

Important: Please read and keep it safe

Horizon Motorhome and Campervan Insurance Policy

COMFORT[®]
INSURANCE

Contents

Welcome. We've got you covered	Page
Need to make a claim?	3-4
Definitions	5
	6

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

Cover	Cover included	
Section 1	Loss of or damage to your vehicle	✓ 9
	Vehicle recovery and journey continuation	✓ 10
	Hire car, overnight accommodation or onward travel	✓ 10
	New vehicle replacement	✓ 10
	Child seats	✓ 11
	Repair guarantee	✓ 11
	Excesses	✓ 11
Section 2	Your liability	✓ 12
	Emergency treatment	✓ 13
	Liability of other persons driving or using your vehicle	✓ 13
	Legal costs	✓ 13
	Duty of care – driving at work, legal costs	✓ 13
	Driving other cars (Third Party Only)	✓ 13
Section 3	Injury to you or your partner	✓ 15
Section 4	Medical expenses and services	✓ 16
Section 5	Personal belongings, luggage, and ancillary equipment	✓ 16
Section 6	Vehicle recovery in the event of illness	✓ 17
Section 7	Claim free Driving	✓ 17
Section 8	Glass	✓ 17
Section 9	Continental use	✓ 17
Section 10	Replacement locks	✓ 18
Section 11	Personalised registrations	✓ 18
Section 12	Continental incident recovery	✓ 19
Section 13	Comfort Legal Protection	✓ 20
General exclusions		27
General conditions		28
Complaints procedure		33

Welcome. We've got you covered

Welcome to Comfort Insurance, underwritten by Aviva Insurance Limited. This policy forms part of your legal contract with **us** and defines exactly what **you** are covered against. There are two choices of cover. Please refer to **your schedule** for confirmation of the level of cover **you** have chosen.



Information and changes we need to know about

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

The contract of insurance

The following elements form the contract of insurance between the **policyholder** (who acts on behalf of himself/herself and each **person insured**) and **us**:

- your policy booklet (and any changes **we** tell **you** about at renewal);
- information contained on your application and/or statement of fact document as issued by **us**;
- your schedule – including any clauses (changes to the terms in this policy booklet) shown on it;
- **certificate of insurance**;
- information under the heading “Important Information” which **we** give **you** when **you** take out or renew your policy.

Please read them and keep them in a safe place.

Each renewal of the policy represents a new contract of insurance. In return for payment of the premium **we** will insure **you** in the event of an incident listed in this policy booklet, provided **you** comply with the terms.

Customers with disabilities

This policy and other associated documentation are also available in large print, audio and Braille. If **you** require any of these formats please contact Comfort Insurance, Comfort House, 8 Goresbrook Road, Dagenham, Essex, RM9 6UR or Telephone 020 8984 0777.

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. Comfort Insurance will also charge a fee of £30.00 to cover its administrative costs (plus Insurance Premium Tax, where applicable).

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. Comfort Insurance will also charge a fee of £30.00 to cover its administrative costs (plus Insurance Premium Tax, where applicable).

To cancel, please contact Comfort Insurance, Comfort House, 8 Goresbrook Road, Dagenham, Essex, RM9 6UR or Telephone: 020 8984 0777.

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 General Conditions section of this policy booklet.

Use of language

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

Telephone call charges and recording

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03, 020 & +44 1603 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection telephone calls may be recorded and/or monitored.

Choice of law

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

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

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.

Need to make a claim?

What to do if you or your vehicle is involved in an accident:

It is important to contact **us** quickly, even if there is no damage to the vehicle(s) or property. Let **us** know as soon as **you** can by calling **us** on **0800 0280038**. If **you** have an accident or loss whilst abroad, **you** should contact our helpline on **+44 1603 603 744**. The sooner **you** tell **us** what's happened, the sooner **we** can help **you** and any third party. This helps **us** keep prices lower for **you** and all our customers. Our claims service is available 24/7, every day of the year.

If you have had an accident or your vehicle has been damaged by fire, theft, or vandalism:

We'll arrange:

- for **you** and your passengers to be taken home or to your destination (in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man).*
- for **your vehicle** to be recovered to one of our **approved repairers**.
- to repair **your vehicle** or pay for it to be repaired and deliver it back to your home. The repair is covered by our Repair guarantee.*

If it's a write-off (can't economically be repaired), **we**'ll quickly agree a settlement with **you**.*

If you have a broken or chipped windscreen:

We'll arrange for the glass to be repaired or replaced by one of our suppliers.

If you have had an accident with a third party and caused them injury and/or damage to their vehicle/property:

We'll arrange:

- To manage the third party's claim, dealing with damage to their vehicle/property, providing mobility and handling any claims for injury suffered.

We will help resolve any claim from a third party on your behalf if anyone involved contacts **you** at any point after your incident, just pass them on to **us**.

*Excesses and policy limits apply.

Definitions

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

Advanced Driver Assistance Systems (ADAS)

Electronic systems fitted to **your vehicle** designed to assist with safety, the control and/or driving of **your vehicle**.

Ancillary Equipment

Free standing awning whilst attached to **your vehicle**, safari rooms and general camping equipment.

Approved repairer

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

Automated vehicle

A vehicle designated as being legally able to safely drive itself and is listed as an automated vehicle under the Automated & Electric Vehicles Act 2018.

Certificate of insurance

The current document that proves **you** and **persons insured** have the motor insurance required by the Road Traffic Acts to use **your vehicle** on a road or other public place. It shows who can drive **your vehicle**, what it can be used for and whether **you** are allowed to drive other cars. The certificate of insurance does not show the cover provided.

Computer system(s)

Any computer, hardware, **software**, applications, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, **data** storage device, networking equipment or back up facility.

Cyber Act

A deliberate unauthorised, malicious, or criminal act or series of acts, regardless of time and place which involves access to, processing of, use of, or operation of any **computer system(s)** and is intended to create, or to have the effect of creating an outcome which includes but is not limited to denial of access, threat, deception, hoax or extortion.

Data

All information, which is electronically stored, recorded, transmitted, or represented, or contained in any formats, materials or devices used for the storage of data including but not limited to operating systems, records, programs, **software** or firmware, code or series of instructions, facts, concepts, code or any other information of any kind.

Electric vehicle

A motor vehicle that is capable of being propelled solely by electrical power derived only from an electrical rechargeable battery which is charged externally.

Fire

Fire, self-ignition, lightning, and explosion.

Market value

The cost of replacing **your vehicle** with one of the same make, model, specification, year, mileage and condition. The market value, determined at the time of loss or damage, may also be affected by other factors such as MOT status (if one is required), how **you** purchased **your vehicle** and whether it has been previously declared a total loss.

Partner

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

Period of insurance

The period of time covered by this policy, as shown in your schedule, or until cancelled. Each renewal represents the start of a new period of insurance.

Personal belongings and luggage

The property of **persons insured** or members of the **policyholder's** family whilst contained in **your vehicle** and concealed in a fixed storage unit.

Persons insured

You/policyholder The policyholder named in your schedule.

Named driver

Person nominated by the **policyholder** as being a user (but not the main user) of **your vehicle** as described in your schedule, providing the **certificate of insurance** allows that person to drive **your vehicle**. (Named drivers are not entitled to benefits provided under 'Section 2 – Driving other cars').

Repair quality

Bodywork repairs, paint repairs and workmanship (the work carried out by skilled technicians) on repairs to **your vehicle** by our **approved repairer**.

Software

Any software, safety critical software, firmware, operating systems, electrical control systems, **data, data** storage materials, telecommunication links or any reliance on recognising, using or adopting any date, day of the week or period of time, other than the true or correct date, day of the week or period of time.

