



## Motor Vehicle Insurance Policy

## Motor Vehicle Insurance Policy

We (The Cornish Mutual Assurance Company Limited) agree with you (the Policyholder named in the Schedule) that we will provide the insurance set out in the Policy and in any endorsements specified as operative in the Schedule in respect of events occurring during the Period of Insurance for which you have paid a premium.

The Period of Insurance is for the period indicated in the Schedule. Renewal of the Policy may be offered with changes to the Policy and premium.

The Policy, the Schedule and the Certificate of Motor Insurance are to be read together as one document.

This Policy is subject to English law and jurisdiction.

Signed on our behalf.



Chairman



Managing Director

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## Definition of Terms

Each of the following words and expressions is given a specific meaning which applies wherever it appears in **bold type** in this Policy (other than Section H: Legal Expenses and Section J: Motor Breakdown Solutions where more specific definitions apply):

**Accessories:** means parts or products specifically designed to be fitted to the **Insured Vehicle** including:

- i) keys or other devices designed to access and start the **Insured Vehicle**
- ii) spare parts and child car seats while in the **Insured Vehicle**
- iii) audio/navigation/dashboard camera equipment permanently fitted to the **Insured Vehicle**.
- iv) your detachable electric vehicle charging cables, adapters and connectors for use with the **Insured Vehicle**.

**Commercial Vehicle:** means any motor vehicle which is manufactured and used for the carriage of goods

**Computer System:** means any computer, hardware, software, communications system, electronic device, server or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

**Cyber Act:** means a malicious or criminal act or series of related malicious or criminal acts, regardless of time and place, involving access to, processing of, use of or operation of any **Computer System** used by a motor vehicle

**Data:** means facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.

**Declared Value:** means the value shown in the schedule that you have given us as the cost to replace the **Insured Vehicle** with one of the same make, model, specification, age, mileage and condition.

**Excess(es):** means the amount you must pay towards any claim.

**Insured Vehicle:** means the vehicle specified in the Schedule.

**Market Value:** means the amount it would cost to replace the **Insured Vehicle** or **Trailer** at the time of the accident or loss with one of the same make, model, specification, age, mileage and condition.

**Misfuelling:** means accidental filling of the fuel tank with inappropriate fuel.

**Motor Car:** means any private passenger carrying motor vehicle with less than nine passenger seats.

**Trailer:** means any unpowered wheeled attachment which is designed to be towed by a motor vehicle for the carriage of goods, materials or livestock. It does not include caravans, trailer tents, catering trailers, exhibition trailers or items of plant or machinery. (This definition does not apply to Section A: Third Party Liability).

## For Your Information

### Making a Claim

- **If you need to make a claim under Sections A to G of this policy, including any claim for windscreen or window damage:**

**Please call: 01872 277 151**

If your vehicle has been damaged and is suitable for our Partner Repairer network we will be able to transfer your call directly to one of our Partner Repairers in order to progress the repair without delay.

They can arrange to collect the vehicle from your home if required and can provide you with a courtesy car for the duration of any repair.

Cover will be provided under this policy for any courtesy car supplied by our Partner Repairer subject to the policy remaining in force for the period that the courtesy car is in your care. Please note that any claim for the courtesy car will be treated as a separate claim under your policy.

The courtesy car will usually be a 1 litre, 3 door, manual transmission car, or similar, it is not intended to be a like for like replacement for the insured vehicle.

Our Partner Repairers guarantee all repairs for a minimum of three years and your vehicle will be washed and vacuumed prior to return.

Please ensure you are able to provide your details, including your policy number, as it will enable us to deal with your claim quickly.

**Or write to us at:**

**The Cornish Mutual Assurance Co. Ltd,  
CMA House,  
Newham Road,  
Newham,  
Truro TR1 2SU**

**Or E-mail: [claims@cornishmutual.co.uk](mailto:claims@cornishmutual.co.uk)**

When writing to us by e-mail please note that proof of sending an e-mail does not mean we have received it. Please make sure we acknowledge receipt of your e-mail.

**You should contact us as soon as possible after the incident giving rise to your claim.**

**Should you receive any claim by a third party or any notice of proceeding, you must send it to us as soon as possible, without responding.**



## For Your Information

- **If you need to make a claim under Section H (Legal Expenses) of this Policy, please note the following:**

You should call: **01872 272 160**

(lines are open 24 hours, 365 days per year for motor claims reporting)

Under no circumstances should you instruct your own lawyer as any costs incurred without agreement will not be paid.

You will be required to give details of the accident and names and addresses of all parties involved including any witnesses.

If the advisor believes the accident is not your fault, the advisor will arrange for a legal expert to contact you who will help claim back your losses and obtain compensation for any injuries and/or for you to be contacted to assess your need and suitability for a replacement vehicle. Ensure no contact is made with anyone else regarding claiming back your losses or compensation for personal injury.

- **If you require breakdown assistance and the Schedule includes Section J: Motor Breakdown Solutions, please call: 01872 272 178.**

## Foreign Use

We recommend that you contact us before taking the insured vehicle beyond the confines of Great Britain, Northern Ireland, the Isle of Man and the Channel Islands as coverage for foreign use depends on which sections of the policy are shown as operative in the Schedule.

- **For Motor Cars** the insurance provided by this policy applies to events occurring in:
  - i) any country which is a member of the European Union and
  - ii) Andorra, Iceland, Norway, Serbia and Switzerland.Your Certificate of Insurance provides confirmation of this cover and you should ensure that you carry it with you when travelling in these countries. Further advice is available in our "Motor Insurance Foreign Use Guidance" booklet which is available on request.
- **For Commercial Vehicles** the insurance provided by this policy does not apply to events occurring outside of Great Britain, Northern Ireland, the Isle of Man and the Channel Islands, other than the compulsory minimum insurance for motor vehicles as set out in Section A - "Compulsory Motor Insurance Laws". Subject to our prior approval cover can be extended, for a limited period, to events occurring in:
  - i) any country which is a member of the European Union and
  - ii) Andorra, Iceland, Norway, Serbia and Switzerland.

**You must contact us before travelling if you require this extension to cover.**

## For Your Information

### No Claims Discount (NCD)

- **For Motor Cars only**

Entitlement to NCD is allocated by reference to the number of claim free years since the last claim. The Scale of Discounts from basic premiums is:

No of claim free years since last claim	Discount
Less than 1 year	0%
One year	35%
Two years	45%
Three years	55%
Four years	60%
Five years or more	70%

After each additional claim free year your entitlement will move one step up the scale. Claims for damage to the windscreen or windows only do not affect the discount.

Where a single claim occurs and there is not a full recovery made by Cornish Mutual, at the next renewal date the discount reduces by two steps down the scale.

Where two claims affect the discount entitlement in one year of insurance, at the next renewal date the discount reduces by four steps down the scale.

Where you produce documentary evidence from other insurers regarding claim free years, the premium calculation takes into account the above table.

#### **Protected NCD**

If you select to protect your NCD this means that, even if you have up to two fault claims in a five year period, you can keep your full NCD for the following year. If you have more than two fault claims in any five year period your Protected NCD will be lost at the next renewal date. A fault claim is any claim where we cannot recover the full cost of that claim from a third party. You will pay an additional premium to protect your NCD.

NCD protection does not protect the overall price of your insurance policy. There may be other factors that affect the insurance premium and protecting your NCD does not guarantee the premium you will pay in the future. The price of your insurance policy may increase following an accident even if you were not at fault.

The tables below show:

- i) the average NCD awarded to our motor insurance policyholders last year according to the number of NCD years; and
- ii) what would happen to your NCD years if you were to make one or more claims in the next 12 months with and without this protection.

## For Your Information

Number of Years No Claims Discount	One	Two	Three	Four	Five
<b>No Claims Discount at Next Renewal Date <u>without</u> NCD Protection</b>					
1 claim in next 12 months	Nil Years	Nil Years	One Year	Two Years	Three Years
2 claims in next 12 months	Nil Years	Nil Years	Nil Years	Nil Years	One Year
3 claims in next 12 months	Nil Years	Nil Years	Nil Years	Nil Years	Nil Years
4 claims in next 12 months	Nil Years	Nil Years	Nil Years	Nil Years	Nil Years
<b>No Claims Discount at Next Renewal Date <u>with</u> NCD Protection</b>					
1 claim in any 5 year period	Protection is only available where the policyholder has five or more years discount				Five Years 70% Discount
2 claims in any 5 year period					Five Years 70% Discount
3 claims in any 5 year period					Three Years 55% Discount
4 claims in any 5 year period					One Year 35% Discount

- **For Commercial Vehicles only**

Entitlement to NCD is allocated by reference to the number of claim free years since the last claim. The Scale of Discounts from basic premiums is:

No of claim free years since last claim	Discount
Less than 1 year	0%
One year	10%
Two years	20%
Three years	30%
Four years	35%
Five years or more	40%

After each additional claim free year your entitlement will move one step up the scale. Claims for damage to the windscreen or windows only do not affect the discount.

Where a single claim occurs and there is not a full recovery made by Cornish Mutual, at the next renewal date the discount reduces by two steps down the scale.



## For Your Information

Where two claims affect the discount entitlement in one year of insurance, at the next renewal date the discount reduces by four steps down the scale. Where you produce documentary evidence from other insurers regarding claim free years, the premium calculation takes into account the above table.

### Protected NCD

If you select to protect your NCD this means that, even if you have up to two fault claims in a five year period, you can keep your full NCD for the following year. If you have more than two fault claims in any five year period your Protected NCD will be lost at the next renewal date.

A fault claim is a claim where we cannot recover the full cost of that claim from a third party. You will pay an additional premium to protect your NCD.

