

BENTLEY MOTORS LIMITED  
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[WWW.BENTLEYMOTORS.COM](http://WWW.BENTLEYMOTORS.COM)



**BENTLEY**

BENTLEY HERITAGE MOTOR INSURANCE  
YOUR POLICY BOOKLET



## Contents

Welcome	3	SECTION 4: Additional covers	17
Important information about your policy	4	– Emergency treatment	17
How to make a claim	5	– Medical expenses	17
How to access breakdown and accident assistance	5	– Property damage	17
Important information	6	– Travelling abroad	17
Your Bentley Heritage Motor Insurance policy	7	– Personal accident cover	17
Policy definitions	9	Exclusions to Section 3 and Section 4	18
Summary of cover	11	Policy Conditions	19
SECTION 1: Vehicle physical damage and theft cover	12	Policy Exclusions	23
SECTION 2: Additional vehicle covers	14	Complaints Procedure	25
– Glass cover	14	UK and European Breakdown and Accident Assistance Cover	26
– Document protection cover and diminution in value	14	SECTION 5: UK Breakdown and Accident Assistance Cover	27
– Event cancellation	14	SECTION 6: European Breakdown and Accident Assistance Cover	29
– Track cover	14	Conditions applying to Section 5 and Section 6	30
– Lock replacement	15	Exclusions to Section 5 and Section 6	31
– Personal effects	15	How we handle complaints	33
– Vehicle accessories and spare parts	15	SECTION 7: Bentley Motor Legal Expenses	34
– Travelling abroad	15	Legal Expenses Complaints Procedure	42
SECTION 3: Vehicle third party liability cover	16	Privacy Notices	43



# Welcome

Your Bentley Heritage Motor is a cherished possession. So, make sure it is fully protected by the people who understand your needs better than anyone – Bentley.

Because we know that it is not just about getting your car back on the road, it is about maintaining what is Heritage about your Bentley. Our exclusive Bentley Heritage Motor Insurance is specially designed to take care of every detail and to deliver complete peace of mind.

- We offer a remarkable combination of cover and service, carefully designed with you and your Bentley Heritage Motor in mind.
- With our agreed value cover, you will always receive the full **sum insured** with no **excess**, not a depreciated 'market value'.
- We understand replacing your Bentley Heritage Motor may not always be an option, so we pay up to 125% of the agreed value to restore it back to the same condition before the covered accident (up to £100,000 above the agreed value), giving you the choice to either replace or restore.
- We value your time. We aim to respond to claims within 24 hours and issue payment within 48 hours of approval, ensuring you have what you need, when you need it.

Bentley Heritage Motor Insurance gives you access to a network of **Bentley Recommended Repairers** with highly trained Technicians, and Bentley Genuine Parts and Paints where available, to ensure you receive the best protection and attention to detail. We also work with you if you already have a preferred workshop that you use.

All drivers 30 years of age and over are automatically covered, with no need for named drivers, and with the added benefit from UK and European breakdown cover with HomeStart included. This policy document lays out the full scope of cover, so please take the time to read it through.

## IMPORTANT

Please report all incidents by calling us on **0333 043 1280** so we can tell you what to do next and help resolve any claim.



## Important information about your policy

### Who provides Bentley Heritage Motor Insurance?

Bentley Insurance Services 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.

Bentley Heritage Motor Insurance is sold and administered by Bentley 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.

Bentley Heritage Motor Insurance is underwritten by Chubb European Group SE.

Chubb European Group SE (CEG) is a Societas Europaea, a public company registered in accordance with the corporate law of the European Union. Members' liability is limited. CEG is headquartered in France and governed by the provisions of the French insurance code. Risks falling within the European Economic Area are underwritten by CEG, which is authorised and regulated by the French Prudential Supervision and Resolution Authority (4 Place de Budapest, CS 92459, 75436 Paris Cedex 09, France). Registered company number: 450 327 374 RCS Nanterre. Registered office: La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie, France.

Fully paid share capital of €896,176,662.

CEG's UK branch is registered in England and Wales. UK Establishment address: 40 Leadenhall Street, London, EC3A 2BJ. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request.

Authorisation can be found on the Financial Conduct Authority website (FS Register number 820988).

Volkswagen Financial Services (UK) Limited, Lawshield UK Limited and Chubb European Group SE are not part of the same corporate group.

### Getting in touch

You can contact us at:

Bentley Heritage Motor Insurance  
1210 Centre Park Square  
Warrington WA1 1RU

Phone: 0333 043 1280

Email: [customersupport@insurewithBentley.co.uk](mailto:customersupport@insurewithBentley.co.uk)

### Customers with disabilities

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

## How to make a claim

### Call the 24-hour claims helpline on 0333 043 1280

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

If **you** need to make a claim outside of the UK, please call the 24-hour European claims helpline on +44 (0)1925 428846.

**We** will look after **you** throughout **your** entire claim, liaising with any third parties and Bentley Heritage Motor Recommended Repairers.

For **your** peace of mind labour and Bentley Genuine Parts are covered by a two-year warranty (excluding wear and tear), on repairs carried out on **your** Bentley by Bentley Heritage Motor Recommended Repairers.

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 to a destination of your choice within the territorial limits.

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

## How to access breakdown & accident assistance

### Making a UK or European breakdown and accident assistance cover claim

European Motor Assistance Cover is provided by ARAG: ARAG plc, 9 Whiteladies Road, Clifton, Bristol, England, BS8 1NN, a company registered in England and Wales with company number 2585818. It is underwritten by ARAG Legal Expenses Insurance Company Limited, a company registered in England and Wales with company number 103274. Through our partner, ARAG, **you** have access to a 24-hour helpline.

In the event of a motor vehicle **breakdown**, call ARAG on:

(Calling from inside the UK): 0333 000 3257

(Calling from outside the UK): +44 333 000 3256

Please provide the following information:

- Registration number of the **covered vehicle**
- The make, model and colour of the **covered vehicle**
- Nature of the **breakdown** and location of the **covered vehicle**
- If the **covered vehicle** is fitted with alloy wheels.

A **breakdown** assistance operator will arrange for a **recovery operator** to come to the **covered person's** assistance as quickly as possible.



## 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 policy schedule**).

This will enable **your** Incident Manager to find **your** records quickly and provide the level of service that **you** expect.

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

### Useful phone numbers

For general policy enquiries, to make an amendment to **your** policy, or to make a claim, please call: 0333 043 1280.

For **our** joint protection, phone calls may be recorded for training and monitoring purposes.



## Your Bentley Heritage Motor Insurance policy

Wherever words or phrases appear in bold in this policy booklet, they will have the meanings described in the policy definitions section starting on page 9, 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 policy schedule** shows the level of cover **you** have chosen.

This is **your policy** booklet which should be read alongside **your** most recent **policy schedule**, **Certificate of Insurance**, any **Amendment to cover notices** and any **Endorsements**. Together they form the contract between **you** and **us**. They explain in detail the covers as well as any conditions **you** must comply with. Please take the time to read and understand the documentation. If there is anything that needs clarifying, please contact **us**.

**Your policy** booklet details all the covers available when **you** purchase a Bentley Heritage Motor Insurance **policy** from **us**. **You** may not have all the covers available; **your policy schedule** and **Certificate of Insurance** will show **you** which covers **we** are providing and the sums insured where appropriate.

At renewal of **your policy**, **you** will be provided with an updated **policy schedule** and **Certificate of Insurance**. If there have been any changes to the cover provided under **your policy**, **you** will receive either an **amendment to cover notice** or a new **policy** booklet. **You** are advised to keep **your policy schedule**, **policy** booklet, **Certificate of Insurance**, **amendment to cover notices** and **Endorsements** in a safe place.

### Use of language

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

### Choice of law

**You** and **we** are free to choose the law applicable to this **policy**. **We** propose to apply the laws of England and Wales unless, at the effective date of the **policy**, the **policy** covers **vehicles** registered in the Crown dependencies of Jersey, Guernsey or the Isle of Man, in which case the law of the respective Crown dependency will apply to those. By taking out this **policy** **you** have agreed to this.

### Your cancellation rights

**You** have a statutory right to cancel **your** policy within 14 days from the day of purchase or renewal of the contract or the day on which **you** receive the policy or renewal documentation, whichever is the later. If **you** wish to cancel and the insurance cover has not yet commenced, **you** will be entitled to a full refund of the premium paid.

Alternatively, if **you** wish to cancel and the insurance cover has already commenced, **you** will be entitled to a refund of the premium paid, less a proportionate deduction for the time **we** have provided cover. After the 14-day period, a cancellation fee of £20 applies and will be deducted from any refund amount. To cancel, please contact **us**.

If **you** do not exercise **your** right to cancel your policy, it will remain in force and **you** will be required to pay the premium. For **your** cancellation rights outside the statutory cooling off period, please refer to the Policy conditions section of this policy booklet.

### Making a complaint

**We** aim to provide customers with the highest possible level of service at all times. If **you** are unhappy with the service provided for any reason or have cause for complaint, please, in the first instance, contact us on 0333 043 1280.

Full details of our complaints procedure can be found on page 25.

### 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 by writing to Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY.

### Phone 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 phone calls may be recorded and/or monitored.

## Your Bentley Heritage Motor Insurance policy

### Data protection notice

**We** use personal information which **you** supply to us in order to write and administer this **policy**, including any claims arising from it. This information will include basic contact details such as **your** name, address, and **policy** number, but may also include more detailed information about **you** (for example, **your** age, health, details of assets, claims history) where this is relevant to the risk **we** are insuring or to a claim **you** are reporting.

The underwriter of Bentley Heritage Motor Insurance, Chubb, **are** part of a global group, and your personal information may be shared with Chubb's group companies in other countries, as required to provide **your policy** or to store **your** information. **We** also use a number of service providers, including a credit reference agency, who will also have access to **your** personal information subject to our instructions and control. The agency records **our** enquiries **but** your credit rating is not affected.

**You** have a number of rights in relation to **your** personal information, including rights of access and, in certain circumstances, erasure.

This section represents a condensed explanation of how **we** use **your** personal information. For more information, **we** strongly recommend **you** read Chubb's user-friendly Master Privacy Policy, available here: <https://www2.chubb.com/uk-en/footer/privacy-policy.aspx>.

**You** can ask us for a paper copy of the Privacy Policy at any time, by contacting **us** at: [dataprotectionoffice.europe@chubb.com](mailto:dataprotectionoffice.europe@chubb.com)

### 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 contact **us** 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 insurance** or on **your policy schedule**. **You** must also contact **us** 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 **us**.

When **we** are informed of a change, **we** will tell **you** 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**.

An administration fee of £15 applies for any amendments once the policy has been inception.

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
- **We** may revise the premium and/or change the compulsory **excess**; or
- The extent of the cover may be affected.



## Policy definitions

### Agreement

We agree to provide the insurance described in this **policy** in return for **your premium** and compliance with all the **policy** conditions.

### Policy definitions

In this **policy**, words have their plain English meaning. Throughout the **policy**, defined terms will be capitalised, and bold.

**AGREED MILEAGE** means the maximum mileage shown in **YOUR** most recent **POLICY SCHEDULE** that the **VEHICLE** may be driven within the **POLICY PERIOD**.

**AGREED VALUE** means the amount of cover for **YOUR VEHICLE** shown in **YOUR POLICY SCHEDULE**.

**AMENDMENT TO COVER NOTICE** means the most recent document of this name issued by **US** to **YOU**.

**BODILY INJURY** means physical bodily harm, including sickness or disease that results from it, and required care, loss of service and resulting death.

**BRITISH ISLES** means Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

**BUSINESS** means any full or part-time employment, trade, occupation, profession, or a farm operation which includes the raising or care of animals.

**CERTIFICATE OF INSURANCE** means 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 INSURANCE** does not show the cover provided.

**COMPREHENSIVE VEHICLE COVER** means **VEHICLE** physical damage and **THEFT** cover and **VEHICLE** third party liability cover.

**CONTENTS** means unspecified personal property owned by **YOU** or for which **YOU** are legally responsible.

**COVERED PERSON** means any permitted user legally entitled to drive in accordance with the **CERTIFICATE OF INSURANCE**.

**COVERED VEHICLE** means:

- Any **VEHICLE** described in **YOUR POLICY SCHEDULE** for which a **CERTIFICATE OF INSURANCE** has been issued and which bears the registration mark of that **VEHICLE** and which belongs to **YOU** or is under a hire purchase agreement or is leased to **YOU**
- Any trailer or caravan **YOU** own whilst attached to a **COVERED VEHICLE**.

**DAMAGES** means the sum that is paid or is payable to satisfy a claim settled by **US** or resolved by judicial procedure or by a compromise **WE** agree to in writing.

**DECLARED GARAGING ADDRESS** means the address shown on **YOUR** proposal form or your statement of fact showing where **YOUR VEHICLE** is kept.

**DRIVER** means any permitted user legally entitled to drive in accordance with the **CERTIFICATE OF INSURANCE**.

**ENDORSEMENT** means a written modification to this **POLICY** issued by **US** to you.

**EXCESS** means the amount **WE** will subtract from any covered loss **WE** pay.

**FAMILY MEMBER** means any member of **YOUR** household residing with **YOU**.

**INTOXICATION** means having a blood alcohol level exceeding the prescribed limit as decreed by the Road Traffic Act or local jurisdiction, or being under the influence of any illegal substance.

