

# Courtesy Car Cover Plus Policy Document

insurethebox will not give financial advice on whether this policy is suited to your needs. You should read this entire document (in conjunction with your Private Car Policy documents) to ensure that it meets your needs. You should only purchase this policy if you believe that it is right for you.

The cost of this policy includes Insurance Premium Tax. This policy is only available to you at the time that you purchase or renew an insurethebox Private Car Policy.

insurethebox Private Car Policy policyholders have access to Courtesy Car Cover Plus – a suite of extra insurances provided to you for added protection and peace of mind. This document provides the terms and conditions of Courtesy Car Cover Plus. Please read it carefully and keep it in a safe place with your insurethebox Private Car Policy Document, your current Statement of Fact, Schedule, Certificate of Motor Insurance and Terms and Conditions.

If you need to make a claim against Courtesy Car Cover Plus you will need to refer to this document.

In return for payment of the premium **we** have agreed to insure you with the named insurer subject to the terms, conditions and exclusions contained in your Private Car Policy Document and this Courtesy Car Cover Plus Policy Document as noted on your Schedule for claims made within the territorial limits during the period of policy cover.

This policy is valid for a period of 12 months from the date of inception of your insurethebox Private Car Policy.

## Courtesy Car Cover Plus

Courtesy Car Cover Plus provides you with the following:

- Courtesy car hire up to 21 days
- Motor prosecution defence
- Counselling helpline
- Vehicle cloning protection
- Identity theft protection
- Legal & tax advice helplines
- Legal services website

## The laws that apply to Courtesy Car Cover Plus

Unless **we** have agreed otherwise with you, this insurance is governed by English law and all communication shall be conducted in English.

## About us

insurethebox is a trading style of Insure The Box Limited which is authorised by the Gibraltar Financial Services Commission, and authorised and subject to limited regulation by the Financial Conduct Authority. Details about the extent of **our** authorisation and regulation by the Financial Conduct Authority are available from **us** on request. Insure The Box Limited is incorporated in Gibraltar (Company Number: 102568), registered office: Montagu Pavilion, 8- 10 Queensway, Gibraltar.

## The Insurers

The Insurer of Courtesy Car Cover Plus is Brit Syndicate 2987 at Lloyd's, managed by Brit Syndicates Limited (BSL) of The Leadenhall Building, 122 Leadenhall Street, London, EC3V 4AB (Company number: 00824611 and Financial Services Register number: 204930). BSL is authorised by the Prudential Regulation Authority (PRA) and regulated by the Financial Conduct Authority (FCA) and the PRA. The Insurer has authorised ARAG plc, registered in England number 02585818, registered address; 9 Whiteladies Road, Clifton, Bristol BS8 1NN; to administer this insurance which is written under unique market reference B0356KA233D12A000 or replacement thereof. ARAG plc is authorised and regulated by the FCA registration 452369.

## Definitions

The words and meanings which are shown as definitions in your Private Car Policy Document will have the same meanings wherever they are shown in this Courtesy Car Cover Plus Policy Document unless **we** state otherwise.

The following words and terms have been given specific meanings in Section 11 Uninsured Loss Protection and where they are used in this Policy shall have the same meanings as shown for that Section of your Private Car Policy Document:

### Appointed Advisor

### Legal Costs and Expenses

### Reasonable Prospects of Success

### We/Us/Our

## The following additional definitions apply:

### Territorial Limit

The United Kingdom of Great Britain and Northern Ireland, the Channel Islands and Isle of Man.

### Communication Costs

The reasonable cost of UK phone calls, postage (including special delivery) photocopying or faxes and credit reports where you have taken advice from **our** Identity Theft Advice and Resolution Service and have been advised to correspond with credit agencies, banks, credit card companies, financial service providers or other parties in order to repair your credit rating, restore your identity or resolve a dispute that has arisen from the use of personal information without permission to commit fraud or other crimes.

### Automatic renewal

To make renewal easy for you, the extra insurances that are covered by this policy will be renewed automatically as described in your Private Car Policy.

### Cancellation

This policy will always expire on cancellation of your Private Car Policy and is subject to the cancellation conditions shown in that policy. (See Section 12, General Condition 6.) You can cancel this policy in full or in part within 14 days of the inception date of this policy and receive a full refund of premium unless you have made a claim. There will be no refund of premium if you cancel after 14 days of the inception date of this policy.

This policy is separate to your Private Car Policy so cancelling this policy will not automatically cancel your Private Car Policy. Please refer to the cancellation section of your Private Car Policy Document if you want to cancel your Private Car Policy as well.

If you or **we** cancel your Private Car Policy, then this Courtesy Car Cover Plus Policy will cancel automatically at the same time.

