge:

## Service in the Republic of Ireland

If the **vehicle** has **broken down** in the Republic of Ireland, the **RAC** will provide a Roadside attendance service only, as described under Section A (Roadside).

## Urgent message relay

If the **vehicle** has **broken down** and the **driver** needs to get in touch with friends and family urgently, the **RAC** will get a message to them.

## Additional services

The **RAC** can provide additional services that are not included in **your Moorhouse Breakdown Cover** but the **RAC** will charge **you** for these, for example to:

1. Purchase the parts **you** need to get on **your** way;
2. Pay for **specialist equipment** to complete the repairs;
3. Arrange a recovery; or
4. Attend a mis-fuel event.

If **you** need extra help, the **RAC** will agree the costs up front and will need full payment before the **RAC** can help. If **you** took out the **Moorhouse Breakdown Cover**, **you** will be responsible for any additional charges so if the **RAC** help someone under **your Moorhouse Breakdown Cover** and they cannot pay, the **RAC** will invoice **you**. This is why the **RAC** request proof of identity at the **Breakdown**.

## Misuse of Moorhouse Breakdown Cover

Each **driver** must not:

1. Behave inappropriately towards us, including acting in a threatening or abusive manner, whether verbally or physically;
2. Persuade or attempt to persuade the **RAC** into a dishonest or illegal act;
3. Omit to tell the **RAC** important facts about a **Breakdown** in order to obtain a service;
4. Provide false information in order to obtain a service;
5. Knowingly allow someone that is not covered by **your Moorhouse Breakdown Cover** to try and obtain a service under this **Moorhouse Breakdown Cover**;
6. Pay for additional services or goods in the knowledge that the payment has or will fail, with no intention of providing alternative payment.

If these conditions are not complied with, the **RAC** may:

1. Restrict the cover available to **you** at the next renewal;
2. Refuse to provide any services to **you** under this **Moorhouse Breakdown Cover** with immediate effect;
3. Immediately cancel this **Moorhouse Breakdown Cover**; and
4. Refuse to sell any **Moorhouse Breakdown Cover** or services to **you** in the future.

The **RAC** may also take any of the additional steps as set out above if any **claim** is found to be fraudulent in any way, and the **Moorhouse Breakdown Cover** will be cancelled with effect from the date of the fraudulent act, and the fraudulent **claim** forfeited. The **RAC** will not refund any premium. The **RAC** will notify **you** in writing if the **RAC** decide to take any of the above steps.

# Breakdown Cover (continued)

## Renewal of Moorhouse Breakdown Cover

A new **Moorhouse Breakdown Cover** may be issued when **you** renew **your** existing associated motor insurance policy.

## Changes to your details

**You** must let **your broker** know immediately if **you** need to change anything on **your Moorhouse Breakdown Cover**.

**Your broker** can be contacted by phone, post, or email. Please see Contact Information.

If **you** change **your vehicle** **you** must call **your broker** to update **your** details. If **you** do not, **you** may not be covered.

The **RAC** will not change **your Moorhouse Breakdown Cover** into someone else's name. If **you** cancel **your Moorhouse Breakdown Cover** for any reason, the whole **Moorhouse Breakdown Cover** will be cancelled and others on **your Moorhouse Breakdown Cover** will no longer be covered by **us**.

All communications from **your broker** or the **RAC** shall be deemed duly received if sent to **your** last known address.

# Breakdown Cover (continued)

## Complaints

The **RAC** are committed to providing excellent service. However, the **RAC** realise that there are occasions when you feel you did not receive the service you expected. If you are unhappy with the services relating to this **Moorhouse Breakdown Cover** such as services at or following a **Breakdown**, or the included benefits please contact the **RAC** as follows:

## Breakdown related Complaints

By Phone  
0330 159 0337

In writing  
Breakdown Customer Care  
RAC Financial Services Limited  
Great Park Road  
Bradley Stoke  
Bristol  
BS32 4QN

Breakdowncustomer@RAC.co.uk

Sales and administration Complaints  
Please contact your broker.

A dispute relating to goods or services sold online can also be submitted to the European Commission Online Dispute Resolution Service (“ODR”) via their website: <http://ec.europa.eu/consumers/odr/>. The ODR is a platform which helps customers who have purchased goods or services online in the EU if a dispute arises. The ODR platform will send your complaint to a certified Alternative Dispute Resolution Provider who works with the parties to solve the problem. Please note: for qualifying financial services products purchased in the UK this will be the UK’s Financial Ombudsman Service.