NCD protection does not protect the overall price of your insurance policy. There may be other factors that affect the insurance premium and protecting your NCD does not guarantee the premium you will pay in the future. The price of your insurance policy may increase following an accident even if you were not at fault.

The tables below show:

- i) the average NCD awarded to our motor insurance policyholders last year according to the number of NCD years; and
- ii) what would happen to your NCD years if you were to make one or more claims in the next 12 months with and without this protection.

Number of Years No Claims Discount	One	Two	Three	Four	Five or more
<b>No Claims Discount at Next Renewal Date <u>without</u> NCD Protection</b>					
1 claim in next 12 months	Nil Years	Nil Years	One Year	Two Years	Three Years
2 claims in next 12 months	Nil Years	Nil Years	Nil Years	Nil Years	One Year
3 claims in next 12 months	Nil Years	Nil Years	Nil Years	Nil Years	Nil Years
4 claims in next 12 months	Nil Years	Nil Years	Nil Years	Nil Years	Nil Years
<b>No Claims Discount at Next Renewal Date <u>with</u> NCD Protection</b>					
1 claim in any 5 year period	Protection is only available where the policyholder has four or more years discount				Five Years 40% Discount
2 claims in any 5 year period					Five Years 40% Discount
3 claims in any 5 year period					Three Years 30% Discount
4 claims in any 5 year period					One Year 10% Discount

## For Your Information

### Uninsured Driver Provision

If your vehicle is involved in an accident caused by an uninsured motorist in another motor vehicle, we will refund the cost of any **Excess** you have to pay under Section B of this policy and there will be no impact on your No Claims Discount, provided that:

- a) You provide us with the details of the other driver
- b) You advise us of the make, model and registration number of the other vehicle
- c) We can establish that you were not at fault in any way.

### Vehicle Sharing

We have undertaken that the receipt of contributions as part of a vehicle sharing arrangement for social or other non-commercial purposes in respect of the carriage of passengers will not be regarded as constituting the carriage of passengers for hire (or the use of the vehicle for hiring) provided that

- a) the vehicle is not constructed or adapted to carry more than 8 passengers (excluding the Driver)
- b) the passengers are not being carried in the course of a business of carrying passengers
- c) the total contributions received for the journey concerned do not involve an element of profit.

If you are in any doubt whether a car sharing arrangement is covered by the terms of your policy then please contact us.

### Consumer Legal Services

Register today at [www.araglegal.co.uk](http://www.araglegal.co.uk) and enter the voucher code AM77A9ADB22C to access law guides and download legal documents to help with consumer legal matters. You can access free will templates and letters relating to parking and speeding tickets, selling or buying a vehicle and motor vehicle complaints.

### Legal and Tax Advice

If you have a legal or tax problem we strongly recommend that you take advantage of our confidential legal and tax advice helpline which is provided as part of Section H of your Policy. The legal advice helpline is open 24/7 and tax advice is available between 9am and 5pm on weekdays (except bank holidays). The advice covers personal legal matters within UK, Isle of Man, Channel Islands and EU law or personal tax matters falling within UK law. Services are subject to fair and reasonable use. Your query will be dealt with by a qualified specialist experienced in handling legal and tax related matters. You can get advice by telephoning 01872 270 174. Use of this service does not constitute reporting of a claim.

### Counselling assistance

If you need confidential help and advice, qualified counsellors are available to provide telephone support on any matter that is causing you upset. Please call 01872 270 154.

## General Conditions

1. **Observance of Terms:** Anyone making a claim under this Policy must comply with its terms as far as they can apply.
2. **Change in Circumstances:** You must tell us immediately if:
  - a) you sell or change the **Insured Vehicle**;
  - b) you change the registration number of the **Insured Vehicle**;
  - c) you change your address or where you keep the **Insured Vehicle**;
  - d) you modify or alter the **Insured Vehicle** from standard UK specification;
  - e) you intend to move abroad permanently;
  - f) you or any named driver receive a non motoring conviction;
  - g) you or any named driver is banned from driving;
  - h) you or any named driver is told by the DVLA that they cannot continue to drive. You are reminded that the law requires you to inform the DVLA about any condition that may affect your ability to drive safely.

When you inform us of any change we may amend the premium or alter the terms of the policy immediately or at the next renewal. In some instances we may not be able to continue to provide cover and will cancel the policy.

3. **Duty to Take Care:** You must take all reasonable care to:
  - a) keep the **Insured Vehicle** in a roadworthy condition and in good working order;
  - b) reduce or remove the risk of damage, theft, loss or injury.
4. **Rights Of Third Parties:** A person who is not a party to this Policy has no right under the Contracts (Rights of Third Parties) Act 1999, or any other equivalent legislation, to enforce any term of this Policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
5. **Cancelling the policy:**

(a) Your right to cancel

There is a 14 day cooling off period from the date you receive your documents. If you decide to cancel the Policy during this time we will refund your premium provided no claims have been made. For a cancellation at any other stage during your Policy year please contact us and we will only charge you for the time on cover unless a claim has been made in which case we will keep the full premium.

b) Our right to cancel

We may cancel your Policy by sending at least seven days' notice in writing by recorded delivery to your last known address. We will only charge you for the time on cover unless a claim has been made in which case we will keep the full premium. Valid reasons for cancelling include but are not limited to:

- (i) non payment of premium, or any instalment of the premium;
- (ii) where we reasonably suspect fraud;
- (iii) where you fail to co-operate with us or give us information or documentation that we reasonably request;
- (iv) where you have not provided accurate and truthful responses to the questions we have asked when issuing, amending or renewing the Policy;
- (v) where you fail to comply with the Policy terms and conditions;
- (vi) where a change in your circumstances means we are unable to continue to provide cover.

## General Conditions

(vii) where you use threatening, abusive, intimidating or bullying behaviour towards our staff or suppliers.

**6. Misrepresentation:** It is your duty to take reasonable care not to make a misrepresentation to us if we ask you a question in connection with your insurance or we ask you to confirm or amend details. If the misrepresentation is deliberate or reckless we may:

- a) refuse all claims
- b) cancel the policy from the beginning and retain all premiums paid.

**7. Premium payment by instalments**

- a) if you agree to pay your premium by monthly direct debit or a similar arrangement you must pay any deposit we ask for and make sure your instalment payments are kept up to date;
- b) if you make a claim, we may deduct any outstanding amounts due to us before paying the claim.

## Claims Conditions

1. **Your duties:** When an incident occurs that may result in a claim you must:
  - a) tell us as soon as you become aware;
  - b) take all practicable steps to recover property lost and otherwise minimise the claim;
  - c) tell the police immediately if the damage is caused by thieves, malicious persons, vandals, or as a result of riot, civil commotion, strike or labour disturbance;
  - d) give us any information we require and continue to provide us with any information and assistance we require before or after we pay your claim under the Policy;
  - e) not make or allow to be made on your behalf any admission, offer, promise, payment or indemnity without our consent;
  - f) forward to us every letter, claim, writ, summons and process immediately upon receipt without acknowledgement and advise us as soon as you have any knowledge of any impending prosecution, inquest or inquiry in connection with that event.

No claim shall be payable unless these conditions have been complied with and in the event of non-compliance any payment on account of the claim already made by us shall be repaid.

2. **Conduct of Claim:** Anyone making a claim under this Policy must give us any help which we may reasonably ask for in connection with the claim.

We will be entitled to the full conduct and control of the defence or settlement of any claim from a third party and no admission of liability may be made without our written consent.

We may take, start, take over, defend and conduct any legal action in your name or that of any other person insured by your Policy.

We may prosecute in your name for our benefit any claim for payment or damages. We will have full discretion in the conduct and settlement of any such action.

3. **Fraudulent Claims:** If you make any claim which is fraudulent or false, no payment shall be made. We may, by giving notice to you, cancel the Policy with effect from the date of the fraudulent act.

4. **Right of Recovery:** If the law of any country in which we are providing cover requires us to settle a claim which, because of breach of any of the terms or conditions of this Policy, we would not otherwise have paid, we reserve the right to recover this amount from you or from the person who incurred the liability.

5. **Other Insurance:** We will not make any payment for any claim that results from an incident that is covered by any other insurance that you hold, in the event that any other policy that you hold with any other insurance company excludes payment under that policy where more than one insurance exists.

Where any other insurance policy that you hold provides an exclusion that each and every insurance company should pay their rateable proportion of any claim that is insured more than once, it is the intention of this clause that we will pay the appropriate rateable proportion.

6. **VAT:** We will not pay the VAT element of any claim where you are able to recover VAT.

