



PORSCHE



# Porsche Drive Away Insurance

Your policy booklet

## **Important**

Please report all incidents to us on 0333 043 3786 so we can tell you what to do next and help resolve any claim.

## **Welcome**

Thank you for activating your complimentary five day Porsche drive away insurance. This policy forms part of your legal contract with us and defines exactly what you are covered against.

Your cover has been designed to give you the peace of mind that in the event of an incident your Porsche will be repaired in a Porsche Recommended Repairer, by Porsche-trained Technicians, using Porsche Genuine Parts and paints.

Please ensure you read this Policy Document and fully understand the terms and conditions relating to the motor insurance cover provided to you.

## **How to make a claim**

### **Call the 24-Hour Claims Helpline on 0333 043 3786.**

Call this number following an incident to make a claim or for glass breakage/damage.

If you need to make a claim outside of the UK, please call the 24-Hour European Claims Helpline on +44 (0)1603 603047.

We will look after you throughout your entire claim, liaising with any third parties and Porsche Recommended Repairers.

For your peace of mind labour and Porsche Genuine Parts are covered by a two-year warranty (excluding wear and tear), except where you are continuously insured with Aviva Insurance Limited who provide a lifetime guarantee on repair quality carried out on your Porsche by Porsche Recommended Repairers.

Furthermore, when using a Porsche Recommended Repairer, you will be offered a courtesy car while yours is being repaired to keep you on the road. A courtesy car is usually a small three door hatchback, with an engine size of 1 litre.

An Incident Manager will record the details of the incident you describe. They will be able to confirm:

- Whether your policy covers you for the incident
- Any excess that you will have to pay
- All the steps involved in the process of making a claim

If required, your Incident Manager will arrange for the vehicle to be recovered and a safe passage home or completion of your car journey for you and your passengers.

If the incident is not covered under your policy we can still arrange to assist you however, a charge will be made.

## **Important information**

Please report all incidents to us immediately so we can tell you what to do next and help resolve any claim.

Where possible, please have your policy number ready (as shown in your schedule). This will enable your Incident Manager to find your records quickly and provide the level of service that you expect. For our joint protection telephone calls may be recorded and/or monitored.

If you receive any contact from another party in relation to your claim please re-direct this to us and we will handle it on your behalf.

### **Useful telephone numbers**

For general policy enquiries, to make an amendment to your policy, or to make a claim please call: **0333 043 3786**

# Porsche Drive Away Insurance

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# Your Porsche Drive Away Insurance Policy

Wherever words or phrases appear in **bold** in this policy booklet, they will have the meanings described in the DEFINITIONS section starting on page eight, unless otherwise shown for any policy section.

This policy booklet forms part of your legal contract with **us** and explains exactly what cover is provided.

Your **schedule** shows the level of cover **you** have chosen.

## Choice of law

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

- **you** and **we** agree otherwise; or
- at the date of the contract **you** are a resident of (or, in the case of a business, the registered office or principal place of business is situated in) Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply.

## Use of language

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

## Your cancellation rights

There are no statutory cancellation rights under this policy.

## Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS).

You may be entitled to compensation from this scheme if we cannot meet our obligations, depending on the type of insurance and the circumstances of your claim.

Further information about the scheme is available from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk), or write to Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY

## Telephone call charges and recording

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary depending on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection telephone calls may be recorded and/or monitored.

# Contract of Insurance

## The contract of insurance

This policy is a contract of insurance between the **policyholder** and **us**. The **policyholder** enters into a contract with **us** when they agree to take out the policy on the terms and conditions **we** have offered and to pay the premium. It is the **policyholder's** responsibility to ensure that all persons insured are aware of the terms of this policy.

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

- Policy booklet.
- Information contained on your application and/or statement of fact document as issued by **us**.
- **Schedule.**
- Any **clauses** endorsed on this policy, as set out in your **schedule**.
- **Certificate of motor insurance.**
- Any changes to your insurance policy contained in notices issued by **us** at renewal.
- The information under the heading 'Important Information' which **we** provide to **you** when **you** take out or renew your policy.

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

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

## Information and changes we need to know about

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

Please tell your insurance adviser immediately to let **us** know if there are any changes to the information set out in the application and/or statement of fact document, **certificate of motor insurance** or on your **schedule**. **You** must also tell your insurance adviser immediately to let **us** know about the following changes:

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

If **you** are in any doubt, please contact your insurance adviser.

When **we** are informed of a change, **we** will tell your insurance adviser if this affects your policy, for example whether **we** are able to accept the change and if

so, whether the change will result in revised terms and/or premium being applied to your policy.

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

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

# Definitions

Wherever the following words or phrases appear in **bold** in this policy booklet, they will have the meanings described below:

(N.B. Some additional Definitions, which apply to Section 11 only, are shown within Section 11 of this booklet.)

## Accessories

Parts of **your car** which are not directly related to how it works as a car. This includes audio equipment, multimedia equipment, communication equipment, personal computers, cameras, satellite navigation and radar detection systems providing they are permanently fitted to **your car** and have no independent power source.

## Porsche Recommended Repairer

A facility approved by **us** for the repair, damage assessment and/or storage of **your car**.

## Certificate of motor insurance

The current document that proves **you** have the motor insurance required by the **Road Traffic Acts** to use **your car** on a road or other public place. It shows who can drive **your car**, and what **you** can use it for and whether **you** are allowed to drive other cars.

The certificate of motor insurance does not show the cover provided.

## Clause

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

## Excess

The amount **you** must pay towards any claim.

## Fire

Fire, self-ignition, lightning and explosion.

## Green Card

A document required by certain non-EU countries to provide proof of the minimum compulsory insurance cover required by law to drive in that country.