Storage

Your vehicle will be considered to be stored or in storage when it is not in use for the purposes of travel or other day-to-day activity.

Storage location

Your home address or the address recorded on your statement of fact of where **your vehicle** is kept when not in use.

Territorial limits

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

Theft

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

Your trailer

Any one trailer owned and used in connection with **your vehicle** other than:

- A mechanically propelled vehicle
- A horsebox
- A caravan

Use/Used

When **your vehicle** is being used and occupied overnight for holiday purposes.

We, us

Aviva Insurance Limited and any representative appointed by us to act on our behalf.

Your vehicle

The UK registered vehicle described in your policy schedule and **certificate of insurance** which is registered with the DVLA (or equivalent) as either a motorhome, motor caravan, a campervan or van with side windows.

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

Key

 These boxes highlight information we want to particularly draw your attention to	 These boxes give you additional helpful information	 These boxes highlight what your policy does not cover
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Section 1 – Loss of or damage to your vehicle

Loss of or damage to your vehicle

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

- repair **your vehicle** unless **you** notify **us** that **you** want **us** to pay someone else to repair it; or
- pay **you** a cash amount equal to the loss or damage.

The same cover also applies to standard fitted accessories in **your vehicle**. If the accessories were not fitted by **your vehicle** manufacturer, the cover is limited up to total of £500. **We** also cover **electric vehicle** charging equipment while these are in or on **your vehicle** or while in your private garage.

We may decide to use parts or accessories not supplied by the original manufacturer, but which are of a similar standard, including recycled parts.

If any part of **your vehicle** is obsolete, **we** will not pay more than our reasonable estimate of what was the manufacturer's list price (when it was last available for purchase) plus an appropriate fitting charge.

When **we** repair **your vehicle**, **we** will arrange for **ADAS** defects or errors due to the incident to be recalibrated or repaired.



Accessories are items permanently fitted to **your vehicle** which are not directly related to how it works as a vehicle. For example, in-built satnavs, cameras, comms kit or roof-racks. **You** can only claim for accessories under this section.

The most **we** will pay is the **market value** of **your vehicle**.

If **your vehicle** is in **storage**, this section will continue to apply when

- **Your vehicle** is stored at your private address; or
- **Your vehicle** is stored on the private driveway of a close friend or relative, if it forms part of their property (subject to acceptance of postcode)
- **Your vehicle** is stored at a Caravan and Storage Site Owners Association (CaSSOA) storage facility that has been approved by Comfort Insurance.
- **Your vehicle** is stored at a non-CaSSOA **storage location** that has been approved by Comfort Insurance.



There is no cover for loss or damage to **your vehicle** when the person driving was arrested and charged for Drink/Drug driving or failing to provide a specimen. Please refer to the General Exclusions Section. In the event information presented by **you** misrepresents your claim **we** reserve the right to seek recovery under General Condition - Fraud.

Trailers

We will also provide accidental damage, **fire** and **theft** cover for **your trailer** whilst attached to **your vehicle**.

The most **we** will pay is the **market value** up to a maximum amount of £3000.

Exclusion to Trailers

We will not pay for



- Theft or attempted theft of **your trailer** whilst detached from **your vehicle** unless **your trailer** is fitted with a proprietary hitch lock; or a wheel clamp of a proprietary make which surrounds part of the tyre and covers at least one of the wheel nuts.
- Any contents in/on **your trailer**.

Vehicle recovery and journey continuation

Following an incident in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, **we** will arrange to get **your vehicle** to one of our **approved repairers**.

Following a repair at one of our **approved repairers** **we** will deliver **your vehicle** back to your **storage location** address (shown on your statement of fact).

If **your vehicle** has been disabled through an incident covered under Section 1 of this policy in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, **we** can offer **you** or any **person insured** either:

- a hire car of up to 1600cc for 24 hours subject to the hirer's terms and conditions. This period of hire must commence within 48 hours of the incident, and excludes fuel costs, parking fees or fines; or
- overnight accommodation for the driver and the passengers up to a maximum of £750 in total. This does not include the cost of providing meals or drinks; or
- refund of the cost of public transport for the driver and passengers to reach the end of their journey subject to a maximum of £500. **You** will need to produce receipts to claim this.

You will need to produce receipts to claim. This rescue service also applies when an accident occurs in the Republic of Ireland – ring 1800 535005.

If **your vehicle** has been stolen and not recovered arrangements will be made to provide alternative transport up to a total value of £500 to complete the journey.



What if I want to use a garage of my choice?

We can arrange for **your vehicle** to be taken to a repairer of your choice if it is closer than our nearest **approved repairer**. This may lead to delays in arranging the repairs. If using your own repairer, **you** should arrange for any **ADAS** defects to be recalibrated or repaired.

Repair estimate

If using one of our **approved repairers**, **we** will not require **you** to submit an estimate for the repair works. If **you** use a garage that is not one of our **approved repairers**, **we** will require an itemised repair estimate which **we** must approve before the work begins. In the event an agreement on the cost of repairs at your chosen repairer cannot be reached, **we** reserve the right to ask **you** to:

- Arrange for **your vehicle** to be moved to our **approved repairer**.
- Give **us** an itemised estimate from another repairer.

New vehicle replacement

We will replace **your vehicle** with one of the same make, model and specification (providing one is available in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man) if, **you** or your **partner** are the first registered keepers, and within 36 months of buying it from new:

- any repair cost or damage in respect of any one claim is more than 70% of **your vehicle's** UK list price (including vehicle tax and VAT); or
- it is stolen and not recovered.

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

- purchased it outright; or
- under a finance agreement where ownership passes to **you**, or your **partner** and the Finance Company agrees.



Important note

- New vehicle replacement does not extend to vehicles sold as 'ex-demonstrators' or 'nearly new'.
- If the qualifying criteria set out above are not met, or **you** do not wish **us** to replace **your vehicle** with a new vehicle of the same make, model and specification, the most **we** will pay will be the **market value of your vehicle**.

Uninsured driver promise

If the driver of **your vehicle** is involved in an accident caused by an uninsured driver, **we** will refund the amount of any excess **you** have had to pay. **We** must be provided with the other driver's name, their contact details (telephone number or address) and their vehicle registration. This promise only applies where the driver of **your vehicle** was not at fault for the accident.

Child seats

If child seats are fitted in **your vehicle** and **you** make a claim under this section, **we** will pay the costs to replace them even if there is no apparent damage.

Repair guarantee

We will provide a lifetime guarantee on repair quality carried out on **your vehicle** by our **approved repairer** for as long as **you** own **your vehicle**. Repair quality means bodywork repairs, paint repairs and workmanship which is the work carried out by skilled technicians. All parts fitted to **your vehicle** by our **approved repairer** will be covered for the duration of the guarantee provided by the part manufacturer/supplier.



Exclusion to Repair guarantee

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

Excesses

An excess is an amount **you** will have to pay towards any claim.

- An excess will apply to most claims.
- An excess of £300 will apply if **your vehicle** is damaged as a result of a claim under Section 1 of this policy
- Your schedule will show the excess **you** will have to pay towards any claim. If more than one excess applies to your claim, the excesses will be added together.



Important note

An excess of £700 will apply to any claim under Section 1 of this policy in the event the annual mileage limit as shown on your schedule is exceeded by 500 miles or more in any one **period of insurance**.

If the premium for **your vehicle** has been based on **your vehicle** normally being kept overnight at an agreed **storage location**, in the event of a **theft**, checks will be made as to the location of **your vehicle**. If it is established that **your vehicle** is not normally kept overnight at the agreed **storage location** **we** may, without prejudice to other rights to void cover or reject the claim outright or increase the excess payable for any loss or damage to £500.



What if my vehicle is on finance?

If **we** know that **your vehicle** is still being paid for under a finance agreement, **we** will pay any claim to the owner described under that agreement.