## General Exclusions

1. **Driving and Use:** This Policy does not insure any damage, loss, injury or liability where to your knowledge, or that of any other person claiming under this Policy, the **Insured Vehicle** is
  - a) being driven by or in the care of anyone who is not allowed to drive by your current Certificate of Motor Insurance, or
  - b) being used outside the Limitations as to Use in your current Certificate of Motor Insurance except that
    - i) the provision regarding a licence to drive will not operate when a licence is not required by law;
    - ii) any cover under Section B will operate whilst the **Insured Vehicle** is in the care of
      - a member of the motor trade for maintenance or repair; or
      - a hotel, restaurant or commercial undertaking for parking.
2. **Geographical Limits:** This Policy does not insure any damage, loss, injury or liability arising outside Great Britain, Northern Ireland, the Isle of Man and the Channel Islands, except as set out in
  - a) Section A: Third Party Liability, under the heading “Compulsory Motor Insurance Laws”
  - b) Section I: Geographical Limits and Foreign Travel, but only if shown as operative in the Schedule
  - c) Section H: Legal Expenses, but only if shown as operative in the Schedule
  - d) Section J(ii): EU Motor Breakdown Solutions, but only if shown as operative in the Schedule.
3. **Deliberate Acts:** This Policy does not insure any loss of or damage to any property or any liability caused deliberately by you.
4. **Contractual Liability:** This Policy does not insure any liability which arises only because of an agreement.
5. **War Risks:** This Policy does not insure any consequences of
  - a) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil commotion assuming proportions of or amounting to a popular rising, civil war, military rising, mutiny, rebellion, coup, revolution, insurrection, military or usurped power or martial law;
  - b) confiscation, destruction or requisition by order of the government or any public authority; except as is required by any applicable road traffic legislation.
6. **Radioactive contamination, chemical, biological, bio-chemical and electromagnetic weapons:** This Policy does not insure the following:
  - a) damage to any property or any resulting loss, expense or consequential loss, or
  - b) any legal liabilitydirectly or indirectly caused by or contributed to by:
  - i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
  - ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
  - iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
  - iv) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but the exclusion in this sub-clause does not extend to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other similar peaceful purposes;
  - v) any chemical, biological, bio-chemical or electromagnetic weapon.



## General Exclusions

7. **Tool of Trade Risk:** This Policy does not insure any legal liability arising from the operation as a tool
- of the **Insured Vehicle**, or
  - of plant forming part of the **Insured Vehicle** or attached thereto, except as is required by any applicable road traffic legislation.
8. **Airside or Military Installation Use:** This Policy does not insure any damage, loss, injury or liability directly caused by or contributed to by or arising from the **Insured Vehicle** while in or on that part of any aerodrome, airfield, airport or military installation provided for
- the take-off and landing of aircraft and aerial devices or the movement of aircraft and aerial devices on the ground, or
  - aircraft parking including any associated service roads, refuelling areas, ground equipment parking areas, aprons, maintenance areas and hangars except as is required by any applicable road traffic legislation.
9. **Sonic Bangs:** This Policy does not insure damage occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
10. **Terrorism:** Section A of this Policy does not insure injury to any person or loss of or damage to property directly or indirectly caused by, arising or resulting from or in connection with
- any Act of Terrorism
  - any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism
- except as is required by any applicable road traffic legislation.
- For the purpose of this exclusion an Act of Terrorism means any act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.
11. **Hazardous Goods:** This Policy does not insure any damage, loss, injury or liability arising from the use of any vehicle the principle use of which is
- transportation of high explosives, such as nitro glycerine, dynamite and/or any other similar explosive
  - bulk transportation of any flammable liquid (use of a tank truck for the transportation of fuel oil for your own use is not excluded)
  - transportation of chemicals or gases in liquid, compressed and/or gaseous forms.
12. **Cyber Acts:** This Policy does not insure any damage, loss, injury, liability, claim, cost, or expense of whatsoever in nature arising directly or indirectly, wholly or in part, from any **Cyber Act** except to the extent that we must provide cover under the Road Traffic Acts.
13. **Data:** This Policy does not insure any damage, loss, injury, cost, liability, claim, or expense of whatsoever nature directly caused by, resulting from, or arising out of any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such **Data**.

## Section A: Third Party Liability

What is covered	What is not covered
<p>1. We will pay amounts that:</p> <ul style="list-style-type: none"> <li>i) you</li> <li>ii) anyone driving with your permission who is allowed to do so by your current Certificate of Motor Insurance</li> <li>iii) anyone (other than the driver) using the <b>Insured Vehicle</b> with your permission for social, domestic or pleasure purposes</li> <li>iv) any passenger</li> <li>v) the employer of anyone covered under this Section</li> </ul> <p>become(s) legally liable to pay as compensation for death, injury or damage to property arising from any accident involving the <b>Insured Vehicle</b> (or any trailer attached to it).</p> <p>2. We will pay legal costs and professional fees and expenses incurred with our consent including the cost of:</p> <ul style="list-style-type: none"> <li>i) representation at any Coroner's Court, Fatal Accident Inquiry or Court of Summary Jurisdiction</li> <li>ii) defending proceedings arising from any death in respect of any event which may be covered under this Section.</li> </ul> <p>3. We will pay for emergency treatment as required by any applicable road traffic legislation.</p>	<p><b>This Section does not insure legal liability for:</b></p> <ul style="list-style-type: none"> <li>a) death of or injury to an employee arising out of and in the course of employment by anyone covered under this Section except as necessary to comply with any applicable road traffic legislation.</li> <li>b) Loss of or damage to the <b>Insured Vehicle</b> or any property owned by or in the care of anyone covered under this Section.</li> <li>c) <b>Commercial Vehicles only</b> <ul style="list-style-type: none"> <li>• Damage to property exceeding £5,000,000 in respect of any one claim or a number of claims arising from one accident.</li> <li>• Legal costs and professional fees and expenses arising from damage to property exceeding £2,000,000 in respect of any one claim or a number of claims arising from one accident.</li> </ul> <p>If payments to more than one person are involved the insurance will apply to the aggregate amount and in priority to you.</p> </li> <li>d) <b>Motor Cars only</b> <ul style="list-style-type: none"> <li>• Damage to property exceeding £20,000,000 in respect of any one claim or a number of claims arising from one accident.</li> <li>• Legal costs and professional fees and expenses arising from damage to property exceeding £5,000,000 in respect of any one claim or a number of claims arising from one accident.</li> </ul> <p>If payments to more than one person are involved the insurance will apply to the aggregate amount and in priority to you.</p> </li> </ul>

## Section A: Third Party Liability

What is covered	What is not covered
<p><b>Driving Other Motor Cars Extension</b></p> <p>If item 5 on your certificate of motor insurance specifically provides cover for you to drive other motor cars then this Section will operate whilst you are personally driving such other vehicle provided that:</p> <ul style="list-style-type: none"> <li>i) you do not own or have not hired the vehicle under a hire purchase or lease hire agreement</li> <li>ii) you have the owner's permission to drive the vehicle</li> <li>iii) the vehicle is being driven in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man</li> <li>iv) you are 25 years of age or over</li> <li>v) the vehicle is being used within the limitations of use shown in your current certificate of motor insurance</li> <li>vi) there is no other insurance which covers you.</li> </ul> <p><b>Compulsory Motor Insurance Laws</b></p> <p>We will provide the compulsory minimum insurance for motor vehicles required in any country which is a member of the European Community or which has satisfied the Commission of the European Community that its arrangements meet the requirements of Article 8 of E.C. Directive 2009/103/EC, or the requirements of any subsequent Directive.</p> <p>If the law of any country obliges us to make a payment for which, because of breach of any of the terms or conditions of this Policy, we would not otherwise have been liable we will require you to refund the amount paid.</p>	

## Section B: Insured Vehicle – Loss or Damage

This Section of the Policy is operative only if stated in the Schedule

What is covered	What is not covered
<p>We will pay for loss of or damage to the <b>Insured Vehicle</b> (and/or its <b>Accessories</b>) by, at our option, either paying the cost of repair or making a payment in settlement of not more than the <b>Market Value</b> or <b>Declared Value</b> whichever is less.</p> <p>For the purpose of any claim settlement repair as near as is reasonably practicable will be sufficient even though the former appearance or condition of the <b>Insured Vehicle</b> (and/or its <b>Accessories</b>) may not be precisely restored.</p> <p>If the <b>Insured Vehicle</b> is the subject of a hire purchase or leasing agreement any payment in settlement will be paid to the legal owner unless the amount of the settlement exceeds the amount you owe under such hire purchase or leasing agreement in which case the remaining balance will be paid to you.</p> <p>We will also pay the reasonable cost of removing the <b>Insured Vehicle</b> to the nearest repairer and returning it after repair to your address as noted in our records.</p> <p>If the <b>Insured Vehicle</b> is subject to <b>Misfuelling</b>, we will pay the cost of draining and flushing the fuel tank.</p> <p><b>New Vehicle Replacement - Only applicable to motor cars and commercial vehicles with a Gross Vehicle Weight of 3.5 tonnes or less.</b></p> <p>We will replace the <b>Insured Vehicle</b> with a new vehicle of the same make and model subject to reasonable availability in the United Kingdom if within one year of the date of registration in the United Kingdom as new the <b>Insured Vehicle</b> is damaged to an extent that repairs would exceed 50% of its list price (including taxes) at the time of damage.</p> <p>The damaged vehicle will then become our property.</p>	<p><b>This Section does not insure</b></p> <ul style="list-style-type: none"> <li>a) the sum of all <b>Excesses</b> shown in the Schedule unless the only damage is to the windscreen or windows, in which case: <ul style="list-style-type: none"> <li>(i) if the windscreen or windows are repaired and not replaced then no <b>Excess</b> will apply.</li> <li>(ii) if the windscreen or window is replaced and any resultant scratched bodywork repaired then only the Standard <b>Excess</b> shown in the schedule will apply.</li> </ul> </li> <li>b) the VAT element of any claim where you are able to recover VAT from HM Revenue and Customs.</li> <li>c) loss of use, depreciation (including diminution in value as a consequence of repair) and wear and tear.</li> <li>d) mechanical, electrical or computer failure, breakdown or breakage.</li> <li>e) damage to tyres by punctures, cuts or bursts.</li> <li>f) loss or damage resulting from riot or civil commotion occurring in Northern Ireland or any country which is not a member of the European Union.</li> </ul>