## Your Cover

### Section 1 Courtesy car hire

#### What is covered

If your car is declared a total loss following:

- a road traffic accident for which you are at fault, or
- fire, lightning, flood, vandalism, explosion, theft or attempted theft;

during the period of policy cover **we** will arrange and the insurer will pay for the costs of a courtesy car for a single period of up to 21 days provided that you meet the following conditions. Please note that a courtesy car cannot be provided until your claim has been accepted and cover has been confirmed.

The courtesy car will usually be a small car with a manual gearbox (typically a one litre hatchback or similar). The courtesy car is not intended to be an exact replacement for your car.

You, and anyone authorised to drive your car as detailed on your Certificate of Motor Insurance (and meets the conditions laid out below), will have access to the courtesy car and for the same uses as detailed on your Certificate of Motor Insurance.

#### Conditions for receiving a courtesy car:

You must

- be able to produce a current full valid driving licence which has been continuously in force for 6 months or more at the time of the incident;
- not work as an entertainer or professional sports person

You must co-operate fully with the courtesy car supplier chosen by **us** and comply with the terms of the hire contract.

Please also read the Appendix to this document which confirms the main terms and conditions relating to the courtesy car supply.

Where you do not meet the licensing or occupation conditions above, or where a courtesy car is unavailable, the insurer will reimburse you up to £250 towards reasonable and necessary alternative transport costs for travel within the UK. You will have to pay for the cost of transport at the time you arrange it and send official receipts to **us** to approve payment under this policy.

You must return the courtesy car when the supplier or **we** ask you to do so for any valid reason, such as the expiry of the 21 day period, or where you have replaced your own car with another one before 21 days has expired. You would also have to return the courtesy car if it is decided that your claim with insurethebox is not a valid one, such as where fraud is suspected, or where you have misrepresented information to insurethebox when applying for the Private Car Policy.

### What is not covered

The insurer will not pay for;

1. courtesy car charges or alternative travel costs incurred after you have purchased a replacement vehicle
2. courtesy car charges to any another supplier:
  - a) unless you do not meet the licensing or occupation conditions
  - b) unless **we** agree the cost with you before you commit to the charges
3. the cost of fuel
4. any fines for any parking or driving offences, congestion, tolls or road pricing charges and any additional costs for non-payment of these charges
5. any penalty imposed by the courtesy car supplier due to damage caused to, or late return of, the vehicle
6. any charges for travel on any commercial or private airplane.

## Section 2 Motor prosecution defence

### What is covered

The insurer will pay **legal costs and expenses** up to £50,000 for all criminal charges arising from the same event if you are prosecuted for a motoring offence during the period of policy cover and within the territorial limits provided that where you plead

- guilty and there is a greater than 50% chance of successfully reducing any sentence or fine, or
- not guilty and there is a greater than 50% chance of that plea being accepted by the court.

### What is not covered

You are not covered for;

1. an allegation or prosecution involving:
  - any deliberate act
  - assault or road-rage
  - dishonesty
  - the carriage or use of alcohol or illegal drugs
  - fines, penalties or compensation ordered against you
  - parking infringements or failing to pay a penalty for parking infringements.
2. driving:
  - without motor insurance
  - without a valid driving licence
  - outside the terms and conditions of your licence
  - outside the terms and conditions of your Certificate of Motor Insurance.

## Section 3 Counselling helpline

### What is covered

You and your family members can call **our** confidential counselling helpline for help and advice 24/7. **Our** qualified counsellors are available to provide telephone support on any matter that is causing you or those close to you upset or anxiety – from personal problems to bereavement. Calls to the counselling helpline are not recorded.

**To receive counselling over the telephone please call xxxx xxx xxxx**

### What is not covered

The insurer will not pay for the cost of face to face counselling sessions.

## Section 4 Vehicle cloning protection

### What is covered

The insurer will pay **legal costs and expenses** up to £50,000

- to appeal against parking fines or civil or criminal penalty notices brought against you and/ or
- where it is alleged that you have committed a criminal offence
- If you are the victim of vehicle number-plate cloning.

### What is not covered

The insurer will not pay

1. fines, penalties or compensation ordered against you
2. **legal costs and expenses** unless you can provide your car log book, driver's licence and proof of address.

## Section 5 Identity theft protection

### What is covered

- **Advice**

You have access to **our** identity theft advice helpline between 8am and 8pm seven days a week. This gives advice about keeping your identity secure and fraud prevention tips.

- **Resolution service**

If you have fallen victim to identity theft **our** experienced case-workers can help you to contact credit referencing agencies to review any incorrect information and amend or dispute any incorrect data. They will also draft letters for you to send to your bank or card provider.

- **Insurance protection**

The insurer will pay your communication costs. Provided you have contacted the identity theft advice and resolution service as soon as you first suspect that your identity may have been stolen the insurer will pay your **legal costs and expenses** up to £50,000 if the matter cannot be resolved and develops into a legal dispute with another party (such as your bank, card provider, a supplier of goods or services fraudulently purchased in your name or an official body).