**LOSS OF LIMB** means severance at or above the wrist or ankle, or the total and permanent loss of use of a hand, arm, foot or leg.

**MEDICAL EXPENSES** means reasonable charges for first aid, medical, funeral, surgical, x-ray, dental, ambulance, hospital, rehabilitation, professional nursing services, and prosthetic devices.

**OCCURRENCE** means any loss or accident to which this insurance applies which first occurs within the **POLICY PERIOD**. Continuous or repeated exposure to substantially the same general conditions, unless excluded, is considered to be one **OCCURRENCE**.

**PHYSICIAN** means a person who is licensed as a medical doctor or a doctor of osteopathy under the laws of the jurisdiction in which treatment is given to a patient and who is qualified to give such medical treatment. A **PHYSICIAN** does not include **YOU** or a **FAMILY MEMBER**.

## Policy definitions

**POLICY** means **YOUR** entire Bentley Heritage Motor Insurance **POLICY**, including the **POLICY SCHEDULE**, the **CERTIFICATE OF INSURANCE**, **AMENDMENT TO COVER NOTICE** and **ENDORSEMENTS**.

**POLICY PERIOD** means the effective dates of this **POLICY** as shown in the **POLICY SCHEDULE**.  
The effective date begins at the time shown on the **CERTIFICATE OF INSURANCE** and ends at 00.01 GMT, or BST if that applies, at the mailing address shown.

**POLICY SCHEDULE** means the most recent **POLICY SCHEDULE WE** issued to **YOU**.

**BENTLEY RECOMMENDED REPAIRER** means a facility approved by Bentley for the repair, damage assessment and/or storage of **YOUR CAR**.

A **BENTLEY RECOMMENDED REPAIRER** must consistently maintain their compliance with the required training, tooling and equipment standards as well as adhering to the repair processes as set out by Bentley AG for the repair of its vehicles. All of the repair facilities are independently audited and continuously monitored for compliance to the Bentley Body and Paint Operating Standards by Bentley Cars Great Britain.

**PROPERTY DAMAGE** means physical injury to, or destruction of, tangible property, including the loss of its use.

**SUM INSURED** means the **SUM INSURED** for **YOUR CAR(S)** as shown in **YOUR POLICY SCHEDULE**. **YOU** agree that **WE** may change the **SUM INSURED** when the **POLICY** is renewed to reflect current costs and values.

**TERRITORIAL LIMITS** means the United Kingdom, Isle of Man, Channel Islands, any member of the European Union, Andorra, Gibraltar, Iceland, Liechtenstein, Monaco, Norway, San Marino, and Switzerland; or in transit by rail, sea, land (not under the vehicle's own power) or air to or from any countries listed in the **TERRITORIAL LIMITS**.

**THEFT** means **THEFT**, attempted **THEFT** or taking your car without your consent.

**VEHICLE** means:

- Any **VEHICLE** described in **YOUR POLICY SCHEDULE** for which a **CERTIFICATE OF INSURANCE** has been issued and which bears the registration mark of that **VEHICLE** and which belongs to **YOU** or is under a hire purchase agreement or is leased to **YOU**
- Any other car **YOU** are driving 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 INSURANCE** indicates that **YOU** can drive such a car.

**WE, OUR AND US** means Bentley Insurance Brokers, a trading name of Lawshield UK Limited, and Chubb European Group SE or any other member insurer of the Chubb Group of Companies.

**YOU AND YOUR** means the person named in the **POLICY SCHEDULE** and a spouse or partner who permanently resides with that person.

## Summary of cover

	Cover	Comprehensive	Page
Section 1	Vehicle physical damage and theft cover	✓	12
	Damage or theft in transit	✓	12
	Agreed value	✓	12
	Extended reinstatement value cover	✓	12
	Total loss: customer can retain salvage and nil excess where vehicle value is £250k or less	✓ (Where ABI code of practice allows)	12
	Partial loss resulting in diminution in value	✓	13
	Bentley Genuine Parts – where available	✓ (In Bentley Heritage Motor repair network)	13
Section 2	Document protection cover and diminution in value	✓	14
	Track cover	✓	14
	Loss of use	✓	15
	Personal effects	✓	15
	Accessories and spare parts	✓	15
	Travelling abroad	✓	15
Section 3	Vehicle third party liability	✓	16
	Driver damages and defence	✓	16
	Legal costs	✓	16
	Bail bonds	✓	16

	Cover	Comprehensive	Page
Section 4	Emergency treatment	✓	17
	Medical expenses	✓	17
	Personal accident	✓	17
Section 5	UK Breakdown and Accident Assistance Cover	✓	27
	Vehicle recovery in the event of an accident or fire	✓	27
	Emergency overnight accommodation	✓	27
	Misfuelling	✓	28
Section 6	European Breakdown and Accident Assistance Cover	✓	29
	Vehicle recovery in the event of an accident or fire	✓	29
	Shipping of spare parts	✓	29
	Alternative travel abroad	✓	29
	Emergency overnight accommodation abroad	✓	29
Section 7	Repatriation service	✓	29
	Legal expenses cover	✓	34



## Section 1: Vehicle physical damage and theft cover

This part of **YOUR POLICY** together with **YOUR POLICY SCHEDULE** and **CERTIFICATE OF INSURANCE** forms **YOUR VEHICLE** physical damage and **THEFT** cover. **VEHICLE** physical damage and **THEFT** cover provides cover for all risks of physical loss to **YOUR VEHICLE** occurring anywhere within the **BRITISH ISLES**, whilst in transit by rail, water, sea, land (not under the **VEHICLE'S** own power) or air to or from the **BRITISH ISLES** and the Republic of Ireland, unless stated otherwise in **YOUR POLICY** or an exclusion applies.

### How we will pay your claim

#### Amount of cover

The amount of cover for each **VEHICLE** is shown in **YOUR POLICY SCHEDULE**.

**AGREED VALUE** means the amount of cover for **YOUR VEHICLE** shown in **YOUR POLICY SCHEDULE**.

#### Extended reinstatement value cover

However, if the cost of reinstating **YOUR VEHICLE** shown in **YOUR POLICY SCHEDULE** exceeds the **SUM INSURED** shown in **YOUR POLICY SCHEDULE** for **YOUR VEHICLE** which is the subject of the claim; and

**YOUR VEHICLE** shown in **YOUR POLICY SCHEDULE** is more than 20 years old;

**WE** are prepared to pay an additional amount of up to 25% of the **SUM INSURED** for **YOUR VEHICLE** or an additional maximum of £100,000, whichever is the lesser amount, if required, if **YOU** want to reinstate **YOUR VEHICLE** to the same condition immediately prior to the covered loss. In this event **OUR** payments will be made only upon presentation of reinstatement invoices agreed by **US** for **YOUR VEHICLE**. In no event will **WE** provide any cash payments.

#### Excess

The **EXCESS** shown in **YOUR POLICY SCHEDULE** applies to each and every covered loss, unless stated otherwise.

If a covered loss involves two or more **VEHICLES** covered under this **POLICY**, in the same **OCCURRENCE**, the highest **EXCESS** will apply once to the loss.

If a covered loss involves both:

- A **VEHICLE** covered under this part of **YOUR POLICY**
- **CONTENTS** covered under any part of this **POLICY** or any other Chubb **POLICY**

and an **EXCESS** would apply to both losses in the same **OCCURRENCE**, the highest **EXCESS** will apply once to the loss.

**YOUR EXCESS** will not apply if **YOUR VEHICLE** is:

- A total loss
- Locked in **YOUR DECLARED GARAGING ADDRESS** at the time of the covered **THEFT** or attempted **THEFT** loss
- In the care of a garage or similar motor trade organisation for servicing, restoration or repair

- In the care of a hotel or restaurant valet service for the purpose of parking.

#### Payment basis

For a covered loss to a **VEHICLE**, **WE** will pay as follows:

#### Total loss

If the **VEHICLE** is stolen or totally destroyed, **WE** will pay up to the amount of cover shown in **YOUR POLICY SCHEDULE**. However, **WE** will reduce **OUR** payment by any amount paid for a previous loss to that **VEHICLE** if the damage was not repaired.

A **VEHICLE** is considered totally destroyed when the salvage value plus the repair costs (labour and parts of like kind and quality without deduction for depreciation necessary to repair the **VEHICLE**) are equal to or greater than the amount of cover for the **VEHICLE** as shown in **YOUR POLICY SCHEDULE**. The salvage value will be determined by us in accordance with the ABI Code of Practice for the Disposal of Motor **VEHICLE** Salvage. Provided legislation and the ABI Code of Practice for the Disposal of Motor **VEHICLE** Salvage allows, when **WE** pay for a total loss **YOU** have the option to keep the salvage of **YOUR VEHICLE** at no cost to **YOU**. This applies to the **VEHICLE(S)** listed on **YOUR POLICY SCHEDULE** with a value of £250,000 or less. When **WE** pay for a total loss,

## Section 1: Vehicle physical damage and theft cover



for **VEHICLE(S)** listed on **YOUR POLICY SCHEDULE** with a value over £250,000, the salvage becomes **OUR** property. **YOU** will have the option to purchase the salvage from **US**.

A **VEHICLE** is considered stolen when the entire **VEHICLE** is stolen and not recovered within 30 days. If a stolen **VEHICLE** is recovered, **WE** may return it to **YOU** at the address shown in **YOUR POLICY SCHEDULE**. If **WE** return a stolen **VEHICLE**, we will pay for any covered damage resulting from the **THEFT**.

When **WE** pay for a Total loss, **WE** will deduct from the amount payable to **YOU** any amount required to be paid to discharge any outstanding finance agreement associated with the **VEHICLE**.

### Partial loss for vehicles resulting diminution in value

If the **VEHICLE** is partially damaged, **WE** will pay the amount required to repair or replace, whichever is less, the damaged part(s), up to the amount of cover for each **OCCURRENCE**. **WE** will make deductions for depreciation and normal wear and tear, when applicable.

If the **VEHICLE** is being repaired in the Bentley Heritage Motor Repair Network **WE** will use Bentley Genuine Parts where available. If Bentley Genuine Parts are not available, we may replace the damaged part(s) with suitable part(s) or accessories which are not supplied by Bentley.

**WE** will not be liable for any betterment which improves the **VEHICLE** beyond its condition before the covered loss occurred. **WE** have access to Bentley Heritage Motor Repairers and other expert repairers who provide a fast and efficient repair service. However, should **YOU** wish to use **YOUR** own nominated repairer, **YOU** may do so.

No repairs can commence without our prior approval.

However, if because of the repair following a covered partial loss, the **AGREED VALUE** of the **VEHICLE** is less than it was before the covered partial loss, **WE** will pay for diminution in value. The maximum amount **WE** will pay is up to 20% of the **SUM INSURED** for that **VEHICLE**, or the cost of the repair following the covered partial loss, or £500,000, whichever is less. This Payment basis is subject to the **VEHICLE** having been professionally valued or purchased within the 24 months prior to the covered partial loss.

## Section 2: Additional vehicle covers

These covers are included in **YOUR VEHICLE** physical damage and **THEFT** cover and are in addition to the **SUM INSURED** for **YOUR VEHICLE** unless stated otherwise in **YOUR POLICY** or an exclusion applies. If **VEHICLE** physical damage and **THEFT** cover applies to any **VEHICLE** named in **YOUR POLICY SCHEDULE**, the same **EXCESS** also applies to the covers unless stated otherwise.

### Glass cover

**WE** provide window and sunroof glass replacement in the event of a covered loss to a **VEHICLE**. An **EXCESS** of £100 applies to this cover. If the window and/or sunroof are repaired, there is no **EXCESS**.

### Document protection cover and diminution in value

**WE** will pay the lesser of up to either 5% of the **VEHICLE SUM INSURED** or £50,000 for a reduction in the **AGREED VALUE** of the **VEHICLE** following a covered loss of or damage to motor **VEHICLE** documents.

This cover is subject to the **VEHICLE** having been professionally valued or purchased within the 24 months prior to the covered loss of or damage to motor **VEHICLE** documents.

**WE** will also pay up to £5,000 for the costs to replace or repair motor **VEHICLE** documents lost or damaged in a covered loss.

In this Document protection cover and diminution in value section, motor **VEHICLE** documents means the following documents related to a **VEHICLE** listed on **YOUR POLICY SCHEDULE**:

Ministry of Transport test certificate(s), registered keeper log book(s), vehicle maintenance and service history, paper tax discs, certificate of authenticity, photographs, bills of sale, or owner manuals.

### Event cancellation

**WE** will pay **YOU** up to a total of £5,000 per **POLICY PERIOD** for irrecoverable costs and expenses **YOU** have incurred or are directly responsible for if **YOU** are unable to attend an organised event as a direct result of a covered loss to a **VEHICLE** listed in **YOUR POLICY SCHEDULE** that **YOU** had planned to exhibit or display at an organised event.

In this Event cancellation section, costs and expenses means charges and fees paid to exhibit or display a **VEHICLE** listed in **YOUR POLICY SCHEDULE** at an organised event.