- Where **your vehicle** is on finance and the agreement allows **you** to purchase the vehicle, any difference between what **we** pay the finance company and the **market value** will be paid to **you**.
- Where **your vehicle** is not or cannot be owned by **you** under the agreement (contract hire and some leasing arrangements) **we** will pay its asset value to the true owner.

If the outstanding amount of your finance exceeds any payment made under this policy, **you** will still be responsible for paying this.

The most **we** will pay is the **market value** of **your vehicle**.

Exclusions to Section 1

What **we** won't pay for:

- Loss of use, wear and tear, loss or damage which happens gradually, loss of value following repair, depreciation, failure of electronics, mechanical breakdown or breakage, or tyre damage caused by braking, punctures, cuts or bursts.
- Loss or damage if, at the time of the incident, it was being driven or used without your permission by someone **you** know (unless **you** have reported them to the Police).
- Loss or damage arising from **theft** while:
 - **your vehicle's** ignition keys (including any key, device or code used to secure, gain access to, or to enable **your vehicle** to be driven) have been left in or on **your vehicle**;
 - **your vehicle** has been left unattended with the engine running.
- Loss or damage arising from confiscation or requisition or destruction by or under order of any Government or Public or Local Authority.
- Loss or damage by deception.
- Loss or damage caused by the unauthorised, and/or malicious access to **computer system(s)** or electronic components and systems, resulting in any reprogramming of **software**, introduction of malware, codes or viruses with the intention or effect to cause such systems to stop, fail or function otherwise than is intended by the Vehicle Manufacturer.
- Loss or damage arising from domestic animals, moth, vermin or infestation.
- Loss or damage covered under Section 1 if **your vehicle** is stored for a period in excess of 48 hours anywhere other than the **storage location** disclosed to **us** in your statement of fact.
- Claims arising from the loss of or damage to television, radio and satellite dish aerial fittings and masts, and satellite navigation systems, unless an additional premium has been paid.
- Loss or damage resulting from **fire** or explosion in connection with the on-board domestic gas supply to privately converted vehicles where the supply is not fitted or serviced in accordance with the Gas Safety (Installation & Use) Regulations 1998.



Section 2 – Your liability

Your liability

Persons insured are covered against all amounts which may have to be paid as a result of them being legally liable for an incident involving **your vehicle**, resulting in:

- another person's death or injury
- damage to another person's property (up to a maximum amount of £20,000,000 plus a maximum amount of £5,000,000 to cover any claimant's costs and expenses).

Important note

If **your vehicle** is carrying any of these high category hazardous goods or being used or driven at any of these hazardous locations, the amount **we** will pay for damage to another person's property will be limited to £1,200,000 or such greater sum as may be required to meet the minimum insurance requirements of the Road Traffic Acts.



High Category Hazardous Goods Any substance within the following United Nations Hazard Classes: 1: Explosives; 5.2: Organic peroxides; 6.1: Toxic substances; 6.2: Infectious substances; 7: Radioactive materials.

Hazardous Locations

Power stations; Nuclear installations or establishments; Refineries, bulk storage or production premises in the oil, gas or chemical industries; Bulk storage or production premises in the explosive, ammunition or pyrotechnic industries; Ministry of Defence premises; Military bases; Rail trackside; Any other rail property to which the public do not have lawful access.

Emergency treatment

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

Liability of other persons driving or using your vehicle

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

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

Legal costs

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

- at a coroners inquest.
- at a fatal accident inquiry.
- in any proceedings brought under the Road Traffic Act or equivalent European Union legislation.

We will not pay representation for:

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

Duty of care – driving at work, legal costs

We will pay:

- the **person insured's** legal fees and expenses incurred with our written consent for defending proceedings including appeals;
- costs of prosecution awarded against the defendant arising from any health and safety inquiry or criminal proceedings for any breach of the:
 - Health and Safety at Work etc. Act 1974 – Covered up to £100,000;
 - Health and Safety at Work (Northern Ireland) Order 1978 – Covered up to £100,000;
 - Corporate Manslaughter and Corporate Homicide Act 2007 – Costs covered are unlimited.

Exclusions to Duty of care – driving at work, legal costs

We will not pay:

- unless the proceedings relate to an actual or alleged act, omission or incident committed during the **period of insurance** within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man and in connection with the business;
- unless the proceedings relate to an actual or alleged act, omission or incident arising from the ownership, possession or use by or on behalf of a **person insured**, of any motor vehicle or trailer in circumstances where compulsory insurance or security is required by the Road Traffic Acts;
- in respect of proceedings which result from any deliberate act or omission by any **persons insured**.



Driving other cars

We will insure **you** while driving any other private car (as long as **you** don't own it, or it is not being provided to **you** under a hire purchase agreement or any other finance agreement) within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man providing:

- **you** are driving the car with the owner's express consent;

- **you** still have **your vehicle** which 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 other cars.
- the car is not an **automated vehicle**.

Driving other cars is only available for the **policyholder**.



Important note

The cover provided to the **policyholder** is limited to third party damages only and only applies when driving a private car. A private car is a passenger carrying motor vehicle with not more than nine seats including the driver's seat and not used for hire and reward.

Exclusions to Section 2

What **we** won't pay for:

- anything which **persons insured** can claim for under another policy.
 - the death of, or injury to any employee of the **persons insured** which arises out of, or in the course of, that employee's duties, unless **we** must provide cover under the Road Traffic Acts.
 - loss of or damage to property that:
 - belongs to or is in the care of any **persons insured** who claim under this section, or
 - is being carried in **your vehicle**.
 - damage to the motor vehicle covered by this section.
 - a claim where **your vehicle** is an **automated vehicle** and is being driven or used in automated driving mode and the **policyholder** or **persons insured** at the time of an accident has:
 - made, or permitted alterations to any **software** which relates to functioning of **your vehicle** as an **automated vehicle**, except those provided and/or approved by the vehicle manufacturer and/or;
 - failed to install or permit installation of any safety critical software updates relating to the functioning of **your vehicle** as an **automated vehicle** which the **policyholder** or **persons insured** ought reasonably to have known were safety critical (**software** updates are safety critical if it would be unsafe to use the vehicle in question without the updates being installed).
- (X)**
- loss, damage, injury or death while any motor vehicle is being used on:
 - that part of an aerodrome or airport used for aircraft taking off or landing;
 - aircraft parking areas including service roads;
 - ground equipment parking areas; or
 - any parts of passenger terminals within the Customs examination area;
 unless **we** must provide cover under the Road Traffic Acts.
 - any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event, except to the extent that **we** must provide cover under the Road Traffic Acts:
 - (a) Terrorism

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

 - (i) the use or threat of force and/or violence and/or
 - (ii) harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means

caused or occasioned by any person(s) or group(s) of persons in whole or in part for political, religious, ideological or similar purposes, or is claimed to be caused or occasioned in whole or in part for such purposes.

(b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above.

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

- (i) £5,000,000 in respect of all claims resulting directly or indirectly from one originating cause, or
- (ii) such greater sum as may in the circumstances be required to meet the minimum insurance requirements of the Road Traffic Acts.



- loss, damage, injury or death directly caused by pollution or contamination unless caused by a sudden identifiable, unintended and unexpected event which occurs in its entirety at a specific time and place during the **period of insurance** except where such liability is required to be covered under the Road Traffic Acts. For the purposes of this exclusion, pollution or contamination means all pollution or contamination of buildings or other structures or water or land or the atmosphere.
- death or injury of any person caused by:
 - food poisoning; or
 - anything harmful contained in goods supplied; or
 - any harmful or incorrect treatment given at or from **your vehicle** or any motor vehicle covered by this section.
- loss, damage, injury or death that happens beyond the limits of any carriageway or thoroughfare and involves anyone, other than the driver or attendant of **your vehicle**, bringing a load to **your vehicle** for loading or taking a load away from **your vehicle** after unloading it.
- any claim if any **persons insured** under this section does not keep to the terms and conditions of this policy.