## Hazardous locations

Power stations

Nuclear installations or establishments

Refineries, bulk storage or production premises in the oil, gas or chemical industries

Bulk storage or production premises in the explosive, ammunition or pyrotechnic industries

Ministry of Defence premises

Military bases

Rail trackside

Any other rail property to which the public do not have lawful access

## High category hazardous goods

Any substance within the following United Nations Hazard Classes:

1: Explosives

5.2: Organic peroxides

- 6.1: Toxic substances
- 6.2: Infectious substances
- 7: Radioactive materials

## **Ignition keys**

Any key, device or code used to secure, gain access to and enable **your car** to be started and driven.

## **Loss of any limb**

Severance at or above the wrist or ankle, or the total and permanent loss of use of a hand, arm, foot or leg.

## **Market value**

The cost of replacing **your car** with one of the same make, model, specification and condition.

## **Period of insurance**

The period of time covered by this policy, as shown in your **schedule**.

## **Personal belongings**

Personal property within **your car**. This includes portable audio equipment, multimedia equipment, communication equipment, personal computers, cameras, satellite navigation and radar detection systems not permanently fitted to **your car**.

## **Repair quality**

Bodywork repairs, paint repairs and workmanship (the work carried out by skilled technicians) on repairs to **your car** by a **Porsche Recommended Repairer**.

## **Road Traffic Acts**

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

## **Schedule**

The document which gives details of the cover provided.

## **Territorial limits**

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

\* When driving **your car** in Spain, restrictions may apply with the breakdown service provided by RAC. Please seek clarification from your insurance adviser.

## **Theft**

Theft, attempted theft or taking **your car** without your consent.

## **The insurer/we/us**

Aviva Insurance Limited except where otherwise shown for any policy section.

## **You/the insured/policyholder**

The policyholder named in your **schedule**.

## **Your car**

Any motor vehicle described in your **schedule** and any other motor vehicle for which details have been supplied to **us** and a **certificate of motor insurance** bearing the registration mark of that motor vehicle which has been delivered to **you** in accordance with the **Road Traffic Acts** and remains effective.

Any motor vehicle loaned to **you** or a permitted driver shown on your **certificate of motor insurance** by a supplier **we** have nominated following a claim under the policy.

Any motor vehicle loaned to **you** or a permitted driver shown on your **certificate of motor insurance** for up to seven days by a garage, motor engineer or vehicle repairer while the motor vehicle described in your **schedule** is being either serviced, repaired or having an MOT test.

## **Your partner**

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

# Cover Summary

Some cover sections under this policy are optional and do not apply unless shown in your **schedule**.

	Cover	Comprehensive	Page Number
Section 1	Loss of damage to your car	✓	12
	Vehicle recovery in the event of an accident, fire or theft	✓	12
	Repair guarantee	✓	12
	Courtesy car	✓	13
	New car replacement	✓	13
	Uninsured driver promise	✓	14
Section 2	Your liability	✓	15
	Driving other cars	✓ Policyholder only	15
		Third party only cover	
	Liability of other persons driving or using your car	✓	15
	Legal personal representatives	✓	16
	Legal costs	✓	16
	Cross liability and application of limits	✓	16
	Duty of care – driving at work, legal costs	✓	16

	Cover	Comprehensive	Page Number
Section 3	Injury to you or your partner	✓	18
Section 4	Medical expenses	✓	18
Section 5	Personal belongings	✓	19
Section 6	Child seat cover	✓	19
Section 7	Emergency treatment	✓	19
	Vehicle recovery in the event of illness	✓	19
Section 8	Glass	✓	20
Section 9	Continental use – compulsory insurance requirements	✓	20
Section 10	Replacement locks	✓	21
Section 11	Continental breakdown and accident recovery	✓	21

# Section 1

## Loss of or damage to your car

If **your car** is lost, stolen or damaged, **we** will:

- pay for **your car** to be repaired; or
- replace **your car**; or
- pay **you** a cash amount equal to the loss or damage.

We may decide to use suitable parts or **accessories** not supplied by the original manufacturer.

The same cover also applies to:

- **accessories**, spare parts and components for **your car** while these are in or on **your car** or while in your private garage.

The most **we** will pay will be the **market value** of **your car** at the time of the loss. If **we** know that **your car** is still being paid for under a hire purchase or leasing agreement **we** will pay any claim to the owner described in that agreement. Our liability under this section will then end for that claim.

## Vehicle recovery in the event of an accident, fire or theft

In Great Britain, Northern Ireland, the Channel Islands and the Isle of Man **we** can arrange for the protection and removal of **your car**. In the event of an incident please ring our motor claims helpline and **we** will arrange for the following:

- Someone to come out and help. If **your car** cannot be made roadworthy immediately it will be taken to the nearest **Porsche Recommended Repairer**.
- **Your car** can be taken to a repairer of your choice if this is nearer, but this may lead to delays in arranging the repairs to **your car**. **We** do not provide

a courtesy car if **you** decide to use a repairer of your choice, even if the courtesy car option is shown in your **schedule**.

- Transport home or completion of journey for the driver and passengers.
- The onward transmission of any messages on your behalf.
- Delivery of **your car** back to your address in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man after the repairs have been carried out.

In providing accident recovery assistance **we** will use our reasonable care and skill when providing the service. **We** can, however, cancel services or refuse to provide them if, in our opinion, the demands made are excessive, unreasonable or impractical.

## Repair Guarantee

**We** will provide a lifetime guarantee on **repair quality** carried out on **your car** by a **Porsche Recommended Repairer** for as long as **your car** is continuously insured with **us** by **you** and maintained in a roadworthy condition.

If a valid contract of insurance is no longer held with **us**, **we** will continue to guarantee the **repair quality** carried out on **your car** by a **Porsche Recommended Repairer** for a period of three years from the date of completion of the repairs or for the remainder of the original manufacturers warranty for **your car** if greater than three years.

All parts fitted to **your car** by a **Porsche Recommended Repairer** will be covered for two years.

## **Exclusion to Repair Guarantee**

We will not pay for damage under the Repair Guarantee arising from deterioration and wear and tear or parts and component failures.