## Section C: Insured Vehicle – Fire or Theft

This Section of the Policy is operative only if stated in the Schedule

What is covered	What is not covered
<p>We will pay for loss of or damage to the <b>Insured Vehicle</b> (and/or its <b>Accessories</b>) resulting from:</p> <ul style="list-style-type: none"> <li>i) fire, explosion or lightning or</li> <li>ii) theft (to include taking without lawful authority) or attempted theft</li> </ul> <p>by, at our option, either paying the cost of repair or making a payment in settlement of not more than the <b>Market Value</b> or <b>Declared Value</b> whichever is less.</p> <p>For the purpose of any claim settlement repair as near as is reasonably practicable will be sufficient even though the former appearance or condition of the <b>Insured Vehicle</b> (and/or its <b>Accessories</b>) may not be precisely restored.</p> <p>If the <b>Insured Vehicle</b> is the subject of a hire purchase or leasing agreement any payment in settlement will be paid to the legal owner unless the amount of the settlement exceeds the amount you owe under such hire purchase or leasing agreement in which case the remaining balance will be paid to you.</p> <p>We will also pay the reasonable cost of removing the <b>Insured Vehicle</b> to the nearest repairer and returning it after repair to your address as noted on our records.</p> <p><b>Replacement of Locks</b></p> <p>If the keys or lock transmitter of the <b>Insured Vehicle</b> are stolen, we will pay up to £500 per event for the cost of replacing the:</p> <ul style="list-style-type: none"> <li>i) door locks</li> <li>ii) ignition/steering lock</li> <li>iii) lock transmitter and central locking interface.</li> </ul>	<p><b>This Section does not insure</b></p> <ul style="list-style-type: none"> <li>a) the sum of all <b>Excesses</b> shown in the Schedule.</li> <li>b) the VAT element of any claim where you are able to recover VAT from HM Revenue and Customs.</li> <li>c) loss of use, depreciation (including diminution in value as a consequence of repair) and wear and tear.</li> <li>d) mechanical or electrical failure.</li> <li>e) loss or damage resulting from riot or civil commotion occurring in Northern Ireland or any country which is not a member of the European Union.</li> <li>f) Loss or damage arising from theft or attempted theft whilst the ignition keys of the <b>Insured Vehicle</b> have been left in or on such vehicle.</li> </ul>

## Section C: Insured Vehicle – Fire or Theft

What is covered	What is not covered
<p><b>New Vehicle Replacement</b> <b>Only applicable to motor cars and commercial vehicles with a Gross Vehicle Weight of 3.5 tonnes or less.</b></p> <p>We will replace the <b>Insured Vehicle</b> with a new vehicle of the same make and model subject to reasonable availability in the United Kingdom if within one year of the date of registration in the United Kingdom as new the <b>Insured Vehicle</b> is:</p> <ul style="list-style-type: none"><li>i) stolen and not recovered within twenty-eight days of the loss being reported to us</li><li>or</li><li>ii) damaged by fire, explosion, lightning or theft to an extent that repairs would exceed 50% of its list price (including taxes) at the time of damage.</li></ul> <p>The damaged vehicle will then become our property.</p>	



## Section D: Personal Accident Benefits

**This Section of the Policy is operative only if stated in the Schedule**

If this Policy is in the name of an individual and you or your spouse suffer accidental bodily injury in connection with the **Insured Vehicle** we will pay to the insured person £5,000 if within 12 months that injury alone causes:

- i) death or
- ii) complete and permanent loss of the sight of an eye or
- iii) complete and permanent loss of the use of a hand or foot or
- iv) permanent total disablement from attending to any business or occupation.

We will not pay more than £5,000 for injury to any one person and we will not pay for injury to any one person under more than one motor insurance policy.

## Section E: Personal Effects

**This Section of the Policy is operative only if stated in the Schedule**

We will pay up to a total of £250 for personal effects (other than money) lost or damaged whilst in or on the **Insured Vehicle**.

## Section F: Medical Expenses

**This Section of the Policy is operative only if stated in the Schedule**

We will pay up to £250 for medical expenses incurred by each person who is accidentally injured whilst in the **Insured Vehicle**.

## Section G: Trailers

**This Section of the Policy is operative only if stated in the Schedule**

In Section B or C, where operative, the term **Insured Vehicle** includes a **Trailer** (but not a caravan trailer, trailer tent, catering trailer, exhibition trailer or item of plant or machinery) with a **Market Value** not exceeding £5,000, when attached to the **Insured Vehicle**.

No cover is given for any **Trailer** with a **Market Value** greater than £5,000 unless details of such **Trailer** have been notified to us, its acceptance for cover under the policy has been confirmed by us and you have paid any additional premium required by us.

## Section H: Legal Expenses

### This Section of the Policy is operative only if stated in the Schedule

This Section is administered by ARAG plc under a coverholder agreement with the **Insurer** SCOR UK Company Limited (“SCOR”).

SCOR is registered in England and Wales number 01334736. Registered address: 10 Lime Street, London, EC3M 7AA. SCOR is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority firm registration number 202333. This can be checked by visiting the FCA website at <https://register.fca.org.uk/>

ARAG plc is registered in England number 02585818. Registered address: 9 Whiteladies Road, Clifton, Bristol BS8 1NN. ARAG plc is authorised and regulated by the Financial Conduct Authority firm registration number 452369.

### Definition of Terms – Applicable to Section H: Legal Expenses

**Appointed Advisor:** means the solicitor or other advisor appointed by **Us** to act on **Your** behalf.

**Collective Conditional Fee Agreement:** means a legally enforceable agreement entered into on a common basis between the **Appointed Advisor** and **Us** to pay his or her professional fees on the basis of 100% “no-win no-fee”.

**Conditional Fee Agreement:** means a legally enforceable agreement entered into between **You** and the **Appointed Advisor** for paying their professional fees on the basis of 100% “no-win no-fee”.

**Geographical Limit:** means the United Kingdom, Channel Islands, Isle of Man, Norway, Switzerland and any member country of the European Union.

**Insured Vehicle:** means the vehicle specified in **Your** Certificate of Motor Insurance and any trailer attached to it.

**Insurer:** means SCOR UK Company Limited.

**Legal Costs and Expenses:** means

- a) reasonable legal costs, fees and disbursements reasonably and proportionately incurred by the **Appointed Advisor** on the Standard Basis, and agreed in advance by **Us** or Fixed Recoverable Costs. The term “Standard Basis” can be found within the Court’s Civil Procedure Rules Part 44;
- b) other side’s costs and disbursements where the **You** have been ordered to pay them or pay them with **Our** agreement.

**Reasonable Prospects Of Success:** means that it is always more likely than not that

- a) **Your** claim or appeal will be successful, and
- b) any judgment being sought by **You** will be enforced.

Where it has been determined that **Reasonable Prospects Of Success** do not exist, **You** shall be liable to pay any legal costs incurred should **You** pursue or defend **Your** claim irrespective of the outcome.

**We, Us, Our:** means ARAG plc who is authorised under a coverholder agreement on behalf of the **Insurer**.

**You, Your:** means

- a) the person(s) named in the Certificate of Motor Insurance for this Policy.
- b) where **Your Insured Vehicle** has been damaged following an event which is the fault of another party, any driver or passenger in or on **Your Insured Vehicle**.

## Section H: Legal Expenses

### Cover – Applicable to Section H: Legal Expenses

What is covered	What is not covered
<p>The <b>Insurer</b> will indemnify <b>You</b> if an event which is another party's fault:</p> <ol style="list-style-type: none"> <li>1. damages the <b>Insured Vehicle</b> and/or personal property in or on it, and/or</li> <li>2. injures or kills <b>You</b> whilst in or on an <b>Insured Vehicle</b>.</li> </ol> <p>The <b>Insurer</b> will pay <b>Your Legal Costs And Expenses</b> including the cost of appeals and vehicle hire costs up to a total of £100,000 for all claims arising from or relating to the same originating cause subject to all of the following requirements being met:</p> <ol style="list-style-type: none"> <li>1. the accident happens in the <b>Geographical Limit</b>; and</li> <li>2. the claim             <ol style="list-style-type: none"> <li>a) always has <b>Reasonable Prospects Of Success</b>; and</li> <li>b) is reported to <b>Us</b> <ol style="list-style-type: none"> <li>i) during the Period of Insurance</li> <li>ii) as soon as possible after the accident; and</li> </ol> </li> </ol> </li> <li>3. unless there is a conflict of interest, <b>You</b> always agree to use the <b>Appointed Advisor</b> chosen by <b>Us</b> before proceedings have been or need to be issued; and</li> <li>4. the claim falls under the jurisdiction of a court or the Motor Insurers' Bureau and in the <b>Geographical Limit</b>; and</li> <li>5. <b>You</b> enter into a <b>Conditional Fee Agreement</b> (unless the <b>Appointed Advisor</b> has entered into a <b>Collective Conditional Fee Agreement</b> with <b>Us</b>) where legally permitted.</li> </ol> <p>This Section of the Policy will pay any otherwise covered claim involving the use of or inability to use a computer, including devices such as smart phones, tablets and wearable technology. This cover is subject to all other policy terms.</p>	<p><b>This Section does not insure</b></p> <ol style="list-style-type: none"> <li>a) <b>Legal Costs And Expenses</b> incurred before <b>We</b> accept a claim or without <b>Our</b> written agreement</li> <li>b) the defence of any claim other than appeals against <b>You</b> (but see Section A of this Policy)</li> <li>c) an accident that happens before the start of this Section</li> <li>d) fines, penalties or compensation awarded against <b>You</b></li> <li>e) a group litigation order</li> <li>f) a contract</li> <li>g) a dispute where providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.</li> </ol>

## Section H: Legal Expenses

What is covered	What is not covered
<p>Vehicle hire costs apply for one continuous period following a road traffic collision between the <b>Insured Vehicle</b> and another vehicle occurring in England and Wales, the mainland of Scotland and Northern Ireland provided that:</p> <ol style="list-style-type: none"> <li>the <b>Insured Vehicle</b> cannot be driven safely or without risking a motor offence;</li> <li>the accident was entirely the other person's fault;</li> <li>the other person can be identified and has in place a valid Certificate of Motor Insurance;</li> <li><b>We</b> make the arrangements to provide a replacement vehicle for <b>You</b>.</li> </ol>	

### Conditions – Applicable To Section H: Legal Expenses

Where the **Insurer's** risk is affected by **Your** failure to keep to any conditions of this Section, the **Insurer** may cancel this Section of **Your** Policy, refuse a claim or withdraw from an ongoing claim. The **Insurer** also reserves the right to claim back **Legal Costs And Expenses** from **You** if this happens.