In this Event cancellation section, organised event means an event where cars are displayed, exhibited or available for purchase, that is not organised by **YOU**, a **FAMILY MEMBER** or a **COVERED PERSON**.

### Track cover

The **COVERED PERSON**, as shown on the Certificate of Motor Insurance, may use a **COVERED VEHICLE** no more than three times in any single **POLICY PERIOD** on a race track or circuit in Great Britain, Northern Ireland, the Isle of Man and the islands of Guernsey, Jersey and Alderney, provided that there is no involvement in racing, pacemaking, or being in any contest, speed trial, or any rigorous reliability testing on **YOUR VEHICLE**.

In the event of a claim under the **VEHICLE** physical damage and **THEFT** cover part of the **COMPREHENSIVE VEHICLE COVER** section of **YOUR POLICY** arising from that use, **WE** will deduct 10% of the **COVERED VEHICLE** value shown on **YOUR POLICY SCHEDULE** from the amount that **WE** will pay.

If **YOUR COVERED VEHICLE** is considered to be a total loss arising from that use, and **YOU** wish to retain the salvage, the 10% deduction will not apply, but **WE** will deduct 30% of the **AGREED VALUE** of the **COVERED VEHICLE** (**AGREED VALUE** immediately prior to an incident resulting in the total loss of **YOUR COVERED VEHICLE**) from the amount that **WE** pay **YOU** for the claim.



## Section 2: Additional vehicle covers

In addition to the **POLICY** exclusions, the following additional exclusions apply to this cover:

- Any diminution in value of **YOUR VEHICLE** as a result of any covered loss whilst **YOUR VEHICLE** is being driven on a race track or circuit
- The cost of towing **YOUR VEHICLE** from any grass areas, gravel traps, or off track area
- Any loss or damage caused as a result of towing, craning or recovery of **YOUR VEHICLE** the cost of recovery of **YOUR VEHICLE** to a repairer.

### Lock replacement

If the key(s) to **YOUR VEHICLE**, ignition, alarm, immobiliser, steering lock or garage door opener is lost or stolen, **WE** will pay the cost of replacing the locks. There is no **EXCESS** for this cover.

### Permanent sound and visual equipment

In the event of a covered loss, **WE** cover sound reproducing, receiving, and transmitting equipment that is permanently installed or is removable from a housing unit permanently installed in a **VEHICLE**. This includes radios, tape players, citizen band radios, compact disc players, DVD or video players, permanently installed car telephones, scanning monitors, televisions, vehicle global positioning systems and any other similar equipment, including their accessories and antennas. This equipment must be:

- Designed to be solely operated by use of the power from the electrical system of the **VEHICLE**
- In or on the **VEHICLE** at the time of the loss.

These payments do not increase the amount of cover for **YOUR VEHICLE**.

### Loss of use expenses

**WE** provide the following reasonable additional expenses **YOU** incur as a result of the covered loss:

- Emergency transportation expenses up to a maximum of £100
- Meals, lodging and telephone expenses if **YOU** are more than 50 miles from **YOUR** nearest residence up to a maximum of £250.

There is no **EXCESS** for this cover.

### Personal effects

**WE** will pay up to £1,000 for **CONTENTS** in or on **YOUR VEHICLE** if they are lost or damaged due to an accident, fire, **THEFT** or attempted **THEFT**. But **WE** do not provide this cover if the claim is a covered loss under any other Chubb policy.

### Vehicle accessories and spare parts

**WE** will pay up to £5,000 for **YOUR VEHICLE'S** tools, accessories and spare parts which are fitted into or onto the **VEHICLE** or which are kept at **YOUR** residence shown in **YOUR POLICY SCHEDULE**.

### Travelling abroad

**YOUR CERTIFICATE OF INSURANCE** should provide sufficient evidence that the laws of the compulsory insurance of motor vehicles within the **TERRITORIAL LIMITS** are complied with, however, there is no cover provided in those countries outside of the **TERRITORIAL LIMITS**.

### Reward

**WE** will pay up to a maximum of £10,000 to any person or organisation for information leading to the arrest and conviction of any person(s) who committed an illegal act which resulted in a covered loss.

The following are not eligible to receive this reward payment: **YOU**, a **FAMILY MEMBER**, or the police.

## Section 3: Vehicle third party liability cover

This part of **YOUR POLICY**, together with **YOUR POLICY SCHEDULE** and **CERTIFICATE OF INSURANCE** forms **YOUR VEHICLE** third party liability cover. It provides **YOU** with liability cover from a **VEHICLE** accident occurring anywhere within the **BRITISH ISLES** and the **TERRITORIAL LIMITS**, unless stated otherwise in **YOUR POLICY** or an exclusion applies.

### How we will pay your claim

#### Amount of cover

The **SUM INSURED** for **VEHICLE** third party liability for **PROPERTY DAMAGE** is £20,000,000. There is an unlimited **SUM INSURED** for **VEHICLE** third party liability for **BODILY INJURY**, unless stated otherwise. **WE** will pay for **DAMAGES** subject to the applicable **SUM INSURED**, from any one **OCCURRENCE**, regardless of how many claims, vehicles, or people are involved in the **OCCURRENCE**.

#### Damages and defence cover

**WE** cover **DAMAGES** a **DRIVER** is legally obligated to pay for **BODILY INJURY**, or **PROPERTY DAMAGE** up to the amount shown in **YOUR POLICY SCHEDULE** for any one **OCCURRENCE**, arising from the ownership, maintenance, or use of a **COVERED VEHICLE** or **VEHICLE** which takes place anytime during the **POLICY PERIOD** within the **BRITISH ISLES** and the **TERRITORIAL LIMITS** and are caused by an **OCCURRENCE** unless stated otherwise or an exclusion applies.

**WE** will defend a **DRIVER** against any legal action seeking **DAMAGES** for **BODILY INJURY** or **PROPERTY DAMAGE**. **WE** will provide this defence at **OUR** own expense, with counsel of **OUR** choice, even if the legal action is groundless, false or fraudulent.

**WE** may investigate, negotiate, and settle any such claim or suit at **OUR** discretion.

As part of **OUR** investigation, defence negotiation, or settlement **WE** will pay:

- All expenses incurred by **US**
- All costs taxed against a **DRIVER**
- All interest accruing after a judgement is entered in a suit **WE** defend on only that part of the judgement **WE** are responsible for paying. **WE** will not pay interest accruing after **WE** have paid the judgement
- All earnings lost by each **DRIVER** at **OUR** request, up to £250 a day, to a total of £10,000
- Other reasonable expenses incurred by a **DRIVER** at **OUR** request
- The cost of all bail bonds required of a **DRIVER** because of a covered loss.

In jurisdictions where **WE** may be prevented by local law from carrying out this cover, **WE** will pay only those defence expenses that **WE** agree in writing to pay and that are incurred by expenses that **WE** agree in writing to pay and that are incurred by **YOU**.



## Section 4: Additional covers

These covers are included in **YOUR VEHICLE** third party liability cover and are in addition to **DAMAGES** and Defence cover unless stated otherwise in **YOUR POLICY** or an exclusion applies.

### Emergency treatment

**WE** will reimburse any **DRIVER** using any **VEHICLE** which is shown in **YOUR POLICY SCHEDULE** for payment made under the Road Traffic Act for Emergency treatment.

### Medical expenses

**WE** will pay the necessary **MEDICAL EXPENSES**, up to a total of £250 for **MEDICAL EXPENSES** incurred or medically ascertained within three years of an accident. But the expenses must be for **BODILY INJURY** to:

- Any **DRIVER** while occupying a **COVERED VEHICLE**, or any other **VEHICLE** operated lawfully by **YOU**
- **YOU** while occupying or being struck by a motor vehicle or trailer.

### Travelling abroad

**YOUR CERTIFICATE OF INSURANCE** should provide sufficient evidence that the laws of the compulsory insurance of motor vehicles within the **BRITISH ISLES** and the **TERRITORIAL LIMITS** are complied with, however, there is no cover provided in those countries outside the **BRITISH ISLES** and the **TERRITORIAL LIMITS**.

### Personal accident cover

**WE** will pay **YOU**, or in the event of death **YOUR** estate, £5,000 (or less for a minor if limited by law) for **BODILY INJURY** caused whilst travelling in or getting into or out of any private vehicle provided that the injury is the sole cause of:

- Death
- Total **LOSS OF LIMB**
- Irrecoverable loss of all sight in one or both eyes or permanent total disablement.

**WE** must be notified as soon as possible from the date of the **OCCURRENCE**.

**WE** do not cover any loss under personal accident cover caused directly or indirectly while the person driving the **COVERED VEHICLE** is in a state of insanity or **INTOXICATION**.

If **YOU** hold any other personal accident cover under a Chubb policy, then payment will only be made under one insurance policy. However, payment will be made under the policy which gives **YOU** the greatest benefit.





## Exclusions to Section 3 and Section 4

In addition to the Policy exclusions, the following exclusions apply to this cover part of **YOUR POLICY**. The words caused by mean any loss or damage that is contributed to, made worse by, or in any way results from that peril:

### Computer error

**WE** do not cover any loss or damage caused by an error in computer programming or instructions to the computer.

### Breakdown

**WE** do not cover any loss or damage caused by wear and tear, freezing, mechanical or electrical breakdown or road damage to tyres.

### Portable sound equipment

**WE** do not cover any loss or damage to sound reproduction, receiving or transmitting equipment unless it is permanently installed or removable from a housing unit permanently installed in the **VEHICLE**. This includes radios, tape players, citizen band radios, compact disc players, scanning monitors, televisions, vehicle global positioning systems and any other similar equipment designed for sound reproduction, receiving, or transmitting, including their accessories and antennas.

### False report

**WE** do not cover loss arising from a false report of a car jacking and road rage **OCCURRENCE** by **YOU**, a **FAMILY MEMBER**, **YOUR** chauffeur or any person acting on behalf of you, a family member or your chauffeur whether acting alone or in collusion with others.

### Persons known

Under car jacking and road rage cover, **WE** do not cover any loss by a person known to **YOU**, a **FAMILY MEMBER** or **YOUR** chauffeur.

### Rest and recuperation expenses

Under car jacking and road rage cover, **WE** do not cover any rest or recuperation expenses when prescribed by a physician, psychologist or other authorised mental health professional who is related to **YOU**, a **FAMILY MEMBER** or **YOUR** chauffeur.

### Document protection cover and diminution in value

**WE** do not cover any loss or damage to Motor Vehicle Documents caused by:

- fading, creasing, denting, thinning, colour transfer, dampness, or temperature extremes
- handling or being worked on.

Please also refer to the **POLICY** conditions and **POLICY** exclusions parts of **YOUR** Bentley Heritage Motor Insurance **POLICY**.

## Policy Conditions

This part of **YOUR POLICY** details the terms and conditions which form part of **YOUR POLICY**. Please note that these **POLICY CONDITIONS** apply in addition to the **CONDITIONS** stated in each cover part of **YOUR POLICY**. Failure to comply with the **POLICY CONDITIONS** may invalidate **YOUR** claim.

These conditions apply to **YOUR POLICY** in general and to each cover in it.

### Change of risk

Whenever during the **POLICY PERIOD** any of the following events occur, **YOU** must notify **US** immediately thereafter:

- Any change of **VEHICLE(S)** and/or registration number(s)
- Any change of use to any **VEHICLE** listed on **YOUR POLICY SCHEDULE** (e.g. if used for **BUSINESS**)
- Any change in the estimated annual mileage **YOU** expect to drive in any one **POLICY PERIOD**
- Any change in the security or parking arrangements for **YOUR VEHICLE(S)**
- Any significant change to **YOU** or **YOUR FAMILY MEMBERS'** occupations or professions
- If **YOU** or a **FAMILY MEMBER** have been convicted of and/or charged with any offence, (other than motoring convictions and/or spent convictions)
- Any motoring convictions or pending prosecutions of **YOU**, any named or regular drivers or **COVERED PERSONS**

- Any change of address relating to the location at which any **VEHICLE** listed on **YOUR POLICY SCHEDULE** is kept
- Any incidents which may result in a claim under this **POLICY** which **WE** are not yet aware of.

Where one (or more) of the above events occur(s), **WE** will have the right to amend the terms of **YOUR POLICY** and charge an additional premium, or cancel **YOUR POLICY** in accordance with **OUR** cancellation rights set out at page 7 of this **POLICY** booklet. If **YOU** are unsure about whether **YOU** need to tell **US** something, please speak to **US**.

### Misrepresentation

**YOU**, each **FAMILY MEMBER**, each **COVERED PERSON** and anyone acting on **YOUR**, any **FAMILY MEMBER'S** or any **COVERED PERSON'S** behalf have a responsibility to take reasonable care not to make a misrepresentation to us when applying for this **POLICY** or when it is varied. For example, **YOU** and they must take reasonable care not to provide information which is false or inaccurate and not to withhold any information. It is important that all information provided, online, over the telephone, in the application and in all other documents is full and accurate.