## **Courtesy car**

A courtesy car can be provided to reduce your inconvenience following a claim. It is not intended to be an exact replacement for **your car**. Only persons named on the **certificate of motor insurance** as being entitled to drive **your car** are covered to drive the replacement courtesy car. Please note that a courtesy car cannot be provided until your claim has been accepted and cover has been confirmed.

## **Important Information**

A standard courtesy car is a small three door hatchback car with an engine size of 1 litre.

If **your car** is immobile or not roadworthy **we** aim to provide a courtesy or hire car within one working day. However if an incident occurs during a weekend or on a bank/public holiday, it may not be possible to provide a courtesy car until the following normal working day.

In order to avoid undue delays, please advise **us** during the early stages of your claim if an automatic transmission courtesy car is required. Automatic courtesy cars can be supplied, providing the car being repaired is an automatic.

**We** will not be responsible for:

- the cost of fuel used.
- collection and delivery charges (if they apply).
- any charges for fitting **accessories** or **personal belongings**.
- any **excess** which would have applied to **your car** which is temporarily replaced.

- all charges and costs where the courtesy car is not returned by the end of the maximum benefit period provided for under this policy.

Courtesy cars supplied under this section will be of a standard type and will not include:

- specialised vans such as pick-up trucks, tippers or refrigerated vans, or
- any provision for towing, or
- any trailers or caravans.

Returning courtesy cars – the courtesy car will be supplied on the condition that it is returned to the depot which supplies it unless alternative arrangements have been made with the supplier.

If the repairer chosen is not a **Porsche Recommended Repairer**, a courtesy car will not be provided.

## **New car replacement**

**We** will replace **your car** with a new car of the same make, model and specification (if one is available in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man) if, within the **period of insurance** of **you** or **your partner** buying **your car** from new:

- any repair cost or damage in respect of any one claim covered by the policy is more than 60% of **your car's** list price in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man (including car tax and VAT) when **your car** was purchased, or
- **your car** is stolen and not recovered.

We will only replace **your car** if you or your partner:

- buy it under a hire purchase agreement or another type of agreement where ownership passes to **you** or **your partner** and the Financing company agrees, and
- are the first registered keepers of **your car**, or are the second registered keepers of **your car**, where **your car** has been pre registered in the name of the manufacturer or supplying dealer, providing at the time of purchase by **you** or **your partner**, the mileage was less than 250 miles.

Cars sold as 'ex-demonstrators' and 'nearly new' do not qualify for replacement under this section.

**Important Note:** If **you** or **your car** do not meet the qualifying criteria set out for New car replacement, or **you** do not wish **us** to replace **your car** with a new car of the same make, model and specification, the most **we** will pay is the **market value** of **your car** at the time of loss or damage.

## Excesses

If **your car** is lost, stolen or damaged the **excess** shown in your **schedule** must be paid, no matter how the loss or damage happened.

The **excess** shown below will apply as well as any other **excess** for damage claims, while the person driving **your car** is:

aged 21 to 24 £200

The **excess** applied to glass claims can be found in Section 8 – Glass, of this policy booklet.

## Uninsured driver promise

If the driver of **your car** is involved in an accident caused by an uninsured driver, **we** will refund the amount of any **excess** **you** have had to pay. **We** must be provided with the:

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

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

## Exclusions to Section 1

**We** will not pay for:

- (1) loss of use, wear and tear, deterioration, depreciation, or any loss or damage which happens gradually.
- (2) mechanical, electrical or electronic failure, breakdown or breakage.
- (3) computer and equipment failure or malfunction.
- (4) loss or damage arising from **theft** while:
  - (a) the **ignition keys** of **your car** have been left in or on **your car**
  - (b) **your car** has been left unattended with the engine running.
- (5) damage to tyres by braking or by punctures, cuts or bursts.
- (6) loss or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.
- (7) loss of value following repair.
- (8) loss or damage arising from confiscation or requisition or destruction by or under order of any Government or Public or Local Authority.
- (9) loss or damage caused directly or indirectly by **fire** if **your car** is equipped for the cooking or heating of food or drink.

## Section 2

### Your liability

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

an accident causing:

- (1) another person's death or injury
- (2) damage to another person's property up to a maximum amount of £20,000,000 (excluding claimant's costs and expenses and any other costs and expenses) and claimant's costs and expenses and any other costs and expenses up to £5,000,000 incurred with our written consent in relation to that person's property by:
  - (a) **your car**, including loading and unloading.
  - (b) any trailer while it is being towed by **your car**.

The amount payable under (2) above for damage to property is limited to £1,200,000 while **your car** is:

- (i) carrying any **high category hazardous goods**.
- (ii) being used or driven at any **hazardous locations** other than in an area designated for access or parking by the general public.

### Driving other cars

This cover is for the **policyholder** only

We will insure **you** while **you** are driving any other car within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man providing:

- the car does not belong to **you** or is not hired to **you** under a hire purchase agreement.

- **you** are driving the car with the owners express consent.
- **you** still have **your car** and it has not been damaged beyond cost effective repair.
- **you** are aged 25 or above at inception or renewal of this policy.
- **your certificate of motor insurance** indicates that **you** can drive such a car.

Important Note: The cover provided whilst **you** are driving any other car is for Third Party only.

### Liability of other persons driving or using your car

Cover under this section will also apply on the same basis, for the following persons:

- Any person **you** give permission to drive **your car** provided that **your certificate of motor insurance** allows that person to drive **your car**.
- Any person **you** give permission to use (but not drive) **your car**, but only while using it for social, domestic and pleasure purposes.
- Any passenger travelling in or getting into or out of **your car**.
- The employer or business partner of the person using any car for which cover is provided under this section while the car is being used for business purposes, as long as **your certificate of motor insurance** allows business use. This does not apply if:
  - the vehicle belongs to or is hired by such employer or business partner.
  - **the insured** is a corporate body or firm.