#### 1. Your Responsibilities

**You** must:

- tell **Us** immediately of anything that may make it more costly or difficult for the **Appointed Advisor** to claim back losses.
- Cooperate fully with **Us**, give the **Appointed Advisor** any instructions **We** require, keep them updated with progress of the claim and not hinder them.
- Take reasonable steps to claim back **Legal Costs And Expenses** and vehicle hire costs and, where recovered, pay them to the **Insurer**.
- Keep **Legal Costs And Expenses** and vehicle hire costs as low as possible.
- Allow the **Insurer** at any time to take over and conduct in **Your** name, any claim.

#### 2. Freedom to Choose an Appointed Advisor

- In certain circumstances as set out in 2. b) below, **You** may choose an **Appointed Advisor**. In all other cases no such right exists and **We** shall choose the **Appointed Advisor**.
- You** may choose an **Appointed Advisor** if:
  - We** agree to start proceedings or proceedings are issued against **You**, or
  - there is a conflict of interest.
- Where **You** wish to exercise **Your** right to choose, **You** must write to **Us** with **Your** preferred representative's contact details. Where **You** choose to use **Your** preferred representative the **Insurer** will not pay more than **We** agree to pay a solicitor from **Our**

## Section H: Legal Expenses

panel. (**Our** panel solicitor firms are chosen with care and **We** agree special terms with them including rates which may be lower than those available from other firms.)

- d) If **You** dismiss the **Appointed Advisor** without good reason, or withdraw from the claim without **Our** written agreement, or if the **Appointed Advisor** refuses to continue acting for **You** with good reason, the cover will end immediately.

### 3. Consent

- a) **You** must agree to **Us** having sight of the **Appointed Advisor's** file relating to **Your** claim. **You** are considered to have provided consent to **Us** or **Our** appointed agent to have sight of **Your** file for auditing and quality control purposes.
- b) Anyone claiming under this Policy must have the agreement of the person(s) named in the Certificate of Motor Insurance for this Policy.

### 4. Settlement

- a) The **Insurer** can settle the claim by paying the reasonable value of **Your** claim.
- b) **You** must not negotiate, settle the claim or agree to pay **Legal Costs And Expenses** without **Our** written agreement.
- c) If **You** refuse to settle the claim following advice to do so from the **Appointed Advisor** the **Insurer** may refuse to pay further **Legal Costs And Expenses** or vehicle hire costs.

### 5. Barrister's Opinion

**We** may require **You** to obtain and pay for an opinion from a barrister regarding the merits or value of the claim. If the opinion supports **You**, then the **Insurer** will reimburse the reasonable costs of that opinion. If that opinion conflicts with advice obtained by **Us**, then the **Insurer** will pay for a final opinion which shall be binding on **You** and **Us**. This does not affect **Your** right under Condition 6 below.

### 6. Disputes

If any dispute between **You** and **Us** arises from this Section of **Your** Policy, **You** can make a complaint to **Us** as described in the "Complaints Procedure" Section and **We** will try to resolve the matter. If **We** are unable to satisfy **Your** concerns **You** can ask the Financial Ombudsman Service to arbitrate over the complaint.

### 7. Fraudulent Claims and claims tainted by dishonesty

- a) If **You** make any claim which is fraudulent or false, this Section of **Your** Policy may become void and all benefit under it may be lost.
- b) **You** shall at all times be entirely truthful and open in any evidence, disclosure or statement **You** give and shall act with complete honesty and integrity at all times. Where, on the balance of probabilities and having considered carefully all the facts of the claim, it appears that **You** have breached this condition and that the breach has:
  - i) affected **Our** assessment of **Reasonable Prospects Of Success**, and/or
  - ii) prejudiced in any part the outcome of **Your** claimthe **Insurer** shall have no liability for **Legal Costs And Expenses** under this policy irrespective of whether the breach has or is likely to have made a difference to the outcome of any part of **Your** claim.

### 8. Acts of Parliament

All Acts of Parliament referred to within this Section shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and any subsequent amendment or replacement legislation. This policy will be governed by English law.

## Section H: Legal Expenses

### Making a claim – Applicable To Section H: Legal Expenses

**We** record and monitor calls for training purposes, to improve the quality of **Our** service, to help **Us** deal with queries or complaints from **You** and to prevent and detect fraud and financial crime.

Should **You** need to make a claim under Section H: Legal Expenses of **Your** policy; under no circumstances should **You** instruct **Your** own lawyer as **We** will not pay any costs incurred without **Our** agreement. **You** should contact **Us** on 01872 272 160, lines are open 24 hours, 365 days per year for motor legal expenses reporting. **We** will require details of the accident and names and addresses of all parties involved including any witnesses.

If the advisor believes the accident is not **Your** fault, **We** will arrange for a legal expert to contact **You** who will help claim back **Your** losses and obtain compensation for any injuries and/or for **You** to be contacted to assess **Your** need and suitability for a replacement vehicle. Ensure no contact is made with anyone else regarding claiming back **Your** losses or compensation for personal injury.



## Section I: Geographical Limits and Foreign Travel

This Section of the Policy applies to Motor Cars and is operative only if stated in the Schedule

### Geographical Limits

The insurance provided by this Policy applies in respect of events occurring in:

- a) any member country of the European Union
- b) any other country which has satisfied the Commission of the European Community that its arrangements meet the requirements of Article 8 of E.C. Directive 2009/103/EC, or the requirements of any subsequent Directive.
- c) any other country in respect of which we agree to provide cover following a request by you but only for the period advised and for which a charge may be made and in the course of travel by any recognised route between or within such countries.

**Note:** your certificate of motor insurance lists the countries which comply with (b).

### Extensions to Section I

#### Customs Duty

We will insure you against any enforced payment of customs duty on the **Insured Vehicle** in any country to which this Policy applies or any other country for which we have agreed to provide cover provided that the liability for such payment arises as a direct result of any loss or damage insured by this Policy.

#### Bail Bond

If, as a direct result of an accident in Spain which is or may become the subject of a claim under this Policy, you or the person driving the **Insured Vehicle** with your authority at the time of the accident is detained or the **Insured Vehicle** is impounded by the authorities and a guarantee or monetary deposit is required for their release, we will provide such guarantee or deposit not exceeding £1,000 in all.

Immediately the guarantee is released or the deposit becomes recoverable, you or the driver must comply with all the necessary formalities and give us all such information and assistance as we may require to obtain the cancellation of the guarantee or the return of the deposit.

If the guarantee or deposit is completely or in part forfeited, or taken for the payment of fines or costs in or as a result of any penal proceedings against you or the person driving, you must repay such amount to us immediately.

## Section J: Motor Breakdown Solutions

This Section of the Policy is operative only if stated in the Schedule

**Section J(i) relates to UK Motor Breakdown Solutions**

**Section J(ii) relates to additional EU Motor Breakdown Solutions**

If cover is selected, the Schedule will show which Sections are included.

**If your vehicle breaks down call this number 01872 272178.**

Please read this carefully to familiarise yourself with **Our** terms and conditions, and how to call for help if **You** have a motor **Breakdown**. This Section contains full terms, conditions and exclusions of the insurance contract between **You** and the **Insurer**.

If **You** are unsure about anything in this document please contact Cornish Mutual member services on 01872 277151.

This section is administered by ARAG plc under a coverholder agreement with the **Insurer** SCOR UK Company Limited (“SCOR”).

SCOR is registered in England and Wales number 01334736. Registered address: 10 Lime Street, London, EC3M 7AA. SCOR is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority firm registration number 202333. This can be checked by visiting the FCA website at <https://register.fca.org.uk/>

ARAG plc is registered in England number 02585818. Registered address: 9 Whiteladies Road, Clifton, Bristol BS8 1NN. ARAG plc is authorised and regulated by the Financial Conduct Authority firm registration number 452369.

### About Call Assist Limited

Call Assist Limited are specialists in providing vehicle breakdown assistance throughout the UK and Europe and are ARAG’s partner of choice, promising **You** an excellent rescue service if **You** break down. Call Assist will reach **You** quickly by working with a network of recovery agents. Call Assist Limited’s registered company number is 3668383 and their registered office is at Axis Court, North Station Road, Colchester, Essex, CO1 1UX.

Call Assist Limited is authorised and regulated by the Financial Conduct Authority. Registered company number is 3668383 and their registered office is at Axis Court, North Station Road, Colchester, Essex, CO1 1UX.

FCA registration can be checked by visiting the FCA website at [www.fca.org.uk/register](http://www.fca.org.uk/register)

### Definitions – Applicable to Sections J(i) and J(ii)

Each time any of the following words or phrases appear in **bold type** they will take the meaning shown below.

Where words or phrases are not highlighted in this manner the everyday meaning will apply.

**Breakdown:** means

- a) An electrical or mechanical failure, flat battery or puncture or
- b) misfuel or lack of fuel/charge or
- c) damage caused by a collision or act of vandalism (if **Your** motor insurance policy will not cover **You** for assistance)

which immediately renders the **Vehicle** immobilised or unsafe to drive.