Section 3 – Injury to you or your partner

If **you** or your **partner** suffer accidental bodily injury as a result of:

- a road traffic accident in direct connection with the use of **your vehicle** and/or;
- travelling in **your vehicle**, getting in to or out of any other motor vehicle, not belonging to **you** or your **partner**, or hired to **you** or your **partner** under a hire purchase agreement.

We will pay **you** or your **partner** a maximum amount of £15,000 if, within three months of the incident, the injury is the sole cause of:

- death; or
- irrecoverable loss of sight in one or both eyes or total and permanent loss of hearing in one or both ears; or
- loss of any limb, which means severance at or above the wrist or ankle, or the total and permanent loss of use of a hand, arm, foot or leg.

The maximum amount **we** will pay **you** or your **partner** during any one **period of insurance** is £15,000.

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

Exclusion to Section 3



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

Section 4 – Medical expenses and services

If any persons in **your vehicle** are injured as a direct result of **your vehicle** being involved in an incident, **we** will pay for the medical expenses arising in connection with that incident.

The maximum amount **we** will pay for each injured person is £100.

The cover under this section applies irrespective of fault.

Section 5 – Personal belongings, luggage and ancillary equipment

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

The maximum amount payable for any one article or collection shall not exceed £500.

The settlement of any claim will be by replacement, repair and/or compensation at our option. **We** will take into consideration the age, quality, degree of use and consequent market value of items when calculating settlement. This cover is not “new for old”.

The maximum amount **we** will pay for any one incident is £5,000.



Important note

A claim can only be made under this section when also making a valid claim which is accepted under 'Section 1 – Loss of or damage to your vehicle'.

Exclusions to Section 5

We won't cover:

- goods or samples carried in connection with any trade.
- tools.
- confiscation or detention by HM Customs & Excise or other officials.
- thefts not reported to the police.
- Loss of **personal belongings, luggage** and **ancillary equipment** whilst **your vehicle** is left unattended unless there has been forcible or violent entry.
- Loss of **personal effects, luggage** or **ancillary equipment** occurring whilst **your vehicle** is being stored at any location other than the address of the insured or CASSOA facility.
- Claims arising from loss of, **theft**, vandalism, or damage to money, stamps and coin collections, tickets, documents, securities, contact or corneal cap or micro lenses, livestock, jewellery, furs, articles made of or containing precious metals, watches, binoculars, sports/angling equipment, spectacles, video cameras, photographic and associated equipment, video games and any portable equipment or accessories relating thereto, computers and portable Computers associated equipment or accessories, cellular, GSM & Satellite phones, portable Satellite navigation and radar detection systems, business goods and equipment, pedal cycles, marine equipment and craft, surfboards, sailboards or related equipment or fittings of any kind.
- The cost of replacing any undamaged items forming part of a set (other than a pair), suite or other article of uniform nature design or colour including carpets when damage occurs to a specific part and replacements cannot be matched.
- Any item insured elsewhere (for example on a home contents policy).



Section 6 – Vehicle recovery in the event of illness

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

Exclusions to Section 6

We won't cover:



- any incident which occurs outside of the **Territorial limits**;
- any incident where **your vehicle** is within a quarter of a mile of your home address or place where **your vehicle** is usually kept;
- any incident where **your vehicle** is disabled, has suffered mechanical or electrical breakdown or failure or is unroadworthy;
- any incident directly caused by, or due to, the effects of alcohol and/or drugs.

Section 7 – Claim free driving

This policy does not provide a no claim discount, but **we** do record your claim free driving experience. If evidence of previous no claim discount is provided to **us**, **we** will maintain a record whereby **we** can provide evidence of that discount to **you** at a later date should this be needed. If no fault claims are made whilst **you** are insured with **us**, **we** will also provide confirmation of this claim free driving. All policies are rated according to claim experience. Windscreen claims and replacement locks claims do not affect your claim free driving experience.

Section 8 – Glass

We will pay for the replacement or repair of the glass in **your vehicle's** windscreen, sunroof or windows if it is lost or damaged or the bodywork of **your vehicle** suffers scratching arising solely from the breakage of glass. The most **we** will pay will be the **market value** of **your vehicle**. **We** may use suitable parts not supplied by the original manufacturer.

Cover for this section is unlimited provided the glass is replaced by our **approved repairer**.

A maximum limit of £3,000 in any one glass claim applies if **you** use a non-approved repairer.

You will have to pay the first £150 of the cost of glass replacement. If the glass is repaired rather than replaced the excess will not apply.

Important note



- **You** must telephone our motor claims helpline on **0800 0280038**, before any work is carried out. **We** will direct **you** to our **approved repairer**.
- **We** do not provide a courtesy car if **you** are making a claim solely under this section.
- It is important to get any windscreen dependent **ADAS** (such as autonomous emergency braking, adaptive headlights, lane departure and traffic sign recognition) repaired or recalibrated as part of your glass claim.

Section 9 – Continental use – Compulsory insurance

This policy provides, as a minimum, the necessary cover to comply with the laws on compulsory insurance of motor vehicles in:

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

In addition to the minimum cover, full cover as described by your policy applies in all countries as defined in the territorial limits provided:

- **your vehicle** normally being kept in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.
- use of **your vehicle** for visits to countries outside Great Britain, Northern Ireland, the Channel Islands and the Isle of Man is not of a permanent nature.
- **your vehicle** remains in your custody or control. If for any reason **your vehicle** will not be within your custody or control for a period in excess of 48 hours, then **you** must notify Comfort Insurance in advance.

Cover includes:

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

Important note

Although the UK is no longer part of the European Union, your **certificate of insurance** provides sufficient evidence for travel in the **territorial limits**.



For some countries, **you** might need an International Driving Permit (IDP), a Visa or by law **you** may only be able to stay for up to 90 days in a 180 day period - see www.gov.uk/travel-abroad for up to date requirements.

There is no cover for countries outside the **territorial limits**.

Section 10 – Replacement locks

If your ignition keys including any device or code used to secure, gain access to or enable **your vehicle** to be driven are lost or stolen **we** will pay the cost to replace the affected locks, transmitters, central locking interface and any affected parts of the alarm and/or immobiliser.

The most **we** will pay will be the **market value** of **your vehicle**.

Exclusion to Section 10



We will not pay for:

- device replacement where **your vehicle** uses a mobile phone, smartphone or smartwatch as a digital key.

Section 11 – Personalised registrations

Following a total loss claim under 'Section 1 – Loss of or damage to your vehicle', **we** will pay **you** the current fee for transferring your personalised registration plate, where DVLA rules allow.

Exclusion to Section 11



We will not pay for:

- loss of value of a personalised registration for whatever reason or any loss of entitlement through non-application or renewal of the retention service.

Section 12 – Continental incident recovery

This section provides incident recovery for the **territorial limits** of the policy excluding Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

Cover is provided if **your vehicle** is disabled as a result of an incident covered under 'Section 1 – Loss of or damage to your vehicle' whilst being driven by **persons insured**.

Remember: Always carry all vehicle and insurance documentation when driving and never leave it in an unattended vehicle. If **you** are unfortunate enough to require Incident Assistance, please use these telephone numbers:

Calls from outside the UK: +44 1603 603 744

Calls from within the UK 0800 02802238

Once your details have been taken, one of our Personal Incident Managers will ring **you** back, if possible, and explain the appropriate action for your circumstances.