## **Legal personal representatives**

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

## **Legal costs**

We will pay the fees and disbursements of any legal representative **we** agree to, to defend anyone **we** insure under this section, following any incident which is covered under this section:

- at a coroner's inquest.
- at a fatal accident inquiry.
- in any proceedings brought under the **Road Traffic Acts** or equivalent European Union legislation.

We will not pay representation for:

- a plea of mitigation (unless the offence **you** are charged with carries a custodial sentence).
- appeals.

## **Cross liability and applications of limits**

Where there is more than one person or company covered within the terms of this policy, cover under this policy will apply as if each one had been issued with their own separate Aviva policy. However the most **we** will pay for all claims arising from one originating cause in respect of damage to another person's property will not exceed the amount shown in Section 2 – Your liability.

## **Duty of Care – driving at work, legal costs**

We will pay:

- your legal fees and expenses incurred with our written consent for defending proceedings including appeals
- costs of prosecution awarded against **you** arising from any health and safety inquiry or criminal proceedings for any breach of the:
  - Health and Safety at Work etc. Act 1974
  - Health and Safety at Work (Northern Ireland) Order 1978
  - Corporate Manslaughter and Corporate Homicide Act 2007

We will not pay:

- (1) unless the proceedings relate to an actual or alleged act, omission or incident committed during the **period of insurance** within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man and in connection with the business.
  - (2) unless the proceedings relate to an actual or alleged act, omission or incident arising from the ownership, possession or use by or on behalf of **you** of any motor vehicle or trailer in circumstances where compulsory insurance or security is required by the **Road Traffic Acts**.
  - (3) in respect of proceedings which result from any deliberate act or omission by **you** or any person insured.
  - (4) where cover is provided by another insurance policy.
- The limits of cover in respect of such legal fees, expenses and costs are:
- (a) Health and Safety at Work etc. Act 1974 and Health and Safety at Work (Northern Ireland) Order 1978 – €100,000
  - (b) Corporate Manslaughter and Corporate Homicide Act 2007 – Unlimited

## **Exclusions to Section 2**

We will not pay for:

- (1) any claim if any person insured under this section does not keep to the terms, exclusions and conditions of this policy. The cover will also not apply if the insured person can claim under another policy.
  - (2) the death of, or injury to any employee of the person insured which arises out of, or in the course of, that employee's duties, unless we must provide cover under the **Road Traffic Acts**.
  - (3) loss or damage to property that:
    - (a) belongs to or is in the care of any person insured who claims under this section, or
    - (b) is being carried in **your car**.
  - (4) damage to any motor vehicle covered by this section.
  - (5) loss, damage, injury or death while any motor vehicle is being used on:
    - (a) that part of an aerodrome or airport used for aircraft taking off or landing,
    - (b) aircraft parking areas including service roads,
    - (c) ground equipment parking areas, or
    - (d) any parts of passenger terminals within the Customs examination area,
- unless we must provide cover under the **Road Traffic Acts**.
- (6) any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event, except to the extent that we must provide cover under the **Road Traffic Acts**:

- (a) Terrorism

Terrorism is defined as any act or acts including, but not limited to:

- (i) the use or threat of force and/or violence and/or
  - (ii) harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons in whole or in part for political, religious, ideological or similar purposes, or is claimed to be caused or occasioned in whole or in part for such purposes
- (b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above.

In respect of 6 (a) and (b), where we must provide cover under the **Road Traffic Acts** the maximum amount we will pay for damage to property as a result of any accident or accidents caused by a motor vehicle or motor vehicles driven or used by you or any **named driver**, for which cover is provided under this section, will be:

- (i) £5,000,000 in respect of all claims resulting directly or indirectly from one originating cause,  
or
  - (ii) such greater sum as may in the circumstances be required to meet the minimum insurance requirements of the **Road Traffic Acts**.
- (7) loss, damage, injury or death directly caused by pollution or contamination unless caused by a sudden identifiable unintended and unexpected event which occurs in its entirety at a specific time and place during the **period**

of insurance except where such liability is required to be covered under the **Road Traffic Acts**.

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

- (8) death or injury of any person caused by:
  - (a) food poisoning, or
  - (b) anything harmful contained in goods supplied, or
  - (c) any harmful or incorrect treatment given at or from **your car**.

## Section 3

### Injury to you or your partner

If **you or your partner** suffer accidental bodily injury in direct connection with **your car** or while getting into, out of or travelling in any other motor vehicle, not belonging to **you** or hired to **you** under a hire purchase agreement, **we** will pay £10,000 if, within three months of the accident, the injury is the sole cause of:

- death.
- irrecoverable loss of sight in one or both eyes or total and permanent loss of hearing in one or both ears.
- **loss of any limb.**

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

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

If **you or your partner** have any other policies with **us** in respect of any other motor vehicle or motor vehicles the injured person will only be able to claim these benefits under one policy.

The cover under this section applies irrespective of fault.

### Exclusions to Section 3

We will not pay for death or bodily injury arising from suicide or attempted suicide.

## Section 4

### Medical expenses

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

- the medical expenses arising in connection with that accident. The most **we** will pay for each injured person is £1000.

The cover under this section applies irrespective of fault.

### Exclusions to Section 4

We will not pay for any physiotherapy treatment.

## Section 5

### Personal belongings

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

The maximum amount payable for any one incident is £1000. A claim can only be made under this section when also making a valid claim which is accepted under Section 1 – Loss of or damage to your car.

### Exclusions to Section 5

We will not pay for:

- (1) money, stamps, tickets, documents or securities (such as share and premium bond certificates).
- (2) goods or samples carried in connection with any trade or business.
- (3) tools.

## Section 6

### Child seat cover

If child seat(s) are fitted in **your car** and **your car** is involved in an accident or damaged following **fire** or **theft** we will contribute up to £600 per child seat towards the cost of a replacement even if there is no apparent damage. A claim can only be made under this section when also making a valid claim which is accepted under Section 1 – Loss of or damage to your car.