## Section J: Motor Breakdown Solutions

**Call Assist:** means Call Assist limited, the service provider under this Section.

**Geographical Limits:** means the United Kingdom of Great Britain and Northern Ireland, the Channel Islands and Isle of Man.

**Horse or Livestock Trailer:** means a trailer being towed by the **Vehicle** at the time of the **Breakdown** which is designed and manufactured specifically for the transportation of horses or livestock, providing the gross weight of the trailer including any horses or livestock does not exceed 3.5 tonnes.

**Insurer:** means SCOR UK Company Limited.

**Recovery Operator:** means the independent technician **Call Assist** appoints to attend **Your Breakdown**.

**Suitable Garage:** means any appropriately qualified mechanic or garage which is suitable for the type of repair required and who can confirm in writing the remedial work undertaken.

**Vehicle:** means the vehicle specified in **Your** Certificate of Motor Insurance weighing up to a gross vehicle weight of 3,500 kg (3.5 tonnes) which is no more than

- 5.18 metres (17 feet) long
- 1.905 metres (6 feet 3 inches) wide
- 2.44 metres (8 feet) high

including an attached caravan/trailer which is fitted with a standard towing hitch and does not exceed 7 metres (23 feet) in length.

**We, Us, Our:** means ARAG plc who is authorised under a coverholder agreement on behalf of the **Insurer**.

**You, Your:** means the person named in the Certificate of Motor Insurance for this Policy and anyone legally driving the **Vehicle** with their consent.

## Section J(i): UK Motor Breakdown Solutions

### Cover

#### 1. Roadside Assistance & Recovery

**Call Assist** will send help to the scene of **Your Vehicle Breakdown** and the **Insurer** will pay for call out fees and mileage charges needed to make a repair at the roadside or recover the **Vehicle**; provided that **Your Vehicle Breakdown** is at least one mile away from **Your** home. If, in the opinion of **Call Assist's Recovery Operator**, it is not possible to repair the **Vehicle** at the roadside within one hour:

- a) **Call Assist** will arrange for **Your Vehicle**, **You** and up to 6 passengers to be recovered to the nearest **Suitable Garage** able to undertake the repair, or
- b) If the above is not possible at the time or the nearest **Suitable Garage** cannot accept the **Vehicle** the same day, **Call Assist** will arrange for **Your Vehicle**, **You** and up to 6 passengers to be transported to **Your** home or if **You** would prefer and it is closer, **Your** original destination within the **Geographical Limits**.
- c) **Redelivery benefit**  
**Call Assist** will then arrange with **You** to collect the **Vehicle** and take it to the nearest

## Section J(i): UK Motor Breakdown Solutions

**Suitable Garage** when they are able to accept the **Vehicle**.

Alternatively, if **You** would prefer to leave the **Vehicle** unattended at a **Suitable Garage** which is closed, the **Insurer** will reimburse **Your** taxi fares for a journey of up to 10 miles from the **Suitable Garage** to **Your** home address. The **Insurer** will only reimburse claims when **We** are in receipt of a valid invoice or receipt.

The **Insurer** will pay the reasonable cost of assistance provided that the recovery is arranged at the same time as the initial callout otherwise **You** will have to pay for subsequent callout charges.

If **Your Vehicle** requires recovery, **You** must immediately inform **Call Assist** of the address **You** would like the **Vehicle** taken to. Once the **Vehicle** has been delivered to that address, the **Vehicle** will be left at **Your** own risk.

### 2. Alternative Travel

If **Your Vehicle** cannot be recovered and or repaired locally within the same working day or a period agreed between **You** and **Call Assist** and or is at least 20 miles away from **Your** home or if **Your Vehicle** is stolen the **Insurer** will pay

- a) up to £150 towards the cost of alternative transport or
- b) if **Your Vehicle** is being repaired at least 20 miles away from **Your** home - a single standard rail ticket for one person to return and collect the **Vehicle**.

Alternatively, and at **Your** request, the **Insurer** will pay towards a hire car at group 1 rate for up to three days whilst **Your Vehicle** is being repaired by a **Suitable Garage**; irrespective of where the **Breakdown** occurred within the **Geographical Limits**) up to £150.

### 3. Emergency Overnight Accommodation

If the scene of **Your Vehicle Breakdown** is more than 20 miles from **Your** home and **Your Vehicle** can be repaired the following day, where **Call Assist** decide the best way of assisting **You** is to provide overnight accommodation the **Insurer** will pay up to £150.00 for a lone traveller or £75.00 per person for one night for **You** and up to 6 passengers. The most the **Insurer** will pay for one **Breakdown** is £525.

### 4. Message Service

At **Your** request **Call Assist** can pass on two messages to **Your** home or place of work to let others know of **Your Vehicle Breakdown**.

### 5. Home Assist

**Your Vehicle** will be covered at **Your** home address or within a one mile radius of **Your** home address. If **Your Vehicle** cannot be repaired at **Your** home, **Call Assist** will arrange for **You** and **Your Vehicle** to be recovered to the nearest **Suitable Garage**. The recovery must take place at the same time as the initial call out.

### 6. Keys

If **You** lock **Your Vehicle** keys within **Your Vehicle** and are unable to obtain a spare set the **Insurer** will pay the call out fee for a **Recovery Operator** who will attempt to retrieve the key where this is possible without causing damage to **Your Vehicle**. If the **Recovery Operator** is unable to retrieve **Your** key or if **You** have lost or broken **Your** key and are unable to obtain a spare it is often possible to provide a replacement key at the scene. **You** will have to

## Section J(i): UK Motor Breakdown Solutions

pay for the replacement key. If it is not possible to retrieve a locked-in key or to supply a replacement key at the scene and if **You** are away from home the **Insurer** will pay the mileage charges to a place where **Your Vehicle** can be stored securely, or **Your** home if it is nearer. All other costs including any specialist equipment needed to move **Your Vehicle** will be at **Your** expense.

### 7. Assistance provided to Horse or Livestock Trailers

If **Your Vehicle** suffers a **Breakdown** within the Period of Insurance and the **Geographical Limits** whilst towing a **Horse or Livestock Trailer**, **We** will pay up to £500 for the cost of transporting the **Horse or Livestock Trailer** with the **Vehicle** to the registered address or **Your** onward destination if preferred.

In the event of a **Breakdown** to the **Horse or Livestock Trailer** itself, **We** will:

- a) Arrange and pay for a **Recovery Operator** to spend up to one hour at the scene to attempt to repair the **Horse or Livestock Trailer**; or
- b) If a repair will not be achievable in **Our** opinion, **We** will pay up to £500 for the cost of transporting the **Horse or Livestock Trailer** to the registered address or **Your** onward destination if preferred.

In the event the **Horse or Livestock Trailer** is transporting horses or livestock at the time of the **Breakdown**, **You** or a competent passenger within the **Vehicle** must oversee the welfare of the horses or livestock at all times and not discharge any responsibilities to cater for the welfare of the horses or livestock to the **Recovery Operator**.

**We** may be able to arrange for the transportation of the horse or livestock if **You** require.

Should **You** arrange **Your** own transportation service, prior authorisation must be obtained from **Our** Rescue Controllers and **You** must send **Us** copies of the receipts for reimbursement.

### Making a claim – Applicable to Section J(i)

**We** record and monitor calls for training purposes, to improve the quality of **Our** service, to help **Us** deal with queries or complaints from **You** and to prevent and detect fraud and financial crime.

If **Your Vehicle** breaks down call this number 01872 272178.

Please have the following information ready as it will be needed to check **Your** policy cover.

1. **Your** return telephone number
2. **Your Vehicle** registration
3. The precise location of **Your Vehicle** (or as accurate as **You** are able in the circumstances)
4. Tell **Call Assist** if **Your Vehicle** is fitted with alloy wheels.

**Call Assist** will take **Your** details and ask **You** to stay by the phone **You** are calling from. Once arrangements have been made to rescue **You** they will contact **You** to advise who will be coming out and how long they are expected to take.

Stay safe but remain with or near to **Your Vehicle** until help arrives. Once the **Recovery Operator** is with **you** please be guided by their safety advice.

If **You** have broken down on a motorway and have no means of contacting **Call Assist** or are unaware of **Your** location, **You** should use the nearest SOS box and advise the police of **Call Assist's** telephone number; they will contact **Call Assist** to arrange assistance. If the police are

## Section J(ii): EU Motor Breakdown Solutions

at the scene please advise them that **You** have contacted **Call Assist** or give them **Call Assist's** telephone number to make contact on **Your** behalf.

### Additional Definitions

#### Geographical Limits (For EU Motor Breakdown Solutions)

For trips of up to 90 days duration Motor Breakdown extends to Albania, Andorra, Austria, Balearics, Belarus, Belgium, Bosnia Herzegovina, Bulgaria, Canary Isles, Corsica, Croatia, Northern Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Morocco, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, San Marino, Sardinia, Serbia, Sicily, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Turkey (west of Bosphorus) and Vatican City.

**Vehicle** shall be subject to an age restriction of 10 years for **Vehicle Breakdown** occurring within the **Geographical Limits** but outside of the UK, Isle of Man and Channel Islands.

### Useful Information

Rescue services as described below are available for countries other than the UK, Isle of Man and Channel within the **Geographical Limits** for trips lasting up to 90 days per trip.

#### Vehicle and travel documents

**You** must ensure that **You** have **Your** V5c registration document and driver's licence with **You** as **You** will have to pay any costs incurred due to these documents not being immediately available. Regulations are different for **Vehicle Breakdown** outside of the UK and help may take longer to arrive. **Call Assist** will require proof of **Your** travel itinerary for outbound and return journeys in order to validate **Your** claim. When **Call Assist** have all the required information they will liaise with their European network. **You** must remain at the telephone number **You** called from to be kept updated.