- onward transportation, if **your vehicle** cannot be repaired within 12 hours, **we** will provide **you** with up to 14 days self-drive car hire (including collision damage waiver, delivery charge and Green Card if required), or **we** will pay for standard/second class rail or both, so that **you** and up to seven passengers are able to continue your journey or return home. Any hired car cannot be brought into the United Kingdom, and **we** will arrange for a second hire car, costs for which are limited to £250, to get **persons insured** and passengers home once upon return to the United Kingdom.
- repatriation of **your vehicle** to your **storage location** or your nominated repairer in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, if **your vehicle** cannot be repaired before the end of your holiday period, subject to the cost of the repatriation not exceeding the **market value** of **your vehicle**.
- emergency repairs to make **your vehicle** secure again if the windows, windscreen or locks of **your vehicle** have been damaged by somebody trying to break into it. In this instance **you** must obtain a police report.
- passing an urgent message from our control centre to your relatives or a close business colleague if **your vehicle** cannot be moved as it has broken down or been in an accident, or damaged by **fire** or **theft**.
- If **your vehicle** cannot be reasonably repaired as a result of **fire** or **theft** which has happened abroad during the journey and it has to be scrapped under Customs supervision in the country where **your vehicle** is situated, or it has been stolen abroad during the journey and has not been recovered, **we** will pay indemnity against Continental or Irish Customs claims for any liability for duty claimed. This does not include any import duties that do not relate to **your vehicle**.

Whilst **you** are abroad **we** will offer **persons insured**:

- overnight accommodation expenses for the driver and passengers up to £35 per person per day, subject to an overall maximum of £560 in total. This does not include, however, the cost of meals or drinks.

We will provide emergency assistance by one of our contractors in the event of accident, **fire** or **theft**, or when the only qualified driver is unfit to drive. This cover applies within the **territorial limits**. Every effort is made to ensure a quality service is provided in Eastern European countries but this may not necessarily be of the same standard as in Western Europe. The situation varies from country to country but time delays may occur, telephones are sometimes not available, garage facilities maybe inadequate, spare parts are often not available, etc.

Exclusion to Section 12

We will not cover:

- the cost of any ferry crossings or toll charges
- the cost of spares or parts, petrol, oil, keys or other materials and garage labour
- any vehicle that cannot be recovered by normal trailers or transporters
- the transportation of any vehicle or trailer that contains domestic animals, horses or livestock
- the cost of any self-drive car hire collection charges
- any vehicle which is carrying a dangerous or illegal load.



Section 13 – Comfort Legal Protection

The cover under this section is provided by ARAG plc.

ARAG plc is authorised and regulated by the Financial Conduct Authority (FRN452369). Registered Address: Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW. Registered in England. Company Number 02585818.

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.

Definitions

The following definitions apply to this section only. If a term below is also defined in the general definitions section on page 5 of the policy, the definition below replaces the general definition for the purposes of this section.

Appointed advisor.

The solicitor or other advisor appointed by **us** to act on **your** behalf.

Collective conditional fee agreement

A legally enforceable agreement entered into on a common basis between the **appointed advisor** and **us** to pay their professional fees on the basis of 100% “no-win no-fee”.

Conditional fee agreement

A legally enforceable agreement between **you** and the **appointed advisor** for paying their professional fees on the basis of 100% “no-win no-fee”.

Insured vehicle

The motorhome, motor caravan, campervan or van with side window specified in the motor insurance policy bought at the same time as this insurance and any trailer attached to it.

Insurer

ARAG Legal Expenses Insurance Company Limited.

Legal costs & expenses

- Reasonable legal costs, fees and disbursements reasonably and proportionately incurred by the **appointed advisor** on the standard basis and agreed in advance by **us**. The term “standard basis” can be found within the Court’s Civil Procedure Rules Part 44.3.
- In civil claims, other side’s costs, fees and disbursements where **you** have been ordered to pay them or **you** pay them with **our** agreement.

Reasonable prospects of success

- Other than set out below, a greater than 50% chance of **you** successfully pursuing or defending the claim and, if **you** are seeking damages or compensation, a greater than 50% chance of enforcing any judgment that might be obtained.
- In criminal prosecution claims where **you**:
 - plead guilty, a greater than 50% chance of reducing any sentence or fine or
 - plead not guilty, a greater than 50% chance of that plea being accepted by the court.
- In all claims involving an appeal, a greater than 50% chance of **you** being successful.

Where it has been determined that **reasonable prospects of success** do not exist, **you** must pay any legal costs incurred if **you** proceed with **your** claim irrespective of the outcome.

Replacement hire vehicle

A replacement vehicle as decided by **us** or agents on **our** behalf supplied to **you** in the event of a claim under this section of the policy.

Territorial limit

- For Insured events 1., 2., and 3., the United Kingdom, Channel Islands, Isle of Man, Norway, Switzerland, and countries in the European Union.
- For Insured event 4., England and Wales, the mainland of Scotland and Northern Ireland and the Isle of Man, Jersey, and Guernsey.

Vehicle hire costs

The cost of hiring a replacement vehicle, where the arrangements for hire are made by **us** while the **insured vehicle** is being repaired following a road traffic collision that is entirely the fault of another party.

We/Us/Our

ARAG plc who is authorised under a binding authority agreement to administer this insurance on behalf of the **insurer**.

You/Your

- The person(s) named in the motor insurance policy schedule to which this policy attaches.
- Any legally insured driver, or passenger in or on an **insured vehicle** with the consent of the person named above.

Legal and tax advice helpline 0344 571 7977

If **you** have a legal or tax problem, **we** recommend **you** call **our** confidential legal and tax advice helpline. Legal advice is available 24 hours a day, 365 days of the year, and tax advice is available between 9am and 5pm on weekdays (except bank holidays).

We give advice about personal legal matters within UK, Isle of Man, Channel Islands and EU law and personal tax matters within the UK. **Your** query will be dealt with by a qualified specialist who is experienced in handling legal and tax-related matters.

Use of this service does not count as reporting a claim.

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

Our helplines are subject to fair and reasonable use. What is fair will depend on individual circumstances. However, if **our** advisors believe that **you** are using the helpline too often, they will tell **you**. If following that warning, **you** do not reduce calls to a more reasonable level, **we** can refuse to accept further calls.

Section 13 claims procedure

If **you** instruct **your** own solicitor without telling **us**, **you** will have to pay costs that are not covered by this section of the policy.

For claims under Insured events 1 (UK) and 4

- Call **us** on **0333 000 7906** as soon as possible. This line is open 24 hours a day, 365 days a year.
- **We** will ask **you** to describe what has happened to cause damage to the **insured vehicle** and names and addresses of all parties involved including any witnesses.
- If the advisor believes the accident is another party's fault, **we** will arrange for:
 - **you** to be contacted for help to claim back losses (such as **your** motor policy excess) and talk about **your** need and suitability for a replacement vehicle,
 - our **appointed advisor** to contact **you** about claiming compensation for any injuries.
- Ensure that no contact is made with anyone else about claiming compensation for personal injury or claiming back **your** losses until **you** hear from **us**.

There may sometimes be circumstances, such as local unavailability, in which **we** are unable to provide a comparable **replacement hire vehicle**. In such cases **we** will try to provide an alternative replacement vehicle.

For claims under Insured events 1 (outside of the UK), 2 and 3

- A claim can be made online at **www.arag.co.uk/newclaims**. Alternatively, **you** can obtain a claim form by downloading one at **www.arag.co.uk/newclaims** or by calling **us** on **0330 303 1955** between 9am and 5pm weekdays (except bank holidays).
- The completed application and supporting documentation can be submitted online or sent to **us** by email, or post. Further details are set out on **our** website.
- **We** will contact **you** to confirm **we** have received **your** claim application by the end of the next working day after receiving **your** claim application.
- Within five working days of receiving all the information needed to check **your** claim under this section of the policy, **we** will contact **you** either:
 - confirming cover under the terms of this policy and advising **you** of the next steps to progress **your** claim; or
 - if the claim is not covered, **we** will explain in full the reason(s) why, and advise whether **we** can assist in another way.
- When a representative is appointed by **us**, they will try to resolve **your** claim without delay.