## Section 7

### Emergency treatment

We will reimburse any person using **your car** for payments made under the Road Traffic Acts for emergency medical treatment.

### Vehicle recovery in the event of illness

If the permitted driver of **your car** as shown on your **certificate of motor insurance** is taken seriously ill requiring treatment from a qualified medical practitioner and cannot continue their journey, we will transport **your car** to your home or single address anywhere in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

A medical certificate must be produced prior to the provision of this service.

A claim solely under this section will not affect your no claim discount.

### Exclusions to Section 7

We will not pay for:

- (1) any incident which occurs outside Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.
- (2) any incident where **your car** is within a quarter of a mile of your home address or place where **your car** is usually kept.
- (3) any incident where **your car** is disabled, has suffered mechanical or electrical breakdown or failure, or is unroadworthy.
- (4) any incident directly caused by or due to the effects of alcohol and/or drugs.

## Section 8

### Glass

We will pay for the replacement or repair of the glass in **your car's** windscreens, sunroofs or windows if it is lost or damaged or the bodywork of **your car** suffers scratching arising solely from the breakage of glass.

You must telephone our motor claims helpline on 0333 043 3786, before any work is carried out. **We** will direct **you** to a **Porsche Recommended Repairer**.

**You** will have to pay the first £75 of the cost of glass replacement.

If the glass is repaired rather than replaced the **excess** will not apply.

A claim solely under this section will not affect your no claim discount.

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

Cover includes:

- transit between countries within the **territorial limits**.
- reimbursement of any customs duty **you** may have to pay on **your car** after its temporary importation into any country within the **territorial limits**, subject to your liability arising as a direct result of any loss of or damage to **your car** which is covered under Section 1 – Loss of or damage to your car.
- general Average contributions, Salvage, Sue and Labour charges while **your car** is being transported by sea between any countries within the **territorial limits**, provided that the loss of or damage to **your car** is covered under Section 1 – Loss of or damage to your car.

### If you take your car abroad

All countries within the **territorial limits** have agreed that a **Green Card** is not necessary for cross border travel. Your **certificate of motor insurance** provides sufficient evidence of compliance with the laws on the minimum compulsory insurance of motor vehicles in any of these countries visited.

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

## Section 9

### Continental use – compulsory insurance requirements

In compliance with EU Directives this policy provides, as a minimum, the necessary cover to comply with the laws on compulsory insurance of motor vehicles in:

- any country which is a member of the European Union.
- any country which the Commission of the European Communities is satisfied has made arrangements of Article 8 of EC Directive 2009/103/EC relating to civil liabilities arising from the use of a motor vehicle.

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

## Section 10

### Replacement locks

If your **ignition keys** are lost or stolen **we** will pay the cost of replacing the:

- affected locks
- lock transmitter and central locking interface
- affected parts of the alarm and/or immobiliser

provided that it can be established to our reasonable satisfaction that the identity or garaging address of **your car** is known to any person who may have stolen or found your **ignition keys** and the value of the claim does not exceed the **market value of your car**.

In the event of any claim under this section, the courtesy car and hire car benefits under Section 1 – Loss of or damage to your car, will apply.

Your no claim discount will not be affected and no **excess** is applicable when making a claim under this section.

## Section 11

### Continental breakdown and accident recovery

#### Definitions (applicable to Section 11)

Wherever the following words or phrases appear in **bold** in Section 11 –  
Continental breakdown and accident recovery, unless stated otherwise, they will have the meanings described below:

#### Accident

An accidental crash immobilising **your car**.

#### Beyond commercial economical repair

The cost of repairs exceeding the **market value** of **your car** following a **breakdown, accident, fire or theft**.

#### Breakdown

Unforeseen mechanical or electrical failure during the **period of insurance** which has either immobilised **your car** or made it unsafe to drive.

#### Claim

A call/claim for assistance under this policy section.

#### Collision damage waiver

If a hire car is damaged during the hire period, **you** could be liable for the first £150 – £550 (approximately) and have **your credit card charged**. In some cases the amount could be higher and varies according to the hire company, category of hire car and location. The collision damage waiver covers the amount above the **excess**.

#### Home

Your permanent residence within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man, or the address where **your car** is usually garaged.

## **Journey**

A trip abroad up to ninety days in any one **period of insurance**, in **your car** to the **territorial limits**, other than Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

## **The party/your party**

The total number of persons (including **you**), up to a maximum of eight people, travelling in **your car** for the entire journey.

## **We/our/us/RAC**

RAC Motoring Services.

## **You/your**

The persons or persons named in your **schedule**.

If you have Comprehensive cover, as shown in your **schedule**, you automatically receive Continental breakdown and accident recovery.

## **How to obtain assistance abroad**

Continental breakdown and accident recovery applies to **your car** and operates within the **territorial limits** (other than Great Britain, Northern Ireland, the Channel Islands and the Isle of Man).

To **claim** in the event of a **breakdown, accident, fire or theft**, or if the only qualified driver is medically unfit to drive **your car**, please call (00 44) 1603 603047.

In the event of a **breakdown, accident, fire or theft**, in the Republic of Ireland or if the only qualified driver is medically unfit to drive **your car**, please call (1800) 535 005.

## **Breakdowns on motorways**

On continental motorways (including service areas) **you** MUST use the roadside emergency telephones.

**You** cannot call the helpline from these. **You** will be connected to the police or authorised motorway service, who will send a breakdown recovery vehicle. However, this will only be to the recovery company's own depot. If they cannot repair **your car** please call (00 44) 1603 603047 as soon as **you** can, if possible from the recovery company's depot.

**You** may have to pay labour and towing charges on the spot – an authorised tariff is normally applicable.

**You** should obtain a receipt to claim a refund on **your return home**.

## **Mobile and car phones**

We will not reimburse the cost of any telephone calls **you** make in connection with any **claim** under this policy.