Please contact the Advice and Resolution Service on xxxx xxx xxxx.

### What is not covered

The insurer will not pay

1. **legal costs and expenses** where a dispute arises between you and a member of your family or your (ex)/partner
2. for any money claimed, goods, loans, or other property or financial loss or other benefit obtained as a result of the identity theft.

## Section 6 Legal and tax advice helpline

### What is covered

If you have a personal legal or tax problem you can obtain confidential legal and tax advice over the telephone. The legal advice helpline is open 24/7 and tax advice is available between 9am and 5pm on weekdays (except bank holidays). The advice covers personal legal matters within EU law or UK tax law and you can use this service as often as you like subject to fair and reasonable use. Your query will be dealt with by a qualified specialist experienced in handling legal and tax related matters.

You can get advice by telephoning xxxx xxx xxxx.

### What is not covered

1. **We** cannot enter into correspondence with you.
2. Tax advice is limited to technical matters. **We** cannot provide advice about financial planning, goods or services.

## Section 7 Consumer legal services website

### What is covered

You can register at: [www.araglegal.co.uk](http://www.araglegal.co.uk) to access **our** law guide and download legal documents to help with consumer legal matters. **We** recommend viewing the two minute video tour before registering as a new user using **voucher code xxxxxxxxxxxxxxxx**. Registration is easy and allows you to set up your own user name and password. Once you have registered you can create and store on-line legal documents including a free will and consumer complaint letters.

When you select more complex documents you can opt to have them reviewed by a lawyer who will check that the content is valid and meets your particular needs. There is a charge to have documents reviewed.

## What is not covered

1. Documents are restricted to personal legal matters.
2. Some documents can only be used in England and Wales.
3. Many documents are free while others attract a modest charge.
4. Free document review.

Please refer to the legal services website for details [www.araglegal.co.uk](http://www.araglegal.co.uk)

## How to contact us if you have a claim

### Section 1 Courtesy car hire

Insurethebox will assist you to make a claim for courtesy car hire when assessing your accidental damage or fire and theft claim under Sections 1 or 2 of your Private Car Policy.

Please call us on **0330 103 0030\***

### Section 2 Motor prosecution defence

You must notify us if you need to make a claim as soon as possible. Under no circumstances should you instruct your own lawyer as the insurer will not pay any costs incurred without our agreement.

You can request a claim form between 9am and 5pm Monday to Friday (except bank holidays) by telephoning **xxxx xxx xxxxx** or by downloading one at [www.arag.co.uk/newclaims](http://www.arag.co.uk/newclaims)

We will send you a written acknowledgment within one working day of receiving your claim form.

Within five days of receiving all the information needed to assess the availability of cover under this policy, we will write to you either

- Confirming the appointment of a qualified advisor; or
- if the claim is not covered, explaining why in full and whether we can assist in another way.

### Section 3 Counselling helpline

Telephone **xxxx xxx xxxxx**

### Section 4 Vehicle cloning protection

You must notify us if you need to make a claim as soon as possible. Under no circumstances should you instruct your own lawyer as the insurer will not pay any costs incurred without our agreement.

You can request a claim form between 9am and 5pm Monday to Friday (except bank holidays) by telephoning **0117 917 1698** or by downloading one at [www.arag.co.uk/newclaims](http://www.arag.co.uk/newclaims)

We will send you a written acknowledgment within one working day of receiving your claim form.

Within five days of receiving all the information needed to assess the availability of cover under this policy, we will write to you either

- Confirming the appointment of a qualified advisor; or
- if the claim is not covered, explaining why in full and whether we can assist in another way.

### Section 5 Identity Theft Protection

- Identity theft advice and resolution service - please phone **xxxx xxx xxxxx** 8am to 8pm seven days a week.
- Identity theft legal expenses protection

If it becomes necessary to appoint an **appointed advisor**, you will be asked to make a written claim as described for options 2 and 3 above but the resolution service caseworker will have your information to hand and will be able to assist you.

### Section 6 Legal & Tax Advice

Telephone **xxxx xxx xxxxx**

### Section 7 Consumer legal services website

Go to [www.araglegal.co.uk](http://www.araglegal.co.uk) and enter your **voucher code (xxxxxxxxxxxxxxxx)** to register. After that you can create your own user id and password.

## Privacy statement

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

### Collecting personal information

ARAG may be required to collect certain personal or sensitive information which may include name, address, date of birth and if appropriate medical information. **We** will hold and process this information in accordance with the General Data Protection Regulations. Should **we** ask for personal or sensitive information, **we** undertake that it shall only be used in accordance with **our** privacy statement.