If **YOU**, a **FAMILY MEMBER** or any **COVERED PERSON**, or anyone acting on **YOUR**, a **FAMILY MEMBER'S** or a **COVERED PERSON'S** behalf:

- Provides **US** with information which **YOU** or they know is, or does not care whether or not it is, false or misleading
- Knows that the matter to which that information relates is, or does not care whether or not it is, relevant to **US**.

When applying for this **POLICY** or when it is varied, then **WE** can treat this **POLICY** as if it never existed and decline all claims.

If **YOU**, a **FAMILY MEMBER** or any **COVERED PERSON**, or anyone acting on **YOUR**, a **FAMILY MEMBER'S** or a **COVERED PERSON'S** behalf is careless in providing **US** with false or misleading information **WE** rely upon in entering into this **POLICY** and setting its terms and premium or when varying this **POLICY**, **WE** may:

- Treat this **POLICY** as if it had never existed and refuse to pay all claims and return the premium paid. **WE** will only do this if **WE** provided **YOU** with insurance cover which **WE** would not otherwise have offered
- Amend the terms of **YOUR POLICY**. **WE** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **YOUR**, a **FAMILY MEMBER'S** or a **COVERED PERSON'S**, or anyone acting on **YOUR** or their behalf's, carelessness
- Reduce the amount **WE** pay on a claim by the proportion that the premium **YOU** have paid bears to the premium **WE** would have charged **YOU** had **WE** received full and accurate information
- Cancel **YOUR POLICY** in accordance with our cancellation rights set out at page 7 of this **POLICY** booklet.

### Fraudulent claims

If **YOU**, a **FAMILY MEMBER** or any **COVERED PERSON**, or anyone acting on **YOUR**, a **FAMILY MEMBER'S** or a **COVERED PERSON'S** behalf:

## Policy Conditions

- Knowingly makes a dishonest, fraudulent or exaggerated claim under **YOUR POLICY**
- Knowingly makes a false statement in support of a claim
- Knowingly provides a false or forged document in support of a claim
- Makes a claim for any loss or damage caused by **YOUR** or their wilful act or caused with **YOUR** agreement, knowledge or collusion.

Then **WE** may void **YOUR POLICY** from the date of any such act, **WE** will not pay any fraudulent claims, **WE** will be entitled to recover from **YOU** the amount of any fraudulent claim already paid under **YOUR POLICY**, **WE** will not return to **YOU** any premium paid by **YOU**, legal action may be taken against **YOU** and **WE** may inform the police and any other law enforcement agencies about the claim.

### Policy period

The effective dates of this **POLICY** are shown in the **POLICY SCHEDULE**. The effective date begins at the time shown on the **CERTIFICATE OF INSURANCE** and ends at 00.01 standard time at the mailing address shown.

All covers on this **POLICY** apply only to **OCCURRENCES** that take place during the **POLICY PERIOD** as specified in **YOUR POLICY SCHEDULE**.

### Policy enhancements

**WE** may extend or broaden the cover provided by this **POLICY**. If **WE** do this during the **POLICY PERIOD** or within 60 days before the **POLICY PERIOD** commences without increasing the premium, then the extended or broadened cover will apply to an **OCCURRENCE** after the effective date of the extended or broadened cover.

### Transfer of rights

If **WE** make a payment under this **POLICY**, **WE** will assume any recovery rights **YOU** or a **DRIVER** has in connection with that loss, to the extent **WE** have paid for the loss.

All of **YOUR** rights of recovery will become our rights to the extent of any payment **WE** make under this **POLICY**. **YOU** or a **DRIVER** must do everything necessary to secure such rights, do nothing after a loss to prejudice such rights and give **US** all the information and assistance necessary for us to achieve a settlement.

### Payments made outside of the terms of the policy

If, under the law of any country, **WE** must make a payment that is not covered by **YOUR** Bentley Heritage Motor policy, **WE** have the right to recover this payment from **YOU** or the person who is liable.

### Application of cover

Cover applies separately to **YOU** or any **DRIVER**. However, this provision does not increase the amount of cover for any one **OCCURRENCE**.

### Duplicate cover

If a loss is covered under more than one part of this **POLICY**, **WE** will pay **YOU** under the part giving **YOU** the most cover but not under more than one part. In no event will **WE** make duplicate payments.

### Other insurance

When other motor insurance applies to a covered loss under this **POLICY**, **OUR** cover will apply as **EXCESS** to any other available insurance.

### Assignment

**YOU** cannot transfer **YOUR** interest in this **POLICY** to anyone else without **OUR** written agreement.

### Policy changes

This **POLICY** can be changed only by a written amendment **WE** issue.

### Bankruptcy or insolvency

**WE** will meet all **OUR** obligations under this **POLICY** regardless of whether **YOU**, **YOUR** estate, or anyone else or their estate becomes bankrupt or insolvent.



## Policy Conditions

### Care of your vehicle

**YOU** must take all reasonable precautions to keep **YOUR VEHICLE** or **COVERED VEHICLE** in an efficient and roadworthy condition and protect it from loss or damage.

### Insurable interest

**WE** will not pay for any loss or damage to any **VEHICLE** or **COVERED VEHICLE**, property or possessions in which **YOU** or a **DRIVER** does not have an insurable interest at the time of the loss.

If more than one person has an insurable interest in any **VEHICLE** or **COVERED VEHICLE**, covered property or possessions, **WE** will not pay for an amount greater than the insurable interest attributable to **YOU** or a **DRIVER**, up to the amount of cover that applies.

### Vehicle access

**YOU** must grant **US** free access at all reasonable times to examine **YOUR VEHICLE**.

### Abandoning property or possessions

**YOU** or a **DRIVER** cannot abandon any property or possessions to **US** without **OUR** prior agreement, or to a third party unless **WE** agree.

### Protect property

**YOU** or a **FAMILY MEMBER** must take reasonable steps to protect **YOUR VEHICLE** or **COVERED VEHICLE** from further damage and make any emergency repairs that are necessary to protect **YOUR VEHICLE** or **COVERED**

**VEHICLE**. **YOU**, a **COVERED PERSON** or a **FAMILY MEMBER** must also keep an accurate record of expenses incurred. **WE** may not pay for any non-emergency repairs unless prior authorisation has been obtained from **US**.

### Carrier and bailees

**WE** will not make any payments under this **POLICY** to the benefit of any carrier or other bailee of damaged property or possessions.

### Legal action against us

If **YOU** have a loss under third party liability cover, **YOU** agree not to bring any action against **US** until the obligation has been determined by final judgement or a written agreement by **US**.

### Examination under oath

**WE** have the right to examine under oath, as often as **WE** may reasonably require, **YOU** and any **DRIVERS**. **WE** may also ask **YOU** or a **DRIVER** to give **US** a signed description of the circumstances surrounding a loss and **YOUR** or their interest in it, and to produce all records and documents **WE** request, and permit **US** to make copies.

### Cancellation following non-payment of premium

If **YOUR POLICY** premium is not paid when due, then **YOUR POLICY** will be considered void and of no effect and **WE** will not pay any claims. If **YOUR POLICY** premium is paid by instalments and an instalment remains unpaid after 14 days, **WE** may cancel **YOUR POLICY** from the date the last instalment was due and **WE** will not pay

any claim made during the period when the premium was unpaid. If the initial instalment premium has not been paid, **YOUR POLICY** will be considered void and of no effect and **WE** will not pay any claim under **YOUR POLICY**.

### Our cancellation

**WE** may cancel **YOUR POLICY** by giving **YOU** 14 days' written notice of such cancellation, by recorded delivery at **YOUR** last known address where **WE** have grounds for doing so. Grounds for cancellation are:

- Where **YOU**/the policyholder did not take reasonable care to ensure the information provided on which the insurance was based was correct
- Deliberate, reckless or careless misrepresentation of information provided
- Failure to provide information or documentation **WE** require and ask for to underwrite the **POLICY**
- If **WE** are ordered to or instructed to cancel this **POLICY** by a regulator, court, or other law enforcement agency
- Failure to pay premiums when due
- Attempted or actual fraud

If **WE** cancel this **POLICY** **WE** will refund any premium on a pro-rata basis, except where attempted, or actual fraud has taken place. **WE** will not refund any premium if a claim/loss has occurred or is outstanding.

## Policy Conditions

If a **POLICY** is cancelled due to attempted or actual fraud, then **WE** may recover from **YOU** any sums paid by **US** to **YOU** in respect of any claims. In addition **WE** may by notice to **YOU**, treat this **POLICY** as having been terminated with effect from the time of the fraudulent act

### Refund

In the event of cancellation by **YOU** or by **US**, **WE** will refund premium based on the effective date of cancellation or as soon as possible afterwards. Any return premium will be calculated on a pro-rata basis and will depend upon any claims made by **YOU**. However, **WE** will not refund any premium in the event **WE** have paid a claim/if a claim is outstanding or if attempted/actual fraud has taken place. An administration fee of £20 may apply.

### Appeals

If **YOU** or a **DRIVER** or any other insurer, does not appeal a judgement for covered **DAMAGES**, **WE** may choose to do so. **WE** will then bear all expenses, taxable costs, and interest arising out of the appeal. However, the **SUM INSURED** of cover for **DAMAGES** will not be increased.

### Duties after a loss

In case of a loss which this **POLICY** may cover, **YOU** or a **DRIVER** must perform the following duties for cover to apply:

#### Notification

**YOU** or a **DRIVER** must notify **US** of the loss or damage as soon as possible. In case of **THEFT** or accidental loss **YOU** or a **DRIVER** must also notify the police or other similar competent authority as soon as possible. Every communication relating to a claim must be sent to **US** without delay. **YOU** must also tell us if **YOU** know of any impending prosecution, Coroner's Inquest or Fatal Accident Inquiry involving anyone where cover is provided by this **POLICY**. No negotiation, admission or refusal of any claim must be entered into without **OUR** consent.

#### Co-operation

**YOU** or the **DRIVER** must co-operate with **US** fully in any legal defence. This may include any association by **US** with **YOU** or the **DRIVER** in defence of a claim reasonably likely to involve **US**.

### Proof of loss

**YOU** or a **DRIVER** must submit to **US**, within 60 days after **WE** request, a signed, sworn proof of loss which documents, to the best of **YOUR** or their knowledge and belief:

- The time, cause and full circumstances of loss
- Interest of the insured and all others in the **VEHICLE**, property or possessions involved and all liens on the **VEHICLE**, property or possessions
- Other insurance which may cover the loss
- Changes in title or occupancy of the property or possessions during the term of the **POLICY**
- Specifications and repair or replacement estimates for any damaged **VEHICLE**, property or possessions.

Failure to provide proof of loss within 60 days may reduce any claim settlement or result in any loss not being covered under **YOUR POLICY**.

## Policy Exclusions

This part of **YOUR POLICY** details exclusions which apply to each and every part of this **POLICY**. Please note that these **POLICY** exclusions apply in addition to the exclusions stated in each cover part of **YOUR POLICY**.

### Intentional acts

**WE** do not cover any loss, damages, **BODILY INJURY** or **PROPERTY DAMAGE** arising out of an act intended by **YOU**, a **DRIVER** or by a person directed by **YOU** or a **DRIVER** to cause physical damage to the **VEHICLE** or **COVERED VEHICLE**, **BODILY INJURY** or **PROPERTY DAMAGE**, even if the injury or damage is of a different degree or type than actually intended or expected. An intentional act is one whose consequences could have been foreseen by a reasonable person.

### Non-permissive use

**WE** do not cover any person who uses a **VEHICLE** or **COVERED VEHICLE** without permission from **YOU**.

### Employer's liability

**WE** do not cover liability for the death or injury of any employee arising out of or in the course of his/her employment by anyone in respect of whom cover is provided under **YOUR POLICY**, if that liability is provided under an employer's liability insurance issued to comply with employer's liability legislation.

### Loss of value

**WE** do not cover any loss of value of the **VEHICLE** or **COVERED VEHICLE**.

### Vehicles used for a fee

**WE** do not cover any loss or damages arising out of the ownership or operation of a **VEHICLE** or **COVERED VEHICLE** while it is being used to carry people or property for a fee. Nor do **WE** cover **YOUR VEHICLE(S)** shown on **YOUR POLICY SCHEDULE** for self-drive hire. This exclusion does not apply to a sharing agreement.

### Competitive racing

Unless stated otherwise, **WE** do not cover any loss or damages to a **VEHICLE** or **COVERED VEHICLE**, nor do **WE** cover any person for damages arising out of the participation in, or instruction, practice or preparation for competitive racing, rallies, trials, pace-making or speed testing in any prearranged or organised racing or speed contest, or organised event (including but not limited to the Gumball Rally, Cannonball Run or Supercar Run) or any on track use including disused Airfields or Derestricted toll Roads. Derestricted toll roads are roads the public can pay to have access to and where speed restrictions are temporarily or permanently suspended (including but not limited to the Nürburgring).

However, we do cover:

- Events organised to encourage road safety
- Parading
- Treasure hunts, provided there is no reward for the competitors' driving performance and the hunt is not timed
- Regulation vintage or Heritage car rallies.

### Vehicle-related jobs

**WE** do not cover any person while employed or otherwise engaged in the business of selling, repairing, servicing, storing, parking, testing or delivering vehicles. This exclusion does not apply to the ownership, maintenance or use of any **VEHICLE** or **COVERED VEHICLE** shown in **YOUR POLICY SCHEDULE** and for which a valid **CERTIFICATE OF INSURANCE** or temporary **CERTIFICATE OF INSURANCE** has been issued.