It may not be possible for a member of staff in the helpline centre to call a mobile or car phone but if it is, **you** may still have to pay the cost of any international call. Some service providers charge for calls to freephone numbers. The regulations on the use of mobile and car phones vary from country to country.

Please check with **your** service provider that **your** phone meets the requirements and standards for the countries in which **you** are travelling.

## **Service in the UK en route to the territorial limits**

If **you** are stranded on a public highway through **breakdown** of **your car** on the outward journey from **home** to **your** point of departure from Great Britain, Northern Ireland, the Channel Islands and the Isle of Man or on the inward journey from **your** point of entry to Great Britain, Northern Ireland, the Channel Islands and

the Isle of Man, to **home**, **we** will provide services as if **you** were abroad. In addition **we** will pay towards the cost of a self-drive hire car including **collision damage waiver** and replacement **Green Card** as necessary, to complete the planned journey if **RAC** confirms **your car** cannot be repaired within 24 hours, this is subject to a maximum contribution of £750.

## Service while abroad

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

## Roadside assistance

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

**We** will pay for:

- attendance of local **breakdown** or garage services to repair **your car** at the roadside if possible, or
- the towing of **your car** from the place of **breakdown** or **accident** to the nearest local repairer where **you** may arrange repairs and either:
  - (a) a contribution towards labour charges at a garage (restricted up to the total claims limit) if it is possible to effect the repairs necessary to enable **your car** to continue the journey on the date of **breakdown**, or

- (b) inspection fees, in the event of a **breakdown**, to confirm that **your car** cannot be repaired by **your** return travel date and **your** request for assistance will include authorisation for **us** to arrange this, and storage charges for **your car** while awaiting repair or repatriation, and the cost of wheel changes but not for replacement tyres.

## Exclusions to Roadside assistance

**We** will not pay for:

- (1) **breakdowns** which would be prevented by routine servicing of **your car**.
- (2) routine servicing of **your car**.
- (3) any repair costs including labour if **your car** was in an **accident**, damaged by **fire** or **theft** or is in **our** reasonable opinion damaged **beyond commercial economical repair**.
- (4) any labour other than that incurred at the roadside including, without limitation, garages.
- (5) replacing tyres or glass.
- (6) the cost of ferry crossings, road toll and congestion charges.
- (7) vehicles being demonstrated or delivered by motor traders or used under trade plates.
- (8) repairs to **your car**, if in the reasonable opinion of **our** patrol or contractor, it had broken down or was not roadworthy before **you** took out **your** policy.
- (9) contaminated fuel problems. **We** will arrange for **your car** to be taken to a local garage for assistance but **you** will have to pay for the work carried out.
- (10) the cost of parts, fuel or other supplies.
- (11) any storage charges incurred for **your car** when **you** are using **our** services.

- (12) repairs to **your car** if it is in a position where **we** cannot carry out repairs or tow it, or wheels have been removed, **we** can arrange to rectify this but **you** will have to pay the costs involved.
- (13) any animals in **your car**, please note that their onward transportation is at **our** discretion and solely at **your** risk. **We** will not insure any animal, including livestock in transit, during any onward transportation **we** undertake.

## Journey continuation

If the appropriate **RAC** control centre can confirm repairs to **your car** will take more than 12 hours, or if it is to be repatriated to Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

We will pay for:

- Additional accommodation expenses up to £35 per person per day towards necessary additional (not alternative) accommodation expenses (room only) while **you** wait for **your car** to be repaired, or
- Journey continuation or return **home** a contribution (restricted to the total claims limit) to travel expenses to allow **you** to either:
  - continue **your car** journey during the period **your car** is not roadworthy, or
  - return **home** by a direct route.

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

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

You must collect **your car** when repaired as once **your car** is repaired and **you**

have been notified, **RAC** will not pay any further expenses other than the costs of collection.

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

## Exclusions to Journey continuation

We will not pay for:

- (1) fuel, oil, personal insurance, any collection charge if a hire car is left at a different location to that arranged or any other costs in connection with a self-drive hire car.
- (2) the cost of any hire car beyond the period agreed with the appropriate **RAC** control centre.
- (3) any hire car expenses after **your car** is repaired except for the direct journey to collect and return it.
- (4) first class rail fares.
- (5) any costs under this benefit if they are for a service **you** used at the same time as the above section – Additional accommodation expenses.
- (6) international drop charges where a car hired from abroad is dropped within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.
- (7) any hire costs not arranged through **RAC** or agreed by **RAC**.

## Vehicle repatriation or Collection of your car from abroad

**You** will have the following cover if **RAC** can confirm that repairs to **your car** cannot be completed by **your** planned return date to Great Britain, Northern Ireland, the Channel Islands and the Isle of Man and providing the cost of repatriation is not uneconomical. (Repatriation will be uneconomical if it will

cost more than the **market value** of **your car** according to Glass's Guide or other appropriate industry standard used by RAC).

We will pay for:

- the cost of taking **your car** by road transporter from abroad to **your home** or chosen repairer in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.
- the costs of packing and freighting **your baggage** if **your car** is declared beyond commercial economical repair by Aviva.

When repatriation is authorised it normally takes 10-14 working days for delivery to an address within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man from most west European countries. At busy times and from east European countries it may take longer.

If **your car** has been fitted with a roof box or bicycle rack, **you** must remove and place it inside **your car**.

The roof box keys need to be left with the **ignition keys** for **your car**.

## **Exclusions to vehicle repatriation**

We will not pay for:

- (1) claims for any repatriation not authorised by the appropriate RAC control centre.
- (2) the cost of repatriation if this is uneconomical. Repatriation will be uneconomical if it will cost more than the **market value** of **your car** according to Glass's Guide or other appropriate industry standard used by RAC.
- (3) the cost of repatriation if **your car** is roadworthy.