# Breakdown Cover (continued)

## Financial Ombudsman Service

In the event that the **RAC** cannot resolve **your** complaint to **your** satisfaction under the complaints process set out above, **you** may in certain circumstances be entitled to refer **your** complaint to the Financial Ombudsman Service at the following address:

### By Phone

0800 023 4567 or  
0300 123 9123

### In writing

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

[complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## Law

The parties are free to choose the law applicable to this **Moorhouse Breakdown Cover**. Unless specifically agreed to the contrary, this contract will be subject to the laws of England and Wales. Unless otherwise agreed, the contractual terms and conditions (including this **Moorhouse Breakdown Cover** and the schedule and other information relating to this contract will be in English.



# Breakdown Cover - Your Data

## Data protection statement

For the purposes of the UK Data Protection Laws that apply from time to time, the data controller in relation to the personal data **you** and/or **your broker** supplies to the **RAC** is RAC Motoring Services (RACMS). This enables **your broker** to provide **you** with a quotation, for **you** and the **RAC** to enter into a contract for **Moorhouse Breakdown Cover**, in making a request for service or benefit, and for administering the **Moorhouse Breakdown Cover**.

RACMS (Registered No: 01424399) Registered Office is RAC House, Brockhurst Crescent, Walsall, WS5 4AW. **You** can contact the Data Protection Officer for RACMS by emailing [dpo@rac.co.uk](mailto:dpo@rac.co.uk) or writing to the Data Protection Officer, RAC House, Great Park Road, Bradley Stoke, Bristol BS32 4QN.

RACMS obtains **your** personal data from **your broker** when **your broker** provides RACMS for the purposes set out below. RACMS also obtains **your** personal data when you contact the **RAC** directly in relation to your **Moorhouse Breakdown Cover**. Please be aware that the **RAC** may record telephone calls for staff training and evidential purposes.

The categories of **your** personal data that the **RAC** obtain about **you** are:

- name;
- policy number;
- **vehicle** registration number;
- **vehicle** manufacturer;
- **vehicle** model;
- DVLA date of **vehicle** first registration;
- contact details;
- vehicle location data; and
- in very limited circumstances, certain sensitive personal data, including information on health and wellbeing, that **you** provide the **RAC** from time to time.

RACMS processes **your** personal data for the following purposes and its other legitimate interests in order to:

- provide **you** with a quote for cover;
- provide **you** with a contract for cover;
- fulfil **your** contract for cover;
- administer **your Moorhouse Breakdown Cover**; and
- contact **you** to provide **you** with the services that form part of **your Moorhouse Breakdown Cover**

## Breakdown Cover - Your Data (continued)

In most cases, processing the above information is necessary for the performance of a contract to which **you** are party or in order to produce a quotation at **your** request prior to entering into a contract. The **RAC** may also process information to comply with a legal obligation, or where the processing is necessary for the purposes of the RAC's legitimate interests, for example to reduce the risk of payment default and fraudulent abuse or to undertake research and statistical analysis.

RACMS may use **your** personal data to make automated decisions to calculate, evaluate or predict the performance of **your Moorhouse Breakdown Cover**. If you have any concerns regarding the outcome of these checks, please let RACMS know.

Please note that, if you do not provide your personal data, the **RAC** will be unable to provide you with the **Moorhouse Breakdown Cover** you are requesting, as well as services related to administering **your Moorhouse Breakdown Cover**.

RACMS will share the personal data **you** provide with its group companies†. RAC group companies (RACGC) will use this for administration and customer services. RACGC may disclose your personal data to the **RAC's** service providers and agents for these purposes.

## Breakdown Cover - Your Data (continued)

RACGC retains **your** personal data for so long as is necessary for the **RAC** to process **your** personal data for the purposes and legitimate interests set out above.

RACGC may transfer **your** personal data outside of the European Economic Area, for example to Asia. RACGC will only do this where it is necessary for the conclusion or performance of a contract between **you** and the **RAC**, or that RACGC enter into at your request, in your interest. In the event that RACGC transfers your personal data outside of the European Economic Area for any other reason, it shall ensure that appropriate and approved data transfer clauses or certification mechanisms are in place with the relevant recipient of **your** personal data.

When **you** give the **RAC** personal information about another person, **you** confirm that they have authorised **you** to act for them, that **you** have their consent to act on their behalf (for example, under a power of attorney) and use of their personal data in the manner described in this notice and to receive on their behalf any data protection notice.

RACGC or our agents may undertake checks against publicly available information (such as electoral roll, county court judgments, bankruptcy orders or repossessions). Similar checks may be made in assessing any **claims** made. RACGC may monitor and record any communications with **you** including telephone conversations and emails for quality assurance and compliance reasons.

**You** have a number of rights in relation to **your** personal information that **you** can choose to exercise at any time. This includes **your** right to:

- access information the **RAC** process about you to obtain a copy of the data as well as receive supplementary information;
- object to the **RAC** using particular information or using it in a particular way. **You** can let the **RAC** know that **you** object to it and the **RAC** will consider whether your request can be granted;
- rectify inaccurate information, which in most cases you can do this simply by getting in touch with **your broker**;
- erase **your** data if the **RAC** no longer have a legitimate basis for processing it;
- port data to another data controller or to **you** in a structured, commonly used and machine readable format.