### Confiscation

**WE** do not cover any loss or damages caused by the confiscation, destruction, or seizure of property by any government or public authority.

### Sanctions

No cover is provided and **WE** shall not be liable to make any payment or provide any benefit under this **POLICY** to the extent that any applicable economic or trade sanctions (including without limitation, those imposed by the European Union, United Kingdom, or United States of America) prohibit **US** or **OUR** parent company from doing so.

### Acts of war

**WE** do not cover any damages caused directly or indirectly by war, invasion, act of a foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, warlike acts by military forces or personnel, the destruction or seizure of property for a military purpose, or the consequences of any of these actions.

## Policy Exclusions

### Nuclear or radiation hazard

**WE** do not cover any damages caused directly or indirectly by nuclear reaction, radiation, or radioactive contamination, regardless of how it was caused, but **WE** do insure ensuing covered loss due to fire resulting from a nuclear hazard unless another exclusion applies.

### Sonic bangs

**WE** do not cover any damages caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

### Vehicles airside

**WE** do not cover any loss or damages whilst a **VEHICLE** or **COVERED VEHICLE** is on any part of an aerodrome, airport, airfield or military base provided for:

- The take off or landing of aircraft and for the movement or storage of aircraft on the surface
- Aircraft parking aprons including the associated service roads, refuelling areas and ground equipment parking areas.

### Exceeding the agreed mileage

If the miles driven by a **VEHICLE** or a **COVERED VEHICLE** exceed the **AGREED MILEAGE** shown in **YOUR POLICY SCHEDULE**, **WE** reserve the right not to cover any loss or damages.

### Theft

**WE** do not cover any loss or damages caused by **THEFT** or attempted **THEFT** if:

- A **VEHICLE** or a **COVERED VEHICLE** is left unlocked where locks have been fitted
- The windows of a **VEHICLE** or **COVERED VEHICLE** are left open where windows are fitted
- The keys are left in or on a **VEHICLE** or a **COVERED VEHICLE**

whilst a **VEHICLE** or a **COVERED VEHICLE** is left unattended or unoccupied at the time of a covered loss.

### Deception

**WE** do not cover any loss or damages to a **VEHICLE** or a **COVERED VEHICLE** caused by deception.

### Use and driving

**WE** do not cover any loss or damages if a **VEHICLE** or a **COVERED VEHICLE** is:

- Used for a purpose which is not shown on **YOUR CERTIFICATE OF INSURANCE**
- Driven by or in the care of someone who is not a **DRIVER**
- Driven by someone who does not have a valid licence
- Driven by someone who does not meet the conditions of their licence, except as required by road traffic laws.

However, **WE** do cover a **VEHICLE** or a **COVERED VEHICLE** whilst in the care of a garage or similar motor trade organisation for service or repair, or a hotel or restaurant for the purpose of parking. **WE** also cover the **VEHICLE** whilst driven by a prospective buyer provided that **YOU** have notified **US** that **YOU** wish to sell the **VEHICLE** and **YOU** accompany the prospective buyer at all times whilst they are test driving the **VEHICLE**.



## Motor Policy 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 you can expect 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 keep **YOU** updated with the progress.

### What to do if you are unhappy

It is **OUR** intention to give **YOU** the best possible service, but 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 **US**. **YOU** can reach **US** in the following ways:

Bentley Heritage Motor Insurance  
1210 Centre Park Square, Warrington WA1 1RU

Phone: 0333 043 1280

Email: [customersupport@insurewithBentley.co.uk](mailto:customersupport@insurewithBentley.co.uk)

Where possible, please ensure **YOUR POLICY** number is quoted in all correspondence to assist a quick and efficient response.

If **YOU** are unhappy with the outcome of **YOUR** complaint, **YOU** have the right to make an appeal to the Financial Ombudsman Service.

**YOU** may contact the Financial Ombudsman Service at:

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

Phone: 0300 123 9123

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

Website: [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. The above complaints procedure does not affect **YOUR** right to take legal action.

## UK and European Breakdown and Accident Assistance Cover

European motor assistance cover only applies to **YOUR POLICY** if shown in **YOUR POLICY SCHEDULE**. This cover part is administered by legal expenses and assistance service experts ARAG plc and is underwritten ARAG Legal Expenses Insurance Company Limited.

Rescue services are provided by **CALL ASSIST** Limited, specialists in providing vehicle **BREAKDOWN** assistance throughout the UK and Europe.

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.

ARAG plc is authorised to administer this insurance on behalf of the insurer ARAG Legal Expenses Insurance Company Limited.

ARAG Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority. Registered Address: Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW. Registered in England and Wales. Company Number 103274.

FCA registration can be checked by visiting the FCA website at [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the FCA on 0845 606 1234.

**CALL ASSIST** Limited is registered in England and Wales, number 3668383 and their registered office is Axis Court, North Station Road, Colchester, Essex, CO1 1UX.

This part of **YOUR POLICY** provides motor **BREAKDOWN** and accident assistance within the **TERRITORIAL LIMITS** unless stated otherwise in **YOUR POLICY** or an exclusion applies.

### Definitions

The following words used in this cover part have the meaning defined here. Throughout this UK and European breakdown and accident assistance cover section, these defined terms will be bold.

**BREAKDOWN** means:

- An electrical or mechanical failure, lack of fuel, flat battery or puncture
- Damage caused by a collision or act of vandalism which immobilises the **COVERED VEHICLE** or makes it unsafe to drive.

**CALL ASSIST** means **CALL ASSIST** Limited, the service provider under this cover part.

**COVERED PERSON** means any permitted user legally entitled to drive in accordance with the **CERTIFICATE OF INSURANCE**.

**COVERED VEHICLE** means **COVERED VEHICLES** including an attached caravan/trailer which is fitted with a standard towing hitch and does not exceed seven metres (23 feet) in length.

**INSURER** means ARAG Legal Expenses Insurance Company Limited. (FRN202106)

**RECOVERY OPERATOR** means the independent technician **CALL ASSIST** appoints to attend the **BREAKDOWN**.

**SUITABLE GARAGE** means a qualified mechanic or garage which is suitable for the type of repair required and who can confirm in writing the remedial work undertaken.

### Services provided

If a **COVERED VEHICLE** suffers a **BREAKDOWN** within the **TERRITORIAL LIMITS** and during the **POLICY PERIOD**, **CALL ASSIST** will rescue the **COVERED PERSON** as described in this cover part. The **INSURER** will pay costs incurred.

## Section 5: UK Breakdown and Accident Assistance Cover

### Roadside assistance, home start and recovery

**CALL ASSIST** will send help to the scene of the **BREAKDOWN** (including at **YOUR** home) and the **INSURER** will cover the cost of call-out fees and mileage charges needed to make a repair at the roadside or recover the **COVERED VEHICLE**.

If, in the opinion of **CALL ASSIST'S RECOVERY OPERATOR**, it is not possible to repair the **COVERED VEHICLE** at the roadside within one hour:

- a) **CALL ASSIST** will arrange for the **COVERED VEHICLE**, **COVERED PERSON** and up to 7 passengers to be recovered to the nearest **SUITABLE GARAGE** able to undertake the repair
- b) If the above is not possible at the time or the repair cannot be made within the same working day, **CALL ASSIST** will arrange for the **COVERED VEHICLE**, **COVERED PERSON** and up to seven passengers to be transported to **YOUR** home or if the **COVERED PERSON** would prefer and it is closer, the **COVERED PERSON'S** original destination within the United Kingdom.

The **INSURER** will pay the reasonable cost of assistance provided that the recovery is made at the same time as the initial call-out otherwise the **COVERED PERSON** will have to pay for subsequent call-out charges.

If the **COVERED VEHICLE** requires recovery, the **COVERED PERSON** must immediately inform **CALL ASSIST** of the address the **COVERED PERSON** would like the **COVERED VEHICLE** taken to. Once the **COVERED VEHICLE** has been delivered to that address, the **COVERED VEHICLE** will be left at the **COVERED PERSON'S** own risk.

### Alternative travel

If the **COVERED VEHICLE** cannot be repaired locally on the same day or within a period agreed between the **COVERED PERSON** and **CALL ASSIST** and is at least 20 miles away from **YOUR** home or if the **COVERED VEHICLE** is stolen; to allow the **COVERED PERSON** to complete the **COVERED PERSON'S** original journey, the **INSURER** will pay:

- a) Up to £250 towards the cost of alternative transport or
- b) For the use of a hire vehicle up to 1600cc

Whilst the **COVERED VEHICLE** remains unroadworthy. The **INSURER** will pay up to £150 towards the costs of alternative transport for one person to return and collect the repaired **COVERED VEHICLE**.

### Emergency overnight accommodation

Where alternative travel (described above) would have been available to the **COVERED PERSON**, but it is more practical or cost-effective to provide emergency accommodation for a single night, the **INSURER** will pay up to £150 for a lone traveller or £75 per person towards the cost of overnight accommodation including breakfast for the **COVERED PERSON** and up to seven passengers whilst the **COVERED VEHICLE** is being repaired. The **INSURER** will not pay more than £500 for each claim under this Emergency overnight accommodation section.

### Conditions for Alternative travel and Emergency overnight accommodation covers (above):

- The **COVERED VEHICLE** must be repaired at the nearest **SUITABLE GARAGE** to the **BREAKDOWN** location
- Where available, these services will be offered on a pay/claim basis, which means that the **COVERED PERSON** must pay initially and the **INSURER** will reimburse the **COVERED PERSON** when **WE** are in receipt of a valid invoice/receipt
- Before arranging these services, authorisation must be obtained from **CALL ASSIST**.

## Section 5: UK Breakdown and Accident Assistance Cover



### Misfuelling

If the **COVERED VEHICLE'S** fuel tank is filled with the incorrect type of fuel, it may be necessary to carry out a drain and flush of the **COVERED VEHICLE'S** fuel tank at the roadside if possible or at a **SUITABLE GARAGE** if this is not possible.

Occasionally misfuelling a **COVERED VEHICLE** can cause extensive damage which a fuel drain and flush will not rectify. If the **COVERED PERSON** prefers for the fuel drain and flush to be carried out by the **COVERED PERSON'S** preferred repairer, **CALL ASSIST** will arrange for the **COVERED VEHICLE**, the **COVERED PERSON** and up to seven passengers to be recovered to a repairer of the **COVERED PERSON'S** choice within 10 miles of the **BREAKDOWN**. The **COVERED PERSON** must pay initially and the **INSURER** will reimburse the **COVERED PERSON** when **WE** are in receipt of a valid invoice/receipt.

The most the **INSURER** will pay is the cost of 10 litres of correct fuel and no more than £250 in total for each claim under misfueling.

### Message service

At the **COVERED PERSON'S** request, **CALL ASSIST** can pass on two messages to the **COVERED PERSON'S** home address or place of work to let others know of the **BREAKDOWN**.

### Home assist

**YOUR COVERED VEHICLE** will be covered at **YOUR** home or within a one mile radius of **YOUR** home. If **YOUR COVERED VEHICLE** cannot be repaired at **YOUR** home, **CALL ASSIST** will arrange for the **COVERED PERSON** and **YOUR COVERED VEHICLE** to be recovered to the nearest **SUITABLE GARAGE**. The recovery must take place at the same time as the initial call-out.

### Keys

If the **COVERED PERSON** locks their **COVERED VEHICLE** keys within the **COVERED VEHICLE** and is unable to obtain a spare set on the same day, the **INSURER** will pay the call-out fee for a **RECOVERY OPERATOR** who will attempt to retrieve the key where this is possible.

If **CALL ASSIST** is unable to retrieve **YOUR** key it is often possible to provide a replacement key at the scene. The **COVERED PERSON** will have to pay for the replacement key.

If it is not possible to retrieve a locked-in key or if the **COVERED PERSON** has lost or broken their key and are unable to obtain a replacement key at the scene; if the **COVERED PERSON** is away from home the **INSURER** will pay the mileage charges to a place where **YOUR COVERED VEHICLE** can be stored securely, or **YOUR** home if it is nearer.



## Section 6: European Breakdown and Accident Assistance Cover

### Roadside assistance

**CALL ASSIST** will send help to the scene of the **COVERED VEHICLE BREAKDOWN** within the **TERRITORIAL LIMITS** (other than the United Kingdom) and the **INSURER** will cover the cost of call-out fees and mileage charges needed to make a repair at the roadside if this is possible within 60 minutes. Due to differing national standards and infrastructures abroad, assistance may take longer to arrive.

### Recovery

If, in the opinion of **CALL ASSIST**, they are unable to repair the **COVERED VEHICLE** within 60 minutes at the roadside **WE** will arrange and pay for the **COVERED VEHICLE**, the **COVERED PERSON** and up to seven passengers to be recovered to the nearest **SUITABLE GARAGE** able to undertake the repair.