- (4) any claim if **your car** is being repatriated and Customs in any country finds its contents are breaking the law.
- (5) any further costs in connection with **your car** once declared beyond commercial economical repair by Aviva.

## **Collection of your car from abroad**

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

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

## **Exclusions to collection of your car from abroad**

We will not pay for:

- (1) first class rail fares.
- (2) the cost of any meals.
- (3) the costs of more than one person.

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

## **Authority for repatriation or repair**

If **your car** is not able to be driven due to an **accident, fire, break-in or theft**, any damage which **you** are entitled to have repaired by Aviva must be reported to Aviva immediately. Aviva must decide whether to declare **your car is beyond commercial economical repair**, authorise repairs abroad or have **your car** repatriated. We cannot repatriate **your car** unless Aviva first give their permission.

## **Spare parts dispatch**

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

- freight, handling and ancillary charges for dispatch of spare parts.
- the fare for one person to collect parts from the appropriate railway station or airport.

## **Exclusions to spare parts dispatch**

We will not pay for the cost of parts themselves, which must be paid on receipt. When telephoning RAC control centre **you** will be asked for **your** credit card details. Alternatively **you** will be asked to pay for the part(s) direct to the repairer.

## **Accidental damage to or loss of tent**

If **your tent** is stolen **you** must report the **theft** to the police as soon as reasonably practicable and obtain a written report.

We will pay:

- a contribution to accommodation expenses of up to £35 per person per day if during the **period of insurance** **you** are camping and **your tent** is damaged accidentally making it unusable, or it is stolen, or
- we may at **our** option authorise the cost of a replacement tent.

## **Exclusions to accidental damage to or loss of tent**

We will not pay for:

- (1) the cost of meals or any costs that are not specified above.
- (2) damage caused by weather conditions.
- (3) the cost of a replacement tent not authorised by **us**.
- (4) any costs if **your tent** was stolen and **you** did not report the **theft** to the police within 24 hours and obtain a written report.

## **Urgent message relay service**

We will pay for:

- the cost of relaying urgent messages from the appropriate **RAC** control centre to **your immediate relatives or close business associates** if **your car** cannot be driven because of **breakdown, accident, fire or theft**.

## **Exclusions to urgent message relay service**

We will not pay for:

- (1) the cost of non-urgent messages or messages to persons not described above.
- (2) the cost of relaying any urgent messages not arranged through the appropriate **RAC** control centre.

## **Replacement driver**

We will pay for:

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

## **Exclusions to replacement driver**

We will not pay for:

- (1) the cost of a replacement driver if there is another qualified driver in the party who is fit to drive.
- (2) more than one claim per journey abroad.

## **Customs claims cover**

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

- your car is beyond commercial economical repair as a result of a fire or theft abroad during your car journey and it has to be disposed of abroad under Customs supervision, or
- it is stolen abroad during your car journey and not recovered. RAC will deal with the necessary Customs formalities.

To arrange, please call: RAC European Support, 0330 159 0342 (Calls may be recorded and/or monitored)

Monday-Friday 9am-5pm

## **Exclusions to Customs claims cover**

We will not pay for any import duties not relating to your car.

## **European policy requirements and limitations**

### **Service providers**

Unless the services are provided by RAC patrols or contractors acting on our instructions and on our behalf, we do not give any guarantee as to the services provided by garages, breakdown/recovery companies, repairers, hire car companies and other third party service providers whose emergency services we arrange on your behalf and/or pay for under Continental Breakdown and Accident Recovery – they do not act as our agents or subcontractors and we do not accept responsibility for their acts or omissions.

You should check that any repairs to your car are carried out to your reasonable satisfaction.

### **Availability of service in Eastern Europe**

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

Service in certain countries may become disrupted or unavailable due to prevailing political, economic, infrastructural or environmental conditions, for which RAC cannot accept responsibility. Information can be obtained from the Foreign & Commonwealth Office (FCO) – [www.fco.gov.uk](http://www.fco.gov.uk).

## **Important self-drive hire car information**

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

Otherwise, **we** will arrange alternative means of transport.

Self-drive car hire arranged under **your cover** will be subject to the normal conditions of the hiring company.

These will include limitations on driver age, driving convictions and other licence penalties. The driver must also have held a full UK driving licence or equivalent for a minimum of one year (two years for France).

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

Please note that many car hire companies within the **territorial limits** charge a damage **excess** which is not covered by the **collision damage waiver**.

In some parts of the **territorial limits**, hire cars are not allowed to cross national borders. In Greece and Eastern Europe, international drop-offs are not permitted. It may be necessary therefore to arrange two hires or alternative transport to complete **your car** journey. A car hired abroad must not be brought into

Great Britain, Northern Ireland, the Channel Islands and the Isle of Man. A second hire car will be arranged for **your journey** once **you** are back in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

**We** cannot guarantee a hire car will be available.

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

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

## **Repayment of credit**

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

- any costs **we** have paid for which **you** are not covered under this policy.
- the cost of any spare parts supplied.

## **Spares dispatch**

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

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

# General Exclusions

## General exclusions apply to the whole of your policy

We will not pay for:

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

We will not withdraw this cover:

- (i) while **your car** is in the custody or control of:
  - a member of the motor trade for the purposes of maintenance or repair, or
  - an employee of a hotel or restaurant or car parking service.
- (ii) if the injury, loss or damage was caused as a result of the **theft** of **your car**.
- (iii) by reason of the person driving not having a driving licence, if you had no knowledge of such deficiency.

- (2) Any liability **you** have agreed to accept to the extent **you** would have had if that agreement did not exist.
- (3) (a) loss or destruction of, or damage to, any property or associated loss or expense, or any other loss,  
or  
(b) any legal liability that is directly or indirectly caused by, contributed to by or arising from:
  - (i) ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
  - (ii) the radioactive, toxic explosive or hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- (4) Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event:
  - (a) war, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion, assuming the proportions of or amounting to an uprising, military or usurped power.
  - (b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above.  
except to the extent that it is necessary to meet the requirements of the **Road Traffic Acts**.
- (5) Any accident, injury, loss or damage if **your car** is registered outside Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.
- (6) any deliberate or reckless act, caused by **you** or any person entitled to drive.