## Breakdown Cover - Your Data (continued)

The **RAC** have provided a basic overview of those rights above, but if **you** would like to find out more or exercise any of these rights **you** can contact the **RAC** Data Protection Officer on the contact details shown at the top of this privacy notice.

In addition to the rights set out above you have the right to raise a privacy complaint with the Information Commissioner's Officer (ICO). The ICO will usually require **you** to have approached RACMS first to try to resolve the matter.

† If **you** would like a list of all **RAC** group companies, please write to or email the Data Protection Officer.

Breakdown cover provided by **RAC** Motoring Services (Registered No 01424399). Registered in England; Registered Offices: RAC House, Brockhurst Crescent, Walsall WS5 4AW. RAC Motoring Services is authorised and regulated by the Financial Conduct Authority in respect of insurance mediation activities.

# Endorsements – Applicable if shown on your schedule to all policy Sections

## **Endorsement 1**

Drivers under 25 years of age

No cover applies in respect of drivers under 25 years of age.

## **Endorsement 3**

Alarms, Immobilisers and Tracking Devices

AXA shall only be liable under Sections 1 and 2(i) for theft or attempted theft where an alarm, immobiliser, or tracking device as disclosed to, and approved by us, has been fitted to the insured vehicle in accordance with the manufacturer's instructions and is activated at all times when the insured vehicle is left unattended. Proof of fitment of an alarm, immobiliser or tracking device to the insured vehicle will be required prior to or in the event of a claim arising under Sections 1 or 2 (i) of this policy for theft or attempted theft.

## **Endorsement 4**

Garaging

In respect of claims arising from fire, theft, attempted theft, or malicious means between the hours of 23:00 and 06:00 when the vehicle is parked the Fire and Theft excess referred to in Section 1 and Section 2 is doubled unless the insured vehicle is in a secure locked garage.

## **Endorsement 6**

Wheels & Tyres

We will indemnify you in respect of loss of or damage to the wheels and/or tyres of the insured vehicle up to an amount that does not exceed the cost of replacing those wheels and tyres fitted as standard by the vehicle manufacturer.

## **Endorsement 7**

Interest as owner

The person shown next to this endorsement number in the schedule is interested in this policy as owner of the vehicle.

## **Endorsement 8**

Restricted Use

Use is restricted to Social, Domestic and Pleasure in respect of the driver(s) noted in this endorsement.

# Extensions - Applicable if shown on your schedule to all policy Sections

Extensions - Applicable if shown on your schedule to all policy Sections These extensions only apply if referred to in the schedule and are subject otherwise to the terms, exceptions and conditions of this policy. If the only claim you make under this policy is under extensions A,E, or F , your no claim discount will not be reduced.

## **WINDSCREEN COVER EXTENSION A**

If you have comprehensive cover you can claim for damage to the glass in your vehicle's windscreen or windows. If you use our approved Windscreen Replacement Service (0800 363636) to arrange to replace the glass, you will have unlimited cover but you will have to pay the excess shown on your schedule. Unless our approved repairer arranges to replace the glass, you will only be covered for the reasonable cost of replacing the glass subject to a maximum of £100 less the excess. If the damaged glass is repaired, instead of replaced, you will not have to pay the excess, as long as our approved repairer is used. If the damaged glass is repaired, instead of replaced, but not through our approved repairer, you will have to pay the excess shown on your schedule. As long as there is no other damage, we will pay you under this extension and it will not affect your no-claims bonus. Any other excess we mention in your policy document will not apply to glass claims

## **TRAILER COVER EXTENSION C**

Comprehensive Policies

Provided details (including value) have been submitted to us, the appropriate premium has been paid and cover is the same as the insured vehicle, this policy is extended to cover a trailer against loss or damage up to £2500 in any one claim. We shall not be liable in respect of any death or bodily injury to any person in or on or mounting into or dismounting from such a trailer.

There is no cover whilst the trailer is detached from the insured vehicle.

## **TRAILER COVER EXTENSION D**

Third Party Fire and Theft and Third Party Only Policies Provided details (including value) have been submitted to us, the appropriate premium has been paid and cover is the same as the insured vehicle, this policy is extended to cover a trailer against loss or damage up to £2500 in any one claim. We shall not be liable in respect of any death or bodily injury to any person in or on or mounting into or dismounting from such a trailer.

There is no cover whilst the trailer is detached from the insured vehicle.

## **PROTECTED NO CLAIM DISCOUNT EXTENSION G**

If you have paid the additional premium and selected this option your no claim discount will not be reduced provided no more than two fault or non-recoverable claims are made under this policy in any five successive years.



Moorhouse Xbroker  
Barclay House  
2-3 Sir Alfred Owen Way  
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