### Shipping of spare parts

Where it is efficient and cost-effective to do so, the **INSURER** will pay up to £150 towards the cost of shipping of spare parts to the **SUITABLE GARAGE**. The **COVERED PERSON** will be responsible for the cost of the spare parts and **WE** will only organise shipping once the **COVERED PERSON** has confirmed the spare parts have been paid for.

### Alternative travel abroad

If your **COVERED VEHICLE** cannot be repaired locally on the same day or within a period agreed between the **COVERED PERSON** and **OUR** operator or if the **COVERED VEHICLE** is stolen, the **INSURER** will pay:

- a) Up to £500 towards the cost of alternative transport or
- b) For the use of a hire vehicle up to 1,600cc

Whilst the **COVERED VEHICLE** remains unroadworthy. The **INSURER** will pay up to £200 towards of alternative transport for two people to return and collect the repaired **COVERED VEHICLE**.

### Conditions for Shipping of spare parts and Alternative travel abroad covers (above):

- The **COVERED VEHICLE** must be repaired at the nearest **SUITABLE GARAGE** to the **BREAKDOWN** location
- Where available, these services will be offered on a pay/claim basis, which means that the **COVERED PERSON** must pay initially and the **INSURER** will reimburse the **COVERED PERSON** when **WE** are in receipt of a valid invoice/receipt
- Before arranging these services, authorisation must be obtained from **CALL ASSIST**.

### Emergency overnight accommodation abroad

Where alternative travel (described above) would have been available to the **COVERED PERSON**, but it is more practical or cost-effective to provide emergency accommodation for a single night, the **INSURER** will pay up to £150 for a lone traveller or £75 per person towards the cost of overnight accommodation including breakfast for the **COVERED PERSON** and up to seven passengers whilst the **COVERED VEHICLE** is being repaired. The **INSURER** will not pay more than £1,000 for each claim under this Emergency overnight accommodation abroad section.

### Repatriation service

If the **COVERED VEHICLE** cannot be repaired within 48 hours of the original **BREAKDOWN** or by the **COVERED PERSON'S** intended return, whichever is due to occur later, **WE** will arrange and pay for the **COVERED VEHICLE**, the **COVERED PERSON** and up to seven passengers to be transported either to **YOUR** home, or if the **COVERED PERSON** would prefer and it is closer, the **COVERED PERSON'S** original destination within the **TERRITORIAL LIMITS**.

**WE** will need to know details of the **COVERED PERSON'S** itinerary and if requested proof of both the **COVERED PERSON'S** outbound and inbound travel dates must be provided to validate the **COVERED PERSON'S** claim.

At all times please ensure the **COVERED PERSON** carries their driving licence and V5C registration document (logbook) with them during their journey. Due to local regulations and customs, the **COVERED PERSON** may be required to provide copies of their driving licence or V5C registration document. The **COVERED PERSON** will be held liable for any costs incurred if copies of their driving licence or V5C registration document are not immediately available.

## Conditions applying to Section 5 and Section 6

### Responsibilities of the covered person

The **COVERED PERSON** must remain with or nearby the **COVERED VEHICLE** until help arrives.

If the **COVERED VEHICLE** cannot be repaired at the roadside, the **COVERED PERSON** must accept the assistance being provided:

- If the **COVERED VEHICLE** is recovered to a **SUITABLE GARAGE**, and it can be repaired, the **COVERED PERSON** must have adequate funds to pay for the repair including replacement parts immediately
- Where a repair is not possible the same working day and it becomes necessary to make alternative transport arrangements the **COVERED PERSON** must have adequate funds to pay for alternative transport or overnight accommodation costs immediately.

If the **COVERED PERSON** does not have funds available, any further assistance will be denied.

Repairs undertaken at the **RECOVERY OPERATOR'S** premises are provided under a separate contract, which is between the **COVERED PERSON** and the **RECOVERY OPERATOR**.

If the **COVERED VEHICLE** is beyond economical repair **WE** have the right to offer the market value of the **COVERED VEHICLE** to the **COVERED PERSON** and pay for alternative transport home or if the **COVERED PERSON** would prefer and it is closer to the **COVERED PERSON'S** intended destination.

**CALL ASSIST** reserves the right to recover the immobilised **COVERED VEHICLE** in accordance with and subject to any legislation, which affects drivers' working hours.

### Our rights

If the **COVERED PERSON** cancels a call-out and a **RECOVERY OPERATOR** has already been dispatched, **YOU** will lose a call-out from **YOUR POLICY**.

If a **COVERED PERSON** uses the service and the claim and/or fault is subsequently found not to be covered by this **POLICY**, the **INSURER** reserves the right to reclaim any costs that have been incurred from **YOU**.

The transportation of pets and livestock (including dogs) will be at the discretion of the **RECOVERY OPERATOR**.

## Exclusions to Section 5 and Section 6

In addition to the **POLICY** exclusions, the following exclusions apply to this cover part of **YOUR POLICY**.

The cost of:

- Any parts, components or materials used to repair the **COVERED VEHICLE**
- Labour other than labour at the scene of the **BREAKDOWN** or a claim for misfuelling
- Additional charges incurred as a result of any aftermarket modification to the **COVERED VEHICLE**
- Vehicle storage, expenses or charges of any other company (including police recovery) not authorised by **CALL ASSIST**, or where a **COVERED PERSON** arranges for recovery or repairs by other means
- Fuel, oil or insurance for a hire vehicle service if **YOU** already owe **CALL ASSIST** money.

Failure by the **COVERED PERSON** to comply with requests of **CALL ASSIST** or their **RECOVERY OPERATORS** concerning the assistance being provided.

Subsequent call-outs for any symptoms related to a claim which has been made within the last 28 days, unless the **COVERED 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**.

**BREAKDOWN** caused by failure to maintain the **COVERED VEHICLE** in a roadworthy condition including maintenance or proper levels of oil and water.

More than six call-outs in the same **POLICY PERIOD**.

Specialist equipment, additional manpower and/or recovery vehicles or a recovery further than 10 miles from the scene of the **BREAKDOWN**; if the **COVERED VEHICLE** is immobilised due to snow, mud, sand, water, ice, or a flood.

The **COVERED VEHICLE** being used for rallies, racing, rental, hire, public hire, private hire, courier services or any contest or practice for any of these activities.

The cost of recovery from a European motorway exceeding £150.

For European cover only, any trip which was planned to or subsequently finishes outside the **POLICY PERIOD**.

Costs incurred in addition to a standard call-out where service cannot be undertaken at the roadside because the **COVERED VEHICLE** is not carrying a serviceable spare wheel, an aerosol repair kit, appropriate jack, or the locking mechanisms for the wheels are not immediately available to remove the wheels.

Assistance following any intentional or wilful damage caused by the **COVERED PERSON** to the **COVERED VEHICLE**.

Claims caused by overloading of the **COVERED VEHICLE** or carrying more passengers than it is designed to carry.

Damage to the **COVERED 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.

### Owned Property

**WE** do not cover any person for damages to property owned or being transported by that person.

## Exclusions to Section 5 and Section 6



### Other Property

**WE** do not cover any person for damages to property rented to, used by, or in the care of that person. This exclusion does not apply to a residence or private garage; or to private vehicles, vans, or trailers not owned by, furnished to, or available for the regular use of **YOU** or a **FAMILY MEMBER**.

### Terrorism

Notwithstanding any provision to the contrary within **YOUR POLICY** or any **ENDORSEMENT** thereto **WE** do not cover any loss or damages, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss. Except in so far as is necessary to comply with the Road Traffic Act.

For the purpose of this exclusion an act of terrorism means an 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 an organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear.

**WE** also exclude loss, damages, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

In the event that any portion of this exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect.

Please also refer to the **POLICY** conditions and **POLICY** exclusions parts of **YOUR** Bentley Heritage Motor Insurance policy.



## How we handle complaints

### Step 1

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

Alternatively, **YOU** can contact our Customer Relations Department directly. We can be reached in the following ways:

Phone: 0117 917 1561

Hours of operation are 9am–5pm, Mondays to Fridays excluding bank holidays. For our mutual protection and training purposes, calls may be recorded.

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

Post: ARAG plc, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN

### Step 2

If we are not able to resolve the complaint to **YOUR** satisfaction then **YOU** can refer it to the Financial Ombudsman Service (FOS) provided that it falls within their jurisdiction. They can be reached using the details below:

Phone: 0800 0234 567 or 0300 123 9123

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

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

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

The FOS's decision is binding upon the **INSURER**, but **YOU** are free to reject it without affecting **YOUR** legal rights.

Any referral to the Financial Ombudsman Service must be made within six months of our final response to you.

## Section 7: Bentley Motor Legal Expenses

### Replacement Vehicle and Legal Expenses Product for Bentley

Letting us know about claims: 0333 043 3788

This insurance is arranged by Lawshield UK Limited whose registered office is at Lawshield House, 850 Ibis Court, Warrington, Cheshire, WA1 1RL and underwritten by Allianz Insurance plc (trading as Allianz Legal Protection)

whose registered office is at 57 Ladymead, Guildford, Surrey GU1 1DB ('Allianz' or 'ALP'). Lawshield UK Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 306793.

Allianz Insurance plc (trading as Allianz Legal Protection) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct

Authority and the Prudential Regulation Authority. Firm Reference No. 121849. Allianz Insurance plc (trading as Allianz Legal Protection) is registered in England and Wales under number 00084638.

**YOU** can check **OUR** details and those of the **INSURER** on the Financial Services Register: [register.fca.org.uk](https://register.fca.org.uk)

In return for the payment of **YOUR PREMIUM** the **INSURER** will provide the insurance detailed in this policy document during the **PERIOD OF INSURANCE**, subject to the terms, conditions and limitations shown below. If there are any changes to the policy terms and conditions **YOU** will be notified of these before the relevant renewal date.

### Definitions

The words or phrases in this cover part have the meanings shown below. Throughout this legal expenses cover section, these defined terms will be bold.

**AUTHORISED DRIVER:** Any person insured by the **MOTOR POLICY** who is authorised by **YOU** to drive the **INSURED VEHICLE**.

**CLAIMS ADJUSTER:** Any claims negotiator, adjuster or other appropriately qualified person, firm or company appointed by us to act for **YOU**.

**GEOGRAPHICAL LIMITS:** Section 2 – Motor Prosecution Defence – Great Britain, Northern Ireland, Channel Islands, and the Isle of Man Section 1 Uninsured Loss Recovery, the territorial limit is extended to include any member country of the European Union, Gibraltar, Iceland, Liechtenstein, Norway, and Switzerland. Section 3 – Hire Vehicle Insurance – only available in the United Kingdom.

**HIRE VEHICLE COMPANY:** A company nominated by us to provide you with a **HIRE VEHICLE**.

**HIRE VEHICLE:** An Audi A6 or an equivalent vehicle of similar specification.

**INSURANCE SCHEDULE:** The document that identifies the policyholder and sets out details of the cover **YOUR** policy provides, proves that **YOU** have paid the **PREMIUM** and are entitled to the benefits under this policy.

**INSURED INCIDENT:** A road traffic accident for which **YOU** are not at fault (excluding claims for **THEFT** or fire) occurring within the **PERIOD OF INSURANCE** and **GEOGRAPHICAL LIMITS** which results in:

- Loss or damage to the **INSURED VEHICLE** including any attached trailer.
- Loss or damage to any personal property owned by **YOU** whilst the property is in/on or attached to the **INSURED VEHICLE**.
- The death of or injury to **YOU** whilst in or getting into or out of the **INSURED VEHICLE**.
- Any other uninsured losses.

**INSURED VEHICLE:** Any vehicle owned by, hired or leased to **YOU** and covered by **YOUR MOTOR POLICY** along with any other vehicle attached and being towed by the **INSURED VEHICLE**.

**INSURER(S):** Alliance Insurance plc (trading as Allianz Legal Protection)

### Legal costs and expenses

- Fees, costs and disbursements reasonably incurred by us, any **CLAIMS ADJUSTER**, **SOLICITOR**, or other appropriately qualified person appointed to act for **YOU** with our consent.
- The costs of any civil proceedings incurred by an opponent awarded against **YOU** by order of a court or which we have agreed to pay.

## Section 7: Bentley Motor Legal Expenses

Where **SOLICITORS** costs are payable by **US**, these will be chargeable on the **STANDARD BASIS** as defined by the Civil Procedure Rules, or in accordance with the Fixed Recoverable Costs scheme if appropriate and would be limited to £125.00 including VAT per hour **SOLICITORS** time, and £12.50 including VAT for each letter sent out.

**Explanatory note:** The Fixed Recoverable Costs scheme applies to road traffic accidents which are settled by negotiation before court proceedings are issued for claims up to the value of £25,000. The rules set out how legal fees are calculated for these cases.

**LIMIT OF INDEMNITY:** the maximum sum payable by the **INSURER**:

- a. Section 1 personal Injury and Uninsured Loss Recovery: £100,000 for all **INSURED INCIDENTS** which are related in time or by cause. This includes **LEGAL COSTS AND EXPENSES** of both **YOU** and any opponents where **YOU** are liable to pay them.
- b. Section 2 Motor Prosecution Defence: £100,000.

**MOTOR POLICY:** The motor insurance policy with which this insurance is issued.

**PERIOD OF INSURANCE:** This is the length of time covered by this insurance, as shown on **YOUR POLICY SCHEDULE** and any extra period which **WE** accept **YOUR PREMIUM** for.