We will check on the progress of **your** claim with the **appointed advisor** from time to time. Sometimes matters cannot be resolved quickly, particularly if the other side is slow to cooperate or a legal timetable is decided by the courts.

Your cover

Following an Insured event, the **insurer** will pay **legal costs & expenses** including the cost of appeals up to £100,000 for all claims related by time or originating cause where **you** meet all of the following requirements.

1. **You** keep to the terms of this section of the policy and cooperate fully with **us**.
2. The Insured event happens within the **territorial limit**.
3. The claim
 - always has **reasonable prospects of success** and
 - is reported to **us**
 - during the **period of insurance** and
 - as soon as **you** first become aware of an event which could give rise to a claim.
4. Unless there is a conflict of interest, **you** must always agree to use the **appointed advisor** chosen by **us** before proceedings have been or need to be issued.
5. Any dispute will be dealt with through the personal injury process online, a court or the Motor Insurers' Bureau within the **territorial limit**.
6. **You** must enter into a **conditional fee agreement** (unless the **appointed advisor** has entered into a **collective conditional fee agreement** with **us**) where this is legally permitted.

Insured events covered

1. Claiming back losses which are not otherwise insured

An event which is another party's fault that:

- damages the **insured vehicle** and/or personal property in or on it, and/or
- injures or kills **you** whilst in or on an **insured vehicle**.

2. Motor prosecution defence

You are served with a notice of prosecution following an alleged motoring offence.

3. Motor contract disputes

A breach or alleged breach of an agreement or alleged agreement which has been entered into by **you** for the sale, purchase, hire purchase, lease, service, repair or testing of an **insured vehicle**.

4. Replacement hire vehicle

We will arrange a **replacement hire vehicle** for **you** within the **territorial limit**, and the **insurer** will pay **your vehicle hire costs** following a road traffic collision where another party is at fault, which immobilises **your insured vehicle**.

Provided that:

- **you** agree to **us** seeking to recover **vehicle hire costs** in **your** name, and any costs recovered must be paid to **us**
- **we** will choose the vehicle hire company and the type of **replacement hire vehicle**
- **we** will decide on the duration of the vehicle hire period. It will however be for a maximum of 14 continuous days or for the period of repair, whichever comes first. The **replacement hire vehicle** must be returned when the repair has been completed and at all times no later than the maximum period of hire permitted under this cover
- **you** must tell **us** as soon as the **insured vehicle** becomes available to **you** again.
- **you** must meet the age and licensing rules of the vehicle hire company **we** choose and must follow any terms and conditions of hire.

When **you** call **us** to claim under Insured events 1. and 4. **we** will accept **your** call as notification of **your** claim.

For claims brought against Insured events 2. and 3. below **we** must have received **your** fully completed claim application.

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

Exclusions under Insured event 1

Any claim arising from or relating to an agreement **you** have entered into with another party.

Exclusions under Insured event 2

1. Any claim arising from or relating to:
2. an allegation or prosecution involving parking infringements or failing to pay a penalty for parking infringements driving:
 - without valid motor insurance for the **insured vehicle**
 - without a valid driving licence
 - while using a mobile phone.

Exclusions under Insured event 3

Any claim arising from or relating to:

1. an amount which is less than £250
2. the settlement payable under an insurance policy.

Exclusions under Insured event 4

1. **Vehicle hire costs** if **you** are claiming against a person who does not have valid motor insurance or cannot be identified or traced.
2. **Vehicle hire costs** where **you** have made **your** own arrangement for vehicle hire after an Insured event.

Section 13 exclusions

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

1. costs incurred without **our** consent.
2. any actual or alleged act, accident, omission or dispute happening before, or existing at the start of this policy, and which **you** knew or ought reasonably to have known could lead to a claim.
3. an allegation against **you** involving:
 - assault, violence, road-rage or malicious falsehood
 - the carriage or use of alcohol or illegal drugs
 - illegal immigration
 - money laundering or bribery offences, breaches of international sanctions, fraud, or any other financial crime activities

4. defending a claim in respect of damages for personal injury, or loss or damage to **your** property
5. a judicial review
6. a dispute with **us**, the **insurer** or the party who arranged this cover not dealt with under Condition 6
7. pressure waves from aircrafts or other aerial devices travelling at sonic or supersonic speed.
 - any terrorist action (regardless of any other cause or event contributing concurrently or in any other sequence to the liability) or any action taken in controlling, preventing or suppressing terrorist action.
 - a dispute where providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.
8. The payment of fines, penalties or compensation awarded against **you**; or costs awarded against **you** by a court of criminal jurisdiction.

Section 13 Conditions

Where the **insurer's** risk is affected by **your** failure to keep to these conditions the **insurer** can refuse a claim or withdraw from an ongoing claim. The **insurer** also reserves the right to claim back **legal costs & expenses** from **you** if this happens.

Your responsibilities

You must:

- tell **us** immediately of anything that may make it more costly or difficult for the **appointed advisor** to resolve the claim in **your** favour.
- cooperate fully with **us**, give the **appointed advisor** any instructions **we** require, and keep them updated with progress of the claim and not hinder them.
- take reasonable steps to claim back **legal costs & expenses** and, where recovered, pay them to the **insurer**.
- allow the **insurer** at any time to take over any claim in **your** name.

Freedom to choose an appointed advisor

- In certain circumstances as set out below **you** may choose an **appointed advisor**. In all other cases, no such right exists and **we** shall choose the **appointed advisor**.
- If:
 - a suitably qualified advisor considers that it has become necessary to issue proceedings or proceedings are issued against **you**, or
 - there is a conflict of interest.**you** may choose a qualified **appointed advisor**.
- Where **you** wish to exercise the right to choose, **you** must write to **us** with **your** preferred representative's contact details.
- Where **you** choose to use **your** preferred representative, the **insurer** will not pay more than **we** agree to pay a solicitor from **our** panel and will pay only the costs that the **insurer** would have been liable to pay. (**Our** panel solicitor firms are chosen with care, and **we** agree special terms with them, including rates which may be lower than those available from other firms.)
- If **you** dismiss the **appointed advisor** without good reason, or withdraw from the claim without **our** written agreement, or if the **appointed advisor** refuses with good reason to continue acting for **you**, the **insurer's** liability in respect of that claim will end immediately.

Consent

- **You** must agree to **us** having sight of the **appointed advisor's** file relating to **your** claim. **You** are considered to have provided consent to **us** or **our** appointed agent to have sight of their file for auditing and quality control purposes.
- A claim can only be brought with the agreement of the person who paid the premium for this policy.

Settlement

- The **insurer** can settle the claim by paying the reasonable value of **your** claim.
- **You** must not negotiate or settle the claim without **our** written agreement.
- If **you** refuse to settle the claim following advice to do so from the **appointed advisor** the **insurer** reserves the right to refuse to pay further costs.

Barrister's opinion

We may require **you** to obtain and pay for an opinion from a barrister if a dispute arises regarding the merits or value of the claim. If the opinion supports **you**, then the **insurer** will reimburse the reasonable costs of that opinion. If that opinion conflicts with advice obtained by **us**, then the **insurer** will pay for a final opinion which shall be binding on **you** and **us**. This does not affect **your** right under the Disputes condition below.