#### European public holidays

If **You** have broken down in a European country during a Public Holiday, many services will be closed. In these circumstances **You** must allow **Call Assist** to assist **You** and make a repair to **Your Vehicle**. No liability is accepted under this Section for delays **You** experience in reaching **Your** destination.

#### Breaking down on the motorway in Europe

If **You** have broken down on a European motorway or major public road **Call Assist** is generally unable to assist **You** and **You** will often need to obtain help by using the SOS phones. The local services will tow **You** to a place of safety and **You** will be required to pay for the service immediately. **You** can then contact **Call Assist** for further assistance. The **Insurer** will pay up to £60.00 towards reimbursement of the costs provided that **You** send a claim form together with a valid invoice or receipt to **Call Assist**. Payment will be made in accordance with the currency exchange rate on the date of the claim.

## Section J(ii): EU Motor Breakdown Solutions

### Cover outside the UK, Isle of Man & Channel Islands

**Call Assist** will send help to the scene of **Your Vehicle Breakdown** and the **Insurer** will pay call out fees and mileage charges necessary to repair **Your Vehicle** at the roadside.

If in the opinion of **Call Assist's Recovery Operator**, it is not possible to repair **Your Vehicle** at the roadside, they will arrange for **Your Vehicle**, **You** and up to 6 passengers to be recovered to a **Suitable Garage** to undertake the repair.

If **Your Vehicle** cannot be repaired within 48 hours, or by **Your** intended departure date, whichever is the later, **Call Assist** will arrange for **Your Vehicle**, **You** and up to 6 passengers to be transported either to **Your** home or if **You** would prefer and it is closer, to **Your** original destination within the **Geographical Limits** (outside the United Kingdom of Great Britain and Northern Ireland, the Channel Islands and Isle of Man).

The **Insurer** will reimburse the cost of transporting luggage within the **Vehicle** at the time of the **Breakdown** back to **Your** home up to an allowance of £50 per person.

For the period of time between the **Breakdown** of **Your Vehicle** and **Your Vehicle** being repaired, or **Your** intended departure date, whichever is the later, the **Insurer** will pay up to a maximum of £750 for the costs of accommodation and alternative transport as agreed with **Call Assist's** Rescue Controller.

### Additional Exclusions

1. Repatriation if **Your Vehicle** can be repaired but **You** do not have adequate funds for the repair.
2. Repatriation to the UK within 48 hours of the **Vehicle Breakdown** regardless of ferry or tunnel bookings for the homebound journey or pre-arranged appointments **You** or **Your** passengers have in the UK.

### Making a claim – Applicable to Section J(ii)

**We** record and monitor calls for training purposes, to improve the quality of **Our** service, to help **Us** deal with queries or complaints from **You** and to prevent and detect fraud and financial crime.

If **Your Vehicle** breaks down call this number 00 44 1872 272178 (from outside of the UK).



## Section J(i) and J(ii)

### Claims Settlement Provisions – Applicable to Sections J(i) and J(ii)

If **Your Vehicle** suffers a **Breakdown** within the **Geographical Limits** and during the Period of Insurance, **Call Assist** will rescue **You** in accordance with the terms, conditions and exclusions of this Section and the **Insurer** will pay any costs incurred subject to any limits specified.

The assistance described in Section J(i) 2. Alternative Travel and 3. Emergency Overnight Accommodation and all of the assistance under J(ii) - EU Motor Breakdown Solutions will be offered on a pay/claim basis, which means that **You** must pay initially and **Call Assist** will send **You** a claim form to complete and return with **Your** receipts for reimbursement.

If **Your** claim is not covered under the terms of this Section, for example where **You** have more than six passengers, **Call Assist** can still help. All costs (including an administration fee) must be paid for immediately by credit or debit card. If **You** wish to use this service please call the number at the beginning of this Section and request the “pay on use service”.

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

### Exclusions – Applicable to Sections J(i) and J(ii)

This insurance does not cover the following:

1. the cost of
  - a) any parts, components or materials used to repair **Your Vehicle**
  - b) labour other than labour at the scene of **Your Vehicle Breakdown**
  - c) draining or removing contaminated fuel (but the cost of recovery of **Your Vehicle** is covered)
  - d) the use of winching or other specialist equipment
  - e) additional charges incurred as a result of any aftermarket modification to **Your Vehicle**
  - f) **Vehicle** storage, expenses or charges of any other company (including police recovery) not authorised by **Call Assist**, or where **You** arrange for recovery or repairs by other means
  - g) fuel, oil or insurance for a hire vehicle
  - h) ferry and toll charges outside of mainland Great Britain and Northern Ireland unless **You** are claiming under Section J(ii)
2. service if **You** already owe **Call Assist** money.
3. **Your** failure to comply with requests by **Call Assist** or their **Recovery Operators** concerning the assistance being provided.
4. subsequent call outs for any symptoms related to a claim which has been made within the last 28 days, unless **Your Vehicle** has been fully repaired at a **Suitable Garage**, declared fit to drive by **Call Assist’s Recovery Operator** or is in transit to a pre-booked appointment at a **Suitable Garage**.
5. **Breakdown** caused by failure to maintain **Your Vehicle** in a roadworthy condition including maintenance or proper levels of oil and water.
6. more than six call outs in the same period of insurance.
7. assistance where **Call Assist** cannot help because **Your Vehicle** does not carry a serviceable

## Section J(i) and J(ii)

spare wheel, aerosol repair kit, appropriate jack or, the locking mechanisms for the wheels are not immediately available to remove the wheels.

8. a request for service if **Your Vehicle** cannot be reached or is immobilised due to snow, mud, sand or flood or where **Your Vehicle** is not accessible or cannot be transported safely and legally using a standard transporter.
9. **Your Vehicle** being used for motor racing, rallies, rental, hire, public hire, private hire, courier services or any contest or speed trial or practice for any of these activities.
10. claims caused by overloading of **Your Vehicle** or carrying more passengers than it is designed to carry.
11. damage to **Your Vehicle** or its contents whilst being recovered, stored or repaired and any liability arising from any act performed in the execution of the assistance services provided.
12. assistance where **Your Vehicle** is not secure or has faults with electric windows, sun roofs or locks, unless the fault occurs during the course of a journey and **Your** safety is compromised.
13. assistance where **Your Vehicle** is deemed to be illegal, is untaxed, without a valid MoT certificate, uninsured, or dangerous to transport.
14. a request for assistance following any intentional or wilful damage caused by **You** to **Your Vehicle**.
15. a dispute where providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.
16. a **Breakdown** caused by a systems outage of **Your Vehicle's** manufacturer.

### Conditions – Applicable to Sections J(i) and J(ii)

The **Insurer** will only provide cover if **You** have met all the terms and conditions within this insurance and the information provided to **Us** and/or **Call Assist**, as far as **You** are aware, is correct.

#### 1. Your Responsibilities

- a) The driver of **Your Vehicle** must remain with or nearby **Your Vehicle** until help arrives.
- b) **You** must advise **Call Assist** when **You** phone for assistance if **Your Vehicle** is fitted with alloy wheels. If **Call Assist** is not advised and is unable to provide the service promptly or efficiently through the **Recovery Operator** who will be assisting **You**, **You** will be charged for any additional costs incurred.
- c) If **Your Vehicle** cannot be repaired at the roadside, **You** must accept the assistance being provided
  - i) where **Your Vehicle** is recovered to a **Suitable Garage** and it can be repaired **You** must have adequate funds to pay for the repair including replacement parts immediately
  - ii) where a repair is not possible the same working day and it becomes necessary to make alternative transport arrangements **You** must have adequate funds to pay for alternative transport or overnight accommodation costs immediately.If **You** do not have funds available, any further assistance will be denied.
- d) Repairs undertaken at a **Suitable Garage** are provided under a separate contract, which is between **You** and the **Suitable Garage**.

## Section J(i) and J(ii)

### 2. Our Rights

- a) If **You** cancel a call out and a **Recovery Operator** has already been dispatched, **You** will lose a call out from **Your** policy. **We** recommend that **You** wait for assistance to ensure **Your Vehicle** is functioning correctly. If **You** do not wait for assistance and **Your Vehicle** breaks down again within 12 hours, **You** will be charged for the second and any subsequent call outs.
- b) **Call Assist** will refuse to provide assistance if **You** or **Your** passengers are being obstructive in allowing them to provide the most appropriate assistance or are abusive to the Rescue Controller or **Recovery Operator**.
- c) If **You** use the service and the claim and/or fault is subsequently found not to be covered by this policy, **We** reserve the right to reclaim any costs that have been incurred from **You**.
- d) If **Your Vehicle** is beyond economical repair **We** have the right to offer the market value of **Your Vehicle** to **You** and pay for alternative transport home or, if **You** would prefer and it is closer, to **Your** intended destination.
- e) **Call Assist** reserve the right to recover **Your** immobilised **Vehicle** in accordance with and subject to any legislation, which affects drivers' working hours.
- f) The transportation of livestock (including dogs) will be at the discretion of the **Recovery Operator**. Alternative transport can be arranged but **You** will need to pay for this service immediately by credit or debit card.
- g) **Call Assist** reserve the right to charge **You** for any costs incurred as a result of incorrect location details being provided.

### 3. Disputes

If **You** are dissatisfied with the response **You** receive to **Your** request for assistance under this policy **You** can make a complaint as described on the next page of this policy.