**PREMIUM:** The amount agreed by and payable to the **INSURERS**.

**PROSPECTS OF SUCCESS:** Reasonable prospects are considered to be 51% or better chance of success.

**SOLICITOR:** The solicitor, firm of **SOLICITORS** or other appropriately qualified person, firm or company appointed to act for **YOU**.

**STANDARD BASIS:** The assessment of costs which are proportionate to **YOUR** claim.

**UNDRIVEABLE:** The vehicle is not roadworthy (excluding glass damage) or is off the road being repaired as a result of a road traffic accident, fire or **THEFT**.

**WE, US, OUR:** Lawshield UK Limited on behalf of Allianz Insurance plc (Trading as Allianz Legal Protection).

**YOU, YOUR:** Any person domiciled in the United Kingdom who at the time of the **INSURED INCIDENT** has a current **POLICY** certificate issued by us or issuing intermediary and who has paid the appropriate premium, being the authorised driver of the main or towing vehicle and any other person who is entitled to drive the **INSURED VEHICLE** under **YOUR MOTOR POLICY**.

### What is covered

#### Section 1: Personal Injury and Uninsured Loss Recovery

**WE** will pay the **LEGAL COSTS AND EXPENSES** for legal proceedings started on **YOUR** behalf during the **PERIOD OF INSURANCE** and in connection with the following:

- a. The costs of pursuing civil claims arising from an **INSURED INCIDENT** relating to the use of the **INSURED VEHICLE** which results directly in **YOUR** death or personal injury and/or any other uninsured losses **YOU** incur.

If **YOU** are not awarded any costs or compensation **WE** will pay all **LEGAL COSTS AND EXPENSES** up to the limit under this section. If **YOU** are awarded costs, **YOU** must use these to repay the amount **WE** have paid out on **YOUR** behalf in connection with the proceedings but if the **LEGAL COSTS AND EXPENSES** are greater than the amount **YOU** are awarded for those costs and expenses, **WE** will pay the extra amount (up to the limit under this section).

If **YOU** are not awarded any costs or compensation, **WE** will pay all **LEGAL COSTS AND EXPENSES** up to the limit under this section. If **YOU** are awarded costs, **YOU** must use these to repay the amount **WE** have paid out on **YOUR** behalf in connection with the proceedings but if the **LEGAL COSTS AND EXPENSES** are greater than the amount **YOU** are awarded for those costs and expenses, **WE** will pay the extra amount (up to the limit under this section).

## Section 7: Bentley Motor Legal Expenses

### Section 2: Motor Prosecution Defence

**WE** will pay up to £100,000 in defending your legal rights including an appeal against conviction or sentence after an event which gives rise to a criminal prosecution against **YOU** for a motoring offence which arises in the **GEOGRAPHICAL LIMITS** as a result of **YOU** owning or using the **INSURED VEHICLE** where:

- a. The date when the motoring offence occurred or is alleged to have occurred is within the **PERIOD OF INSURANCE**.
- b. **YOU** are facing suspension or disqualification of **YOUR** driving licence, and
- c. There are **PROSPECTS OF SUCCESS** to secure a not guilty verdict.

### Section 3: Hire Vehicle Insurance

Subject to the terms below, if any **INSURED VEHICLE** is involved in a road traffic accident with an identifiable third party which results in the **INSURED VEHICLE** being **UNDRIVEABLE** or is stolen and not recovered or recovered in an **UNDRIVEABLE** condition **WE** will appoint a **HIRE VEHICLE COMPANY** to provide **YOU** or any **AUTHORISED DRIVER** with a **HIRE VEHICLE** for a period up to but not exceeding 14 days and for a maximum of two occasions in any one **PERIOD OF INSURANCE** provided that:

- a. There is no courtesy vehicle available.
- b. There is no credit hire option available.
- c. There is no other means of transport available.
- d. If the **INSURED VEHICLE** is stolen, **YOU** or the

**AUTHORISED DRIVER** have reported the theft to the police and have a crime reference number.

**WE** will pay for the rental charge for the **HIRE VEHICLE** and for delivery to and collection from **YOUR** location within the **GEOGRAPHICAL LIMITS**. **YOU** will be responsible for all other costs, and for handing back the **HIRE VEHICLE** when **YOUR** entitlement ends. If **YOU** do not hand back the **HIRE VEHICLE** at this time **YOU** will be responsible for all costs that **WE** incur, and **YOU** must repay these to **US**.

The rental charge for the **HIRE VEHICLE** will include cover by an insurance policy and **YOU** must be able to satisfy all the requirements of the **HIRE VEHICLE COMPANY**, (including having an acceptable driving licence and being over the age of 21 and under the age of 74), and sign and adhere to their terms and conditions.

**YOUR** entitlement to cover will end and the **HIRE VEHICLE** will be collected after 14 days or when the earliest of the following events occurs:

- a. The insured vehicle is recovered and repaired.
- b. Four working days after you receive a cheque from the insurers of your motor policy or any third party in settlement of a claim for loss of or relating to the insured vehicle.
- c. You receive an offer of settlement from the insurers of your motor policy which we feel is reasonable but which you reject.

**YOU** or the **AUTHORISED DRIVER** may pay additional charges to upgrade the class of vehicle or extend the hire period beyond 14 days at **YOUR** own cost.

### What is not covered

#### – applying to Section 1 and Section 2 above

**WE** will not pay **LEGAL COSTS AND EXPENSES** for legal proceedings in the following circumstances:

- a. Claims where there are no **PROSPECTS OF SUCCESS**. **WE** will continue to assess whether **PROSPECTS OF SUCCESS** exist throughout **YOUR** claim and if at any time **WE** consider **YOUR** claim no longer has **PROSPECTS OF SUCCESS** and/or an alternative course of action is appropriate and/or under the terms and conditions of the policy the claim is not admissible, then **WE** will inform **YOU** in writing of our decision and the reason behind that decision. Having informed **YOU** of this, and subject to the policy conditions, **WE** may withdraw further cover for **LEGAL COSTS AND EXPENSES**.
- b. Parking or obstruction offences.
- c. Where a reasonable estimate of the **LEGAL COSTS AND EXPENSES** is greater than the amount in dispute other than in relation to Uninsured Loss Recovery Claims.
- d. If **WE** have not agreed to the **LEGAL COSTS AND EXPENSES** in advance or before **WE** have accepted the claim in writing.
- e. Claims arising from any deliberate or criminal act or omission by **YOU**.
- f. Claims which relate to fines and penalties awarded against **YOU** by a criminal court.
- g. Where **YOU** are alleged to be under the influence of alcohol or drugs.



## Section 7: Bentley Motor Legal Expenses

- h. Any criminal proceedings brought against **YOU** which allege dishonesty or intentional violence
- i. Incidents involving an **INSURED VEHICLE** owned or driven by **YOU**, where **YOU** were not in possession of a valid driving licence or the **INSURED VEHICLE** was not covered by a valid test certificate where appropriate or was not in a road-worthy condition. For claims under What is **COVERED** Section 2: Motor prosecution defence **YOUR** driving licence must have no more than nine points on it at the date when the motoring offence occurred or is alleged to have occurred.
- j. The use of motor vehicles by or on behalf of **YOU** for racing, rallies, competitions or trials of any kind.
- k. If **WE** are not told about the claim within 180 days of the event which caused it.
- l. Claims arising from an **INSURED INCIDENT** that occurs outside the **GEOGRAPHICAL LIMITS** except enforcement of a judgement obtained from a court within the **GEOGRAPHICAL LIMITS** with our prior approval against a defendant who resides outside the jurisdiction of the court making the order.
- m. Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.
- n. Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
- o. Any direct or indirect consequence of:
- i) Irradiation, or contamination by nuclear material
  - ii) The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter
  - iii) Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
- p. Any consequence, howsoever caused, including but not limited to Computer Virus, of Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.
- For the purposes of this **POLICY**, Electronic Data shall mean facts, concepts and information stored to form usable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.
- For the purposes of this **POLICY**, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.
- q. **WE** will not provide cover, pay any claim or provide any benefit if doing so would expose **US** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.
- r. Any Value Added Tax that is payable on the costs incurred which **YOU** can recover from elsewhere.
- s. Any dispute arising from: an application for a review of the way that a decision has been made by a government authority, local authority or other public body (this is normally referred to as a judicial review); or any other challenge to any existing or proposed legislation.
- WE** will not pay for the following:
- a. Travelling expenses or compensation for being off work.
  - b. **LEGAL COSTS AND EXPENSES** if you withdraw from legal proceedings without our agreement.
  - c. **LEGAL COSTS AND EXPENSES** which are covered under a more specific insurance or if a claim has been refused by another insurance company.
  - d. **LEGAL COSTS AND EXPENSES** where fixed recoverable costs have already been recovered by the **SOLICITOR**.

## Section 7: Bentley Motor Legal Expenses

### What is not covered – applying to Section 3 above

- a. Any costs which have not been authorised by **US** in advance.
- b. Claims where **YOU** or the **AUTHORISED DRIVER** is comprehensively insured under a **MOTOR POLICY** and does not use the approved repairer where a courtesy vehicle would have been available.
- c. Claims where **YOU** or the **AUTHORISED DRIVER** fails to report the claim to us within 48 hours of the incident or becoming aware of the incident resulting in a claim unless there are mitigating/exceptional circumstances which prevented them reporting the claim within 48 hours.
- d. Any deliberately careless or negligent act or omission by **YOU**.
- e. Any claim when **YOU** have obtained a **HIRE VEHICLE** by fraudulent or deliberate misrepresentation or concealment. In this case the policy shall be immediately cancelled, the **PREMIUM** forfeited and the cost of any benefit **YOU** have received under this policy shall be repaid to **US**.
- f. Claims where the **INSURED VEHICLE** was unroadworthy at the time of the incident.
- g. The third or any subsequent claim within the same **PERIOD OF INSURANCE**.
- h. Any costs which could be recovered under any other insurance.

### Making a claim

To make a claim, you can contact us by:

Phone: 0333 043 3788

Address: The Claims Department Lawshield UK Limited  
850 Ibis Court Lakeside Drive, Centre Park, Warrington  
WA1 1RL

Email: [claims@lawshield-uk.com](mailto:claims@lawshield-uk.com)

**YOU** should not send us any documents until **WE** ask for them.

If **WE** decide that a reasonable settlement is unlikely, or **YOUR** interest would be better served by another course of action, **WE** will let **YOU** know.

**WE** will not pay for any **LEGAL COSTS AND EXPENSES** until **WE** have accepted the claim in writing.

### Conditions applying to Section 7

1) **YOU** must:

- a. Tell **US** in writing as soon as possible when a claim or possible claim happens.
- b. Give **US** any information and evidence **WE** need (**YOU** will have to pay any costs involved in this). **YOU** must not do anything to affect **YOUR** case.
- c. Tell **US** about any other legal expense insurance **YOU** have which may cover the same loss.
- d. Co-operate fully with **US**, the **CLAIMS ADJUSTER** or the **SOLICITOR**.

- e. Have a valid motor policy for the **INSURED VEHICLE** in force at the time of any **INSURED INCIDENT**.

2) Choice of solicitor

- a. Before legal proceedings are issued, **WE** will appoint a **SOLICITOR** from **OUR** panel to act on **YOUR** behalf to prosecute, defend or settle any claim **WE** accept under the terms of this policy.
- b. If legal proceedings need to be issued, **YOU** do not have to accept the **SOLICITOR** **WE** have chosen. **YOU** must send **US** in writing the full name and address of a **SOLICITOR** who **YOU** want to act for **YOU**.
- c. In choosing **YOUR SOLICITOR**, **YOU** must try and keep the cost of any legal proceedings as low as possible.
- d. If **YOU** cannot agree a suitable **SOLICITOR** with **US**, **YOU** can refer **YOUR** choice of **SOLICITOR** to arbitration in line with the conditions of this policy. If there is a dispute about the choice of **SOLICITOR**, **WE** will appoint a **SOLICITOR** to act on **YOUR** behalf to protect **YOUR** interests whilst arbitration takes place.
- e. If **WE** are insuring two or more people for one claim, **YOU** may choose **SOLICITORS**. **YOU** must send their name and address to us before **WE** agree to pay any **LEGAL COSTS AND EXPENSES**.
- f. Before **WE** accept **YOUR** choice of a **SOLICITOR**, or if **YOU** fail to choose a **SOLICITOR**, **WE** will be entitled to instruct a **SOLICITOR** on **YOUR** behalf.