Disputes

If any dispute between **you** and **us** arises from this section of the policy, **you** can make a complaint to **us** as described under the Section 13 complaints procedure and **we** will try to resolve the matter. If **we** are unable to satisfy **your** concerns **you** can ask the Financial Ombudsman Service to arbitrate over the complaint.

Other insurance

The **insurer** will not pay more than their fair share (rateable proportion) for any claim covered by another policy, or any claim that would have been covered by any other policy if this section of the policy did not exist.

Fraudulent claims and claims tainted by dishonesty.

- If **you** make any claim which is fraudulent or false, the policy may become void and all benefit under it may be lost.
 - **You** must at all times be entirely truthful, accurate and open in any evidence, disclosure or statement **you** give and must act with complete honesty and integrity throughout. Where, on the balance of probabilities and having considered carefully all the facts of the claim, it appears that **you** have breached this condition and that the breach has:
 - affected **our** assessment of **reasonable prospects of success**, and/or
 - prejudiced any part the outcome of **your** claim.
- the **insurer** shall have no liability for **legal costs & expenses** incurred from the date of the breach.

Cancellation

In addition to the cancellation conditions as set out under general conditions, the **insurer** may also cancel the policy and refund the premium for the remaining **period of insurance** if at any time **you**:

- enter into a voluntary arrangement or a deed of arrangement or
- become bankrupt, are placed into administration, receivership, or liquidation or
- have **your** affairs or property in the care or control of a receiver or administrator.

Acts of Parliament, Statutory Instruments, Civil Procedure Rules & Jurisdiction

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

Contracts (Rights of Third Parties) Act 1999

A person who is not insured under this contract has no right to enforce the terms and conditions of this policy under the Contracts (Rights of Third Parties) Act 1999.

Section 13 complaints procedure

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:

- **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).
- **customerrelations@arag.co.uk**
- **ARAG plc, Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW.**

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 contacted at:

- **0800 0234 567** or **0300 1239 123**
- **complaint.info@financial-ombudsman.org.uk**
- **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**.

The FOS's decision is binding upon the **insurer**, but **you** are free to reject it without affecting **your** legal rights.

Privacy Statement

This is a summary of how **we**, on behalf of the **insurer**, collect, use, share and store personal information. To view **our** full privacy statement, please see **our** website **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 relevant data protection regulations and legislation. 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 section of the 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 exclusions

These exclusions apply to all covers in this booklet

What **we** won't pay for:

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

We will not withdraw this cover,

- (i) while **your vehicle** is in the custody or control of:
 - a member of the motor trade for the purposes of maintenance or repair, or
 - an employee of a hotel or restaurant or car parking service for the purpose of parking **your vehicle**.
 - (ii) if the injury, loss or damage was caused as a result of the **theft of your vehicle**.
 - (iii) by the reason of the person driving not having a driving licence, if **you** had no knowledge of such deficiency.
 - (iv) If **your vehicle** is being used by any persons insured in connection with unpaid voluntary work
- any liability **persons insured** have agreed to take on except to the extent **persons insured** would have had that liability if that agreement did not exist.
 - loss or destruction of, or damage to, any property or associated loss or expense, or any other loss, or
 any legal liability that is directly or indirectly caused by, contributed to by or arising from:
 - (i) ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - (ii) the radioactive, toxic explosive or hazardous properties of any explosive nuclear assembly or nuclear component thereof.
 - any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event:
 - (a) War, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion, assuming the proportions of or amounting to an uprising, military or usurped power.
 - (b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above.
- except to the extent that it is necessary to meet the requirements of the Road Traffic Acts.
- any accident, injury, loss or damage if **your vehicle** is registered outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.
 - any loss or damage arising from a deliberate act by **you** or any person driving or using **your vehicle**.
 - any accident, injury, loss or damage arising from the use of **your vehicle** while taking part in any competitions, trial, performance test, race or trial of speed, including off road events and **track days**, whether between motor vehicles or otherwise, and irrespective of whether this takes place on any circuit or track, formed or otherwise, and regardless of any statutory authorisation of any such event.

- any accident, injury, loss or damage which happened whilst **you** or any **persons insured** to drive **your vehicle** as named on your **certificate of insurance** was driving **your vehicle** and was arrested and charged with:
 - being over the legal limit for alcohol or drugs
 - driving whilst unfit through alcohol or drugs, whether prescribed or otherwise
 - failing to provide a sample of breath, blood or urine when required to do so, without lawful reason



If convicted of any of these offences, our liability under 'Section 2 – Your liability', will be restricted to meeting obligations under the Road Traffic Acts. In those circumstances **we** will recover from **you** and/or the **person insured** driving **your vehicle** all sums paid in respect of any claim arising from the accident.

- any consequence whatsoever which is directly or indirectly, wholly or in part, the result of, caused by, arising from or in connection with any **Cyber Act** except to the extent that **we** must provide cover under the Road Traffic Acts.
- any consequence whatsoever resulting directly or indirectly from or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **data**, including any amount pertaining to the value of such **data** except to the extent that **we** must provide cover under the Road Traffic Acts.

General conditions

These conditions apply to all covers in this booklet

The contract of insurance

The following elements form the contract of insurance between the **policyholder** (who acts on behalf of himself/herself and each **person insured**) and **us**, please read them and keep them in a safe place:

- your policy booklet;
- information contained on your application and/or statement of fact document as issued by **us**;
- your schedule – including any clauses (changes in the terms of your policy) shown on it;
- **certificate of insurance**;
- Information under the heading “Important Information” which **we** give **you** when **you** take out or renew your policy;
- changes to this policy or important information **we** give **you** at renewal.



Important note

It is the **policyholder's** responsibility to ensure that all **persons insured** are aware of the terms and conditions of this policy

Renewal of the contract of insurance

Each renewal of the policy represents a new contract of insurance.

- For existing customers who pay monthly by Direct Debit to Comfort Insurance the **policyholder** enters into a new contract of insurance with **us** commencing on the cover start date shown on your renewal schedule.
- For existing customers who pay annually or monthly, other than as set out in paragraph (i) above, the **policyholder** enters into a new contract of insurance with **us** commencing on the date when the **policyholder** agrees to renew the policy and to pay the premium. **Persons insured** will be covered for the **period of insurance** shown on your renewal schedule.

Information and changes we need to know about

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

Please tell Comfort Insurance 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 schedule. **You** must also tell Comfort Insurance 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 **your vehicle**.
- any modifications to **your vehicle**.
- any change affecting ownership of **your vehicle**.
- any change in the way that **your vehicle** is used.
- any change in security devices fitted to **your vehicle**.
- any change in **storage location** and the security of the **storage location**.

If **you** are in any doubt, please contact Comfort Insurance.

When **we** are informed of a change, **we** will tell Comfort Insurance if this affects your policy, for example whether **we** are able to accept the change and if so, whether the change will result in revised terms and/or premium being applied to your policy.

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

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

Accurate Information

You must always take reasonable care to give full and correct answers to the questions **we** ask. If **you** don't give **us** full and correct information, **we** may:

- change your premium, excess or cover
- refuse to pay all or part of a claim or cancel your cover

Claims procedures

Your duties

You must contact **us** as soon as reasonably possible and provide all the information, documents, evidence and help **we** need to settle your claim or pursue a recovery.

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

Anyone claiming under this policy must not admit to any claim, promise any payment or refuse any claim without our consent.

You must notify the police as soon as reasonably possible if **your vehicle** is lost, stolen or broken into.

Our rights

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

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

Below are some examples of what we may request. However, we may also ask for other information, documents and assistance relevant to your claim.		
Information	Documents	Assistance
• Details of third parties and witness • Statement of events relating to your claim • Sketch or photograph of the accident scene • Correspondence received from another party (including court papers)	• Driving licence • Proof of identity and address • Vehicle documentation such as V5, MOT and proof of purchase • Receipts and invoices • Finance documents	• Attendance at court • Meetings with solicitors or us

Cancellation rights

Your rights

You can cancel this policy and/or remove optional covers at any time by contacting Comfort insurance.