**We** may also collect information for other parties such as suppliers **we** appoint to process the handling of a claim.

### Using personal or sensitive information

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

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

### Keeping personal information

**We** shall not keep personal information for any longer than necessary.

### Your rights

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

## General Conditions

Please also read the Appendix to this document which confirms the main terms and conditions relating to the courtesy car supply.

Except for condition 3 – Accident and claims procedure, the General Conditions as shown in Section 12 of your Private Car Policy Document apply to this Courtesy Car Cover Plus policy.

For Sections: 2) Motor prosecution defence, 3) Vehicle cloning protection and 4) identity theft protection the following specific conditions that apply to Section 11 of your Private Car Policy Document also apply;

- The insured's responsibilities shown in conditions 1.b) to e)
- Freedom to choose an **appointed advisor** shown in condition 2
- Settlement shown in condition 3
- Barrister's opinion shown in condition 4
- Disputes shown in condition 5
- Contracts (Rights of Third Parties) Act shown in condition 7.

## General Exceptions

You are not covered for any claim arising from or relating to:

1. courtesy car hire charges, **legal costs and expenses** and or communication costs incurred without **our** consent
2. any actual or alleged act or omission or dispute happening before, or existing at the start of this policy and which you believed or ought reasonably to have believed could lead to a claim
3. any claim where you do not have legal permission to be staying in the UK if you are driving on a non-UK licence
4. a judicial review
5. a dispute with **us** not dealt with under Condition 6 of Section 11 of your Private Car Policy
6. General exceptions 4. Radioactivity; 5 War, terrorism, riot, civil unrest; and 8 Fraud shown in your Private Car Policy Document.

## Complaints

We are committed to providing a first class service at all times. However, if a complaint arises under this policy please call us on **0117 917 1561** (hours of operation are 9am – 5pm, Monday to Friday (excluding bank holidays). Alternatively you can e-mail us at:

**customerrelations@arag.co.uk**

Or, write to our Customer Relations Department at:

ARAG plc  
9 Whiteladies Road  
Clifton  
Bristol  
BS8 1NN

Should you remain dissatisfied you may be entitled to pursue your complaint further with Lloyd's. Please call **0207 327 5693**. Alternatively you can email Lloyd's at:

**complaints@lloyds.com**

Or, write to them at:

Lloyds  
One Lime Street  
London  
EC3M 7HA

If Lloyd's is not able to resolve the complaint to your satisfaction then you may refer it to the Financial Ombudsman Service. They can be contacted by telephone on **0800 023 4567** or **0300 123 9123\***; or you can email them at:

**enquiries@financial-ombudsman.org.uk**

Or write to them at:

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

### What happens if the insurer cannot meet its liabilities?

Brit Syndicate 2987 at Lloyd's is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation of up to 90% of the cost of your claim, in the unlikely event that the insurer cannot meet its obligations. Further information about compensation arrangements is available from the FSCS.

\* Any calls to numbers starting 03 cost the same as calls to numbers starting 01 or 02 and may be included in any inclusive calls package you may have. insurethebox does not earn any revenue from the use of the 03 number

## **APPENDIX – Important information on courtesy car hire under the Courtesy Car Cover Plus policy:**

Insurance for the courtesy car will be provided by the supplier who has its own Terms and Conditions which they will provide to you when a car is arranged. You need to be aware of the following information:

1. any policy excesses arranged on your insurethebox Private Car Policy do not apply to the courtesy car (refer to point 3 below)
2. the courtesy car supplier may make some charges in the following circumstances:
  - a) If you return the courtesy car with less fuel in than when it was delivered to you, there will be a charge of £1.60 plus VAT per litre of fuel subject to a minimum charge of £5.00
  - b) If you lose or damage the car key(s) or lock them in the courtesy car; or if you lose or damage the car handbooks; you will be charged £250 plus VAT
  - c) If the courtesy car is returned unduly dirty; you will be charged a fee for valeting of £35 plus VAT
  - d) You will be responsible for the full replacement cost of any tyres damaged whilst the courtesy car is in your possession
  - e) You will be responsible for any additional hire charges if you do not return the courtesy car when asked to
  - f) You will be responsible for any fixed penalty offence, parking or congestion charges whilst the courtesy car is in your possession
  - g) You will be responsible for any repair costs for wilful vandalism or wilful neglect by you.
3. the courtesy car supplier will charge the following policy excesses on any claims (please note that these replace the policy excesses in your insurethebox Private Car Policy):
  - a) £350 for any accidental damage and/or theft and/or vandalism (but note point 2.g above)
  - b) £75 plus VAT for any glass repair/replacement.

It is important that you read the full Terms and Conditions relating to the supply of the courtesy car as there are other terms that apply. The supplier will discuss these with you when you make a claim and will also provide you with a written copy for your own records.

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