## Section 7: Bentley Motor Legal Expenses

### 3) Representation

- a. **WE** can take over, and carry out in **YOUR** name, action to take or defend any claims and **WE** will have complete control over how legal proceedings are carried out.
- b. Legal costs and expenses payable are to be in no way affected by any agreement, undertaking or promise made or given by **YOU** to the **SOLICITOR**, witness expert or any **CLAIMS ADJUSTER**.
- c. **WE** shall have direct access to the **SOLICITOR** at all times and **YOU** must keep **US** fully informed of all material developments during **YOUR** claim. If **WE** ask **YOU** must instruct the **SOLICITOR** to produce to us any documents, information or advice in their possession and **YOU** must give the **SOLICITOR** any other instructions relating to the conduct of **YOUR** claim as **WE** may require.
- d. Our written consent must be obtained prior to:
  - i) The instruction of Counsel to appear before a Court (or tribunal) before which a **SOLICITOR** has a right of audience.
  - ii) The instruction of King's Counsel.
  - iii) The incurring of unusual experts fees or unusual disbursements.
  - iv) The making of an Appeal.
- e. If for any reason the **SOLICITOR** refuses to continue to act for **YOU** or if **YOU** withdraw **YOUR** claim from

the **SOLICITOR**, **WE** will not pay any further **LEGAL COSTS AND EXPENSES** unless **WE** agree to the appointment of an alternative **SOLICITOR** in accordance with the terms and conditions of this **POLICY**. **WE** will not pay any additional **LEGAL COSTS AND EXPENSES** arising solely as a result of the appointment of a new **SOLICITOR**.

- f. If **YOU** unreasonably withdraw from a claim without **OUR** prior agreement, then the **LEGAL COSTS AND EXPENSES** will become **YOUR** responsibility and **WE** will be entitled to be reimbursed by **YOU** for any costs paid or incurred during the course of the claim. This includes any **LEGAL COSTS AND EXPENSES** that **WE** consider **YOU** are obliged to pay solely because **YOU** withdrew from the claim.
- g. This insurance does not cover an Appeal unless **WE** are notified in writing by **YOU** no later than six working days before the time for making an Appeal expires and **WE** consider that there are prospects of success of such an Appeal succeeding.

### 4) Part 36 offers

- a. **YOU** or the **SOLICITOR** must inform **US** immediately in writing of any Part 36 offer under the Civil Procedure Rules made with a view to settling the claim. No agreement is to be made to settle the claim on the basis of both sides paying their own costs without **OUR** prior approval.
- b. If **YOU** or the **SOLICITOR** fail to tell **US** of any Part 36 offer, then **YOU** will be responsible to **US** for an amount equal to the detriment **WE** have suffered as a result of

**YOUR** failure to comply with this obligation, and **WE** may deduct this amount from any payment **WE** make under this section.

- c. If **YOU** do not accept a Part 36 offer and **YOU** do not subsequently achieve a higher award of compensation then **WE** will not pay any further **LEGAL COSTS AND EXPENSES** or opponent's costs unless **WE** were notified of the Part 36 offer and agreed to continue the proceedings.
- d. **WE** will not unreasonably withhold **OUR** agreement to continue proceedings however **WE** will have the right to ask **YOU** to instruct the **SOLICITOR** to obtain Counsel's opinion on the merits of the claim, defence, any Part 36 offer made by an opponent or proposed by **YOU**, or whether there are grounds for continuing the proceedings before **WE** agree to continue with **YOUR** claim.

### 5) Costs and recovery

- a. At **OUR** request, **YOU** must instruct the **SOLICITOR** to have the **LEGAL COSTS AND EXPENSES** taxed, assessed or audited by the relevant authority.
- b. You must take all reasonable steps to recover **LEGAL COSTS AND EXPENSES** payable under this **POLICY** from **YOUR** opponent and pay any recovered **LEGAL COSTS AND EXPENSES** to **US**.
- c. **WE** can take proceedings in **YOUR** name (at **OUR** own expense and for our own benefit) to recover from anyone else, any payment **WE** have made under this insurance.

## Section 7: Bentley Motor Legal Expenses

### 6) Arbitration

- a. If there is a dispute between **YOU** and **US** over the presentation, acceptance, rejection, control or discontinuance of any claims or representation at proceedings then at **YOUR** written request the dispute will be referred to an arbitrator, who shall be a **SOLICITOR** or Counsel that **YOU** and **WE** agree on. If there is no agreement on the choice of arbitrator one will be appointed by the President of the relevant Law Society of England or Wales or the President of the Law Society of Scotland, as appropriate. Both parties shall present such information relevant to their dispute as required by the arbitrator whose decision will be final and binding. All costs of resolving the dispute shall be met in full by the party against whom the decision is made, or as decided by the arbitrator.
- b. If there is a disagreement over the amount **WE OWE YOU**, **WE** will pass the matter to an arbitrator who both **YOU** and **WE** agree to. When this happens, the arbitrator must make a decision before **YOU** can start proceedings against **US**.

### 7) Choice of law

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which **YOUR** main residence is situated.

### 8) Cancellation

If **YOU** decide that for any reason, this policy does not meet **YOUR** insurance needs then please contact **YOUR** administrator/agent within 14 days from the day of purchase or the day on which **YOU** receive **YOUR** policy documentation, whichever is the later and **YOUR** administrator/agent will then refund **YOUR PREMIUM** in full.

If **YOU** wish to cancel **YOUR** policy after 14 days, **YOU** will be entitled to a pro- rata return of **PREMIUM**.

No refund will be payable if any claims have been made or are pending.

**WE** shall not be bound to accept renewal of any insurance and may at any time cancel this insurance by giving 14 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **YOU** at **YOUR** last known address. Valid reasons may include but are not limited to:

- a. Where **WE** reasonably suspect fraud
- b. Non-payment of **PREMIUM**
- c. Threatening and abusive behaviour
- d. Non-compliance with policy terms and conditions
- e. **YOU** have not taken reasonable care to provide accurate and complete answers to the questions **YOUR** administrator/agent asked.

If **WE** cancel the policy and/or any additional covers **YOU** will receive a refund of any **PREMIUMS YOU** have paid for the cancelled cover, less a proportionate deduction for the time **WE** have provided cover.

Where **OUR** investigations provide evidence of fraud or the deliberate failure to provide complete and accurate information, **WE** may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when **YOU** provided **YOUR** administrator/agent with incomplete or inaccurate information. This may result in **YOUR POLICY** being cancelled from the date **YOU** originally took it out and **WE** will be entitled to keep the **PREMIUM**.

### 9) Contribution

If **YOU** have other insurance against liability or loss covered by this policy, **WE** will not be liable for a greater proportion of such liability or loss than the applicable limit of liability bears to the total applicable limit of liability of all collectible insurance against such liability or loss.

### 10) Fraud and disclosure of information

- a. **YOU** must not act in a fraudulent way. If **YOU** or anyone acting for **YOU**:
- i) Fails to reveal or hides a fact likely to influence whether **WE** accept **YOUR** proposal, **YOUR** renewal, or any adjustment to **YOUR** policy
  - ii) Fails to reveal or hides a fact likely to influence the cover **WE** provide

## Section 7: Bentley Motor Legal Expenses



- iii) Makes a statement to us or anyone acting on our behalf, knowing the statement to be false
  - iv) Sends us or anyone acting on **OUR** behalf a document, knowing the document to be forged or false
  - v) Makes a claim under the policy, knowing the claim to be false or fraudulent in any way
  - vi) Makes a claim for any loss or damage **YOU** caused deliberately or with **YOUR** knowledge
  - vii) If **YOUR** claim is in any way dishonest or exaggerated **WE** will not pay any benefit under this policy or return any **PREMIUM** to **YOU** and **WE** may cancel **YOUR** policy immediately and backdate the cancellation to the date of the fraudulent claim. **WE** may also take legal action against **YOU** and inform the appropriate authorities.
- b. When **YOU** apply for, make changes or renew **YOUR** policy **YOU** must take reasonable care to:
- i) Supply accurate and complete answers to all the questions **YOU** are asked
  - ii) Make sure that all information **YOU** supply is true and correct
  - iii) Tell **YOUR** administrator/agent as soon as possible if any of the information **YOU** have provided is inaccurate or has changed.

If any information **YOU** provide is not accurate and complete, this may mean **YOUR** policy is invalid and that it does not operate in the event of a claim or **WE** may not pay any claim in full.

If **YOUR** policy is cancelled because of fraud or failure to disclose information, this may affect **YOUR** eligibility for insurance with **US**, as well as other insurers, in the future.



## Legal Expenses Complaints Procedure

It is our intention to give **YOU** the best possible service but if **YOU** do have any questions or concerns about this insurance or the handling of a claim **YOU** should in the first instance contact our offices. The contact details are:

Lawshield UK Limited 1210 Centre Park Square, Warrington WA1 1RU

Tel: 0800 731 3942

Email: [customerrelations@Lawshield-uk.com](mailto:customerrelations@Lawshield-uk.com)

Please ensure **YOUR** policy number is quoted in all correspondence to assist a quick and efficient response.

If it is not possible to reach an agreement, **YOU** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **YOU** are insured in a business capacity with a turnover of less than £6.5 million (or its equivalent in any other currency) and which either:

- a. Employs fewer than 50 persons,
- b. Has a balance sheet total of less than £5 million  
(or its equivalent in any other currency).

**YOU** may contact the Financial Ombudsman Service at:

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

Tel: 0800 023 4567

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

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

The above complaints procedure is in addition to **YOUR** statutory rights as a consumer. For further information about **YOUR** statutory rights contact **YOUR** local Citizens Advice.

### Financial Services Compensation Scheme (FSCS)

Allianz Insurance plc is covered by the Financial Services Compensation Scheme (FSCS). **YOU** may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim.

Most insurance contracts are covered for 90% of the claim with no upper limit. **YOU** can get more information about compensation scheme arrangements from the FSCS or by visiting [www.fscs.org.uk](http://www.fscs.org.uk)

**YOU** may also contact the FSCS:

Freephone number 0800 678 1100 or 020 7741 4100

Or you can write to:

Financial Services Compensation Scheme  
PO Box 300, Mitcheldean GL17 1DY

## Lawshield UK Limited Privacy Notice

This is a short privacy notice for Lawshield UK Ltd referred to as “**WE/US/OUR**” in this notice. **WE** understand that your privacy is extremely important to us. As a result, **WE** have put in place many measures to ensure that any personal data **WE** obtain from **YOU** is processed and maintained in accordance of the General Data Protection Regulation 2016 (GDPR). This statement provides **YOU** with details of the type of information **WE** may hold about **YOU**, how **WE** obtain and use the information and how **WE** protect **YOUR** privacy. This notice may be updated from time to time, please refer to **OUR** website for the most current version.

**OUR** data controller registration number issued by the Information Commissioner’s Officer is Z5685935.

This privacy notice is relevant to anyone who uses **OUR** services, including policyholders, prospective policyholders, and any other individuals insured under a policy. **WE** refer to these individuals as “**YOU/YOUR**” in this notice.

**WE** are dedicated to being transparent about what **WE** do with the information that **WE** collect about **YOU**. **WE** process **YOUR** personal data in accordance with the relevant data protection legislation.

### Why do **WE** process **YOUR** data?

The provision of **YOUR** personal data is necessary for **US** to administer **YOUR** insurance policy and meet **OUR** contractual requirements under the policy. **YOU** do not have to provide **US** with **YOUR** personal data, but **WE** may not be able to proceed appropriately or handle any claims if **YOU** decide not to do so.

### What information do **WE** collect about **YOU**?

Where **YOU** have purchased an insurance policy through one of **OUR** agents, **YOU** will be aware of the information that **YOU** gave to them when taking out the insurance. The agent will pass **YOUR** information to **US** so that **WE** can administer **YOUR** insurance policy.

**WE** have a legitimate interest to collect this data as **WE** are required to use this information as part of **YOUR** insurance quotation or insurance policy with **US**. **WE** may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

This notice explains the most important aspects of how **WE** use **YOUR** data.

Lawshield UK Ltd full privacy notice can be found by visiting **OUR** website [www.lawshield.co.uk](http://www.lawshield.co.uk) or request a copy by emailing us at [dataprotection@lawshield.co.uk](mailto:dataprotection@lawshield.co.uk).

Alternatively, you can write to us at: Compliance Department

Lawshield UK Limited 1210 Centre Park Square Lakeside Drive, Centre Park, Warrington WA1 1RU

## Allianz UK Group Privacy Notice Summary

Please find below a summary of our Privacy Notice. The full notice can be found on the Allianz UK website: [allianz.co.uk/privacy-notice.html](https://allianz.co.uk/privacy-notice.html)

If you would like a printed copy of our Privacy Notice, please contact the Data Rights team using the details below.

Allianz Insurance plc is the data controller of any personal information given to us about you or other people named on the policy, quote or claim. It is your responsibility to let any named person know about who we are and how this information will be processed.

Allianz Insurance plc, Allianz Engineering Inspection Services Limited, Petplan Ltd. and VetEnvoy are companies within the Allianz Holdings.

Anyone whose personal information we hold has the right to object to us using it.

They can do this at any time by telling us and we will consider the request and either stop using their personal information or explain why we are not able to.

If you wish to exercise any of your data protection rights you can do so by contacting our Data Rights team:

Telephone: 0208 231 3992

Email: [datarights@allianz.co.uk](mailto:datarights@allianz.co.uk)

Address: Allianz Insurance plc Allianz, 57 Ladymead Guildford Surrey GU1 1DB

Any queries about how we use personal information should be addressed to our Data Protection Officer:

Telephone: 0330 102 1837

Email: [dataprotectionofficer@allianz.co.uk](mailto:dataprotectionofficer@allianz.co.uk)

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