# General Conditions

## General conditions apply to the whole of your policy

### Claims procedure

- (1) You must report any accident, injury, loss or damage to us as soon as possible so we can tell you what to do next and help resolve any claim.

If you receive any contact from another party in relation to your claim, please re-direct this to us and we will manage it on your behalf.

You or anyone acting on your behalf must also let us know immediately if anyone insured under this policy is to be prosecuted as a result of an incident or if there is to be an inquest or a fatal accident inquiry.

- (2) You or anyone else claiming under this policy, must not admit to any claim, promise any payment or refuse any claim without our written consent.

If we want to, we can take over and conduct in your name or that of the person claiming under the policy the defence or settlement of any claim or take proceedings for our own benefit to recover any payment we have made under this policy.

We shall have full discretion in the conduct of any proceedings or the settlement of any claim. The person who is seeking payment under this policy shall give us all the relevant information, documents and assistance we require to enable any claim to be validated for us to achieve a settlement or pursue a recovery.

**Below are some examples of what we may request. However, we may also ask for other information, documents and assistance relevant to your claim**

Information	Documents	Assistance
<ul style="list-style-type: none"><li>▪ Details of third parties and witnesses</li><li>▪ Statement of events relating to your claim</li><li>▪ Sketch or photograph of the accident scene</li><li>▪ Correspondence received from another party (including court papers)</li></ul>	<ul style="list-style-type: none"><li>▪ Driving licence</li><li>▪ Proof of identity and address</li><li>▪ Vehicle documentation such as V5, MOT and proof of purchase</li><li>▪ Receipts and invoices</li><li>▪ Finance documents</li></ul>	<ul style="list-style-type: none"><li>▪ Attendance at court</li><li>▪ Meetings with solicitors or us</li></ul>

- (3) You must notify the Police as soon as reasonably possible if your car is lost, stolen or broken into.

### Cancelling this policy

There are no statutory cancellation rights under this policy.

## **Other insurance**

- (4) If at the time of any claim arising under this policy there is any other insurance policy covering the same loss, damage or liability, **we** will only pay our share of the claim. This condition does not apply to personal accident benefits under Section 3, which will be paid as indicated under that section. This provision will not place any obligation upon **us** to accept any liability under Section 2 – Your liability which **we** would otherwise be entitled to exclude under Exclusion 1 to Section 2.

## **Your duty to prevent loss or damage**

- (5) You shall at all times take all reasonable steps to safeguard **your car** from loss or damage.

You shall maintain **Your car** in a roadworthy condition.

You will allow **us** to have free access to examine **your car** at all times.

## **Your duty to comply with policy conditions**

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

## **Fraud**

- (7) If your claim is in any way dishonest or exaggerated **we** will not pay any benefit under this policy. **We** may also take legal action against **you**.

## **Payments made under compulsory insurance regulations and rights of recovery**

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

## **Direct right of access**

- (9) Third parties may contact **us** directly in the event of accident, loss or damage as allowed under the European Communities (Rights Against Insurers) Regulations 2002. In these circumstances **we** may deal with any claim, subject to the terms and conditions of your policy.

## **Car sharing and insurance**

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

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

## **Important**

- (11) If your car is used under a car sharing agreement and there is any doubt as to whether this arrangement is covered by the terms of your policy you should immediately contact your insurance adviser for confirmation.

## **Important Notice – Information we need to know about**

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

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

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

# Complaints Procedure

## Our Promise of Service

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

## What will happen if you complain

**We** will acknowledge your complaint promptly.

**We** aim to resolve all complaints as quickly as possible.

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

## What to do if you are unhappy

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

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

The Financial Ombudsman Service

Exchange Tower

London

E14 9SR

Telephone:

0800 023 4567 (calls from UK landlines and mobiles are free) or

0300 123 9123

Or simply log on to their website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

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

# Important Information

## Who provides Porsche Car Insurance?

Porsche Insurance is a trading name of Volkswagen Financial Services (UK) Limited (VWFS), registered in England and Wales No. 2835230 (registered office: Brunswick Court, Yeomans Drive, Blakelands, Milton Keynes, MK14 5LR). VWFS is authorised and regulated by the Financial Conduct Authority (FCA), registration number 311988.

Porsche Car Insurance is sold and administered by Carbon Insurance Brokers, a trading name of Lawshield UK Limited, registered in England and Wales No. 3360532 (registered office: 850 Ibis Court, Lakeside Drive, Centre Park, Warrington, WA1 1RL). Lawshield UK Limited is authorised and regulated by the FCA, registration number 306793.

Porsche Car Insurance is underwritten by Aviva Insurance Limited, registered in Scotland No. 2116 (registered office: Pitheavlis, Perth, PH2 0NH). Aviva Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, with Firm Reference Number 202153.

Authorisation details can be checked by visiting the FCA's website [www.register.fca.org.uk](http://www.register.fca.org.uk) or by contacting the FCA on 0800 111 6768.

Volkswagen Financial Services (UK) Limited, Lawshield UK Limited and Aviva Insurance Limited are not part of the same corporate group.

## Getting in touch

You can contact us at:

Porsche Car Insurance  
850 Ibis Court,  
Lakeside Drive,  
Centre Park,  
Warrington,  
WA1 1RL

By telephone: 0333 043 3786

By email: [customersupport@insurewithporsche.co.uk](mailto:customersupport@insurewithporsche.co.uk)

## Customers with disabilities

This policy and other associated documentation are also available in large print, audio and Braille. If you require any of these formats please contact your insurance adviser.



## **24-hour claims helpline: 0333 043 3786**

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