### 4. Dual Insurance

The **Insurer** will not pay for more than their fair share (rateable portion) for any claim covered by another Policy or other Section of this Policy. The **Insurer** will not pay any claim that would have been covered by any other Policy, or other Section of this Policy, if this Section did not exist (for example if **Your** windscreen is broken, this Section will not cover **Your** other insurer's costs of repair). **We** reserve the right to claim back any costs that are recoverable through a third party.

### 5. Condition of your vehicle

If, in the opinion of **Call Assist**, **Your Vehicle** is found to be un-roadworthy **You** may not be entitled to any **Breakdown** service for **Your** vehicle. A referral will be made to **us** for consideration of ongoing cover.

### 6. Acts of Parliament

All Acts of Parliament referred to within this Section shall include any subsequent amendment or replacement legislation.

### 7. Fraudulent Claims and claims tainted by dishonesty

- a) If **You** make any claim which is fraudulent or false, this Section of **Your** Policy may become void and all benefit under it may be lost.
- b) **You** shall at all times be entirely truthful and open in any evidence, disclosure or

## Section J(i) and J(ii)

statement **You** give and shall act with complete honesty and integrity at all times.

### 8. If you change your vehicle

**You** must notify Cornish Mutual Member Services on 01872 277151 if **You** change **Your Vehicle**. Please include existing registration, the new registration, make, model and colour of **Your** new **Vehicle** and the date **You** wish to make the change. If **You** do not notify new **Vehicle** details **Call Assist** may be unable to supply **You** with a service.

## Complaints – Applicable to Sections J(i) and J(ii)

ARAG and **Call Assist** are committed to providing a first class service at all times. If, however, a complaint arises, please contact **Call Assist** using the number **You** rang to report **Your Vehicle Breakdown**. **Call Assist** will do their best to help **You**. If in the course of discussions with **Call Assist** it becomes clear that the matter has not been resolved to **Your** satisfaction, **Call Assist** will pass **Your** complaint to **Our** Customer Relations Department. **You** will not have to contact **Us** directly but **We** will contact **You** to let **You** know that **We** are reviewing **Your** complaint, and will provide **You** with a copy of **Our** complaints procedure (which is also available upon request). **We** will then let **You** know the outcome of **Your** complaint. Alternatively, if **You** wish to write to **Our** Customer Relations department, the address is Customer Relations, ARAG plc, 9 Whiteladies Road, Clifton, Bristol BS8 1NN or email [customerrelations@arag.co.uk](mailto:customerrelations@arag.co.uk)

If the matter is not concluded to **Your** satisfaction, **You** may refer it to the Financial Ombudsman Service. They can be contacted at Financial Ombudsman Service, Exchange Tower, London, E14 9SR. Telephone: 0800 023 4567 or 0300 123 9123. Email: [enquiries@financialombudsman.org.uk](mailto:enquiries@financialombudsman.org.uk) **You** will not be charged for referring **Your** complaint to the Financial Ombudsman Service.

The Financial Ombudsman Service's decision is binding upon the **Insurer**, but **You** are free to reject it without affecting **Your** legal rights.

As a mutual organisation we exist solely for our Members. We make sure we treat our Members fairly and honestly and always seek to give you an excellent service at all times.

Giving our Members the best possible service is important to us and if there are occasions when we have not met these high standards, we want you to tell us.

## Complaints Procedure

### **Making a complaint to Cornish Mutual Assurance Company Ltd**

We are a mutual organisation, which means we are owned by you, our Members. This is why we always act in accordance with the best interests of our Membership.

If you have any cause to be unhappy with our service or products, then please give us the opportunity to hear what you have to say so that we can put things right for you. Simply contact a member of our team on 01872 277151, or if you prefer, you can email us at [askus@cornishmutual.co.uk](mailto:askus@cornishmutual.co.uk) or you can write to us at the following address:

Cornish Mutual, CMA House, Newham Road, Newham, Truro TR1 2SU

### **Responding to your complaint**

We will deal with your complaint in accordance with the Financial Conduct Authority's Guidelines.

You will receive an acknowledgement of your complaint within five working days of receipt. We will consider the full circumstances of the matter and will inform you of our decision as soon as possible.

If you have not heard from us within eight weeks or if you are not satisfied with our reply, you have the option of placing the matter before the Financial Ombudsman Service. We will provide full details of how to appeal to the Ombudsman and further details are available at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

The Financial Ombudsman Service

They can be contacted at:

Exchange Tower,

London E14 9SR

Tel: 0300 123 9123 or 0800 023 4567

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

### **Making a complaint regarding Section H: Legal Expenses**

If a complaint arises, this should be addressed to ARAG's Customer Relations Department who will arrange to have it reviewed at the appropriate level. ARAG can be reached in the following ways:

Registered Office: 9 Whiteladies Road, Clifton, Bristol, BS8 1NN

Tel: 0117 917 1561 e-mail: [customerrelations@arag.co.uk](mailto:customerrelations@arag.co.uk)

Should you remain dissatisfied you may be entitled to pursue your complaint further with the Financial Ombudsman Service. Their contact details are as shown above.

### **Making a complaint regarding Section J: Motor Breakdown Solutions**

Please refer to "**Complaints – Applicable to Sections J(i) and J(ii)**" on page 34 of this policy.

## Complaints Procedure

### The Financial Services Compensation Scheme (FSCS)

This scheme was set up under the terms of the Financial Services and Markets Acts 2000. Its aim is to protect private and small business/charity customers should an insurer go out of business and be unable to meet its liabilities or pay claims. You may be entitled to compensation depending upon your income and the number of people you employ.

For further information on the scheme you can visit the website at:

[www.fscs.org.uk](http://www.fscs.org.uk)

or write to:

Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street,  
London EC3A 7QU

Tel: 0800 678 1100 or 0207 741 4100

E-mail: [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)

## Data Protection – Information Uses

For the purposes of the General Data Protection Regulation, the Data Controller in relation to any personal data you supply is The Cornish Mutual Assurance Company Ltd.

Below you will find a summary of the key elements of our Privacy Policy describing how we use the personal data you supply to us. For a full copy of the Privacy Policy please visit our website at [www.cornishmutual.co.uk/privacy-policy](http://www.cornishmutual.co.uk/privacy-policy) or you can contact us to request a copy.

### What information we collect

In order to assess the terms of the insurance contract or administer claims which arise, we collect personal information such as your full name, address and date of birth. We also collect sensitive personal information only where necessary such as health conditions or criminal convictions.

We may also collect information from sources such as social media, third party databases available to the insurance industry, loss adjusters or other suppliers appointed in the process of handling a claim.

### Using and sharing your data for insurance administration purposes

Information you supply may be used for the purposes of insurance administration by Cornish Mutual, our reinsurers and associated service providers such as vehicle breakdown, home emergency or legal advisors. It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing our regulatory responsibilities. Your information may also be used for offering renewals, research and statistical purposes and crime prevention.

Your information may be passed on to other parties where this is necessary to help deal with your claim or allow you to benefit from additional services such as vehicle breakdown, home emergency, credit hire, vehicle repairs or legal advice. Where we discuss your claim with other insurers we will only disclose the necessary information. Cornish Mutual or its agents may undertake checks against publicly available information (such as county court judgments, bankruptcy orders or repossessions).

### Marketing

The Cornish Mutual Assurance Co. Ltd may use your information to keep you informed by post, telephone, email or other means about products and services which may be of interest to you.

We may also send your data to a market research company to enable independent research to improve our service to you. This will not be used to promote services of other companies or third parties. Your information may also be disclosed and used for these purposes after your policy has lapsed.

If you do not wish your information to be used for these purposes please contact us at Cornish Mutual, CMA House, Newham Road, Truro, TR1 2SU on 01872 277151 or email: [askus@cornishmutual.co.uk](mailto:askus@cornishmutual.co.uk).

### Accessing your data

In the case of personal data, with limited exceptions, you have the right to access and if necessary rectify information held about you.

You can find full details of this process on our website.



## Data Protection – Information Uses

In specific circumstances, you may make a request to have your personal data erased. There are reasons why a request may not be upheld, such as:

- You may want to make a future claim, so we need to be able to find your records.
- Insurance companies share data about policies and claims to prevent fraud.

If you would like to access or erase your personal data please contact us at Cornish Mutual on 01872 277151 or [askus@cornishmutual.co.uk](mailto:askus@cornishmutual.co.uk) or by writing to CMA House, Newham Road, Truro TR1 2SU.

### Fraud Prevention

Insurers pass information to the Claims and Underwriting Exchange Register and the Motor Insurance Anti-Fraud and Theft Register, run by the Motor Insurers' Bureau (MIB). The aim is to help us check information provided and also to prevent fraudulent claims. When we deal with your request for insurance, we may search these Registers. Under the conditions of your policy, you must tell us about any incident (such as an accident or theft) which may or may not give rise to a claim. When you tell us about an incident, we may pass information relating to it to the Registers.

## Privacy statement - ARAG

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

### Collecting personal information

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

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

### Using personal or sensitive information

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

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

### Keeping personal information

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

### Your rights

Any person insured by this policy has a number of rights in relation to how ARAG holds personal data including; the right to a copy of the personal data ARAG holds; the right to object to the use of personal data or the withdrawal of previously given consent; the right to have personal data deleted. For a full list of privacy rights and when ARAG will not be able to delete personal data please refer to ARAG's full privacy statement.



Head office: CMA House, Newham Road, Newham, Truro, Cornwall TR1 2SU

Tel: 01872 277151

email: [askus@cornishmutual.co.uk](mailto:askus@cornishmutual.co.uk) [www.cornishmutual.co.uk](http://www.cornishmutual.co.uk)



Company Registration Number: 00078768

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority

MV JULY 2024