Your cancellation rights in the 14 day statutory cooling off period, are shown in the section headed ‘Welcome. We’ve got you covered’ within this booklet.

Following the expiry of your 14 day statutory cooling off period, **you** continue to have the right to cancel this policy and/or any additional cover options provided by **us** at any time during its term. If **you** do so, **you** will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time **we** have provided such cover.

If **you** decide to cancel your policy **you** will be entitled to a refund of the premium paid, subject to a deduction for the time for which **you** have been covered. This will be calculated on a proportionate basis for the period for which **you** received cover, and Comfort Insurance will also charge a fee of £35.00 to cover its administrative costs (plus Insurance Premium Tax, where applicable).

Our rights

We may cancel this policy or optional covers where there is a valid reason, for example where:

- **you** have not paid your premium (including non-payment of instalments under a Comfort Insurance monthly credit facility). If premiums or instalment payment(s) are not paid when due, Comfort Insurance will write to **you** requesting payment by a specific date. Comfort Insurance will give **you** at least 14 days’ notice in writing if Comfort Insurance intend to cancel due to non-payment under a Comfort Insurance monthly credit facility. If Comfort Insurance receive payment by the date set out in the letter, Comfort Insurance will take no further action. If Comfort Insurance do not receive payment by this date, Comfort Insurance will cancel the policy and/or any cover options from the cancellation date shown in the letter;
- **we** reasonably suspect fraud;
- any **persons insured** have failed to co-operate with **us** and this affects our ability to process a claim or defend our interests;
- **you** harass our staff or representatives, or behave in an abusive, hostile or threatening manner;
- or **you** have not taken reasonable care to provide complete and accurate answers to the questions **we** ask.

Where **we** cancel **we** will always give at least seven days’ notice, by post or email, to the last address **you** have given **us** and explain why. The exception is where **we** have evidence that **you** have acted fraudulently or deliberately given **us** incorrect or incomplete information when **we** may cancel your policy without notice and backdate the cancellation to the date when this has happened, which could be when **you** first bought your policy.

Will I get a premium refund?

- If your policy or any optional covers are cancelled before the covers starts, **we** will refund the premium **you** have paid for the cancelled cover; or
- If the cancellation is after cover has started your refund will be based on how many days are left in the **period of insurance** which **you** have paid for. **We** will also charge a cancellation fee of £35.00 plus Insurance Premium Tax at the appropriate rate. (See Administration and cancellation fees and charges' table in the section headed 'Welcome. We've got you covered' within this booklet). The refund set out above will not apply if **we** cancel your policy because of fraud and/or **we** are legally entitled to keep the premium under the Consumer Insurance (Disclosure and Representations) Act 2012.



Important note

It is the **policyholder's** responsibility to notify all **persons insured** that this policy has been cancelled.

Monthly payment plan

If **you** are paying the premium using a Comfort Insurance monthly credit facility, **you** must make the regular monthly payments as required in the credit agreement. If **you** do not do this, Comfort Insurance may cancel this insurance as set out in the General Conditions section of this policy booklet. If the credit agreement requires **you** to pay a deposit, this deposit is required by the date the insurance starts or the policy will not be valid.

Other insurance

If at the time of an incident that leads to a claim on this policy there is any other insurance covering the same loss, damage, expense, or liability, **we** are entitled to approach that insurer for a contribution towards the claim and will only pay our share. This condition does not apply to any benefits under 'Section 3 – Injury to you or your partner'. This provision will not place any obligation on **us** to accept any liability under 'Section 2 – Your liability', which **we** would otherwise be entitled to exclude under the first bullets to Section 2 exclusions.

Your duty to prevent loss or damage

You and all **persons insured** must take reasonable care to safeguard **your vehicle** to prevent accidents, **theft**, loss or damage. **You** shall maintain **your vehicle** in a roadworthy condition and install any safety critical software updates made available by the vehicle manufacturer.

You must not modify, install, or permit the installation of **software** except those provided by and/or approved by the vehicle manufacturer.

Your duty to comply with policy conditions

Our provision of insurance under this policy is conditional upon the terms, provisions, conditions and clauses (changes in the terms of your policy) of this policy being observed and fulfilled.

Fraud

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**. **We** may also take legal action against **you** to include recovery of any sums paid to **you** in respect of the fraudulent claim. If the fraudulent claim is made by **you** or any **named driver**, **we** may cancel the policy immediately and backdate the cancellation to the date of the fraudulent claim.

If the fraudulent claim is made by **you** or any **named driver**, **we** may remove all cover for that person or the entire policy from the date of the fraudulent claim.

Payments made under compulsory insurance regulations and rights of recovery

If the law in any country in which this policy operates requires **us** to settle a claim which, if this law had not existed, **we** would not be obliged to pay, **we** shall be entitled to recover such payments from **you**, the relevant **person insured** or from the person who incurred the liability.

Direct right of access

Third Parties may contact **us** directly in the event an accident, loss or damage as allowed under the European Communities (Rights Against Insurers) Regulations 2002.

In these circumstances **we** may deal with any claim, subject to the terms and conditions of your policy. This may affect your no claim discount.

Storage

When **your vehicle** is not in use, the **storage location** address where the vehicle is stored must be agreed by **us**. The **storage location** is shown on your statement of fact.

You must tell **us** immediately if **you** are intending to store **your vehicle** for a period in excess of 48 hours at any address other than the **storage location** shown in your statement of fact.

In the event of a change of **storage location**, it is a condition of cover that the new address is agreed by **us** to ensure cover remains in force.

If **you** fail to notify **us** of any such change of **storage location** your policy may be voided, or any claim may be declined.

If your policy states that your home address is not the vehicle's **storage location**, it is acceptable for the vehicle to be stored at your home address for 48 hours to allow for loading/unloading/cleaning purposes.

Please note **you** do not need to inform **us** if **your vehicle** is temporarily at a dealership/garage for a service or repair.

Change of circumstances

You must tell **us** immediately if **your vehicle** which is insured in your name belongs to anyone else or is being used regularly by another person. **You** must also notify **us** if **your vehicle** is up for sale at premises other than your own address.

Mileage

We reserve the right to establish the mileage on **your vehicle** at any time where your policy has been rated on a selected annual mileage. Where the annual mileage has been exceeded your premium will be increased to that which applies to that mileage. If **we** become aware that the annual mileage has been exceeded at the time of a claim the additional premium will be deducted from the claim payment. The higher premium will apply from the commencement of the **period of insurance**.

Security devices

If **your vehicle** is protected by an alarm or 24-hour tracking device agreed by **us** and **we** have agreed to cover **your vehicle** subject to this device being in operation then an endorsement will be displayed on your schedule which confirms this.

In the event of a claim **you** must be able to provide evidence of the competent installation of the device. In the case of tracking devices evidence of a current air-time agreement will be required.

IMPORTANT: Failure to comply with these security requirements may invalidate your policy and any theft related claim.

Licence Checking

It is your responsibility to ensure that **you** have the correct licence to drive the size of **your vehicle**. **You** must also check the driving licence of any **persons insured** as being entitled to drive **your vehicle** and has your permission to drive **your vehicle** and inform **us** of:

- any convictions noted on the licence
- any provisional licence; and
- any licence issued outside the UK.

Long Term Touring & Full Timing

Use of **your vehicle** for nine months or more (whether as a single trip or a series of trips) in any one **period of insurance** will be treated (and rated) as long-term touring.

Policyholders must maintain a full UK residence, either through ownership or long term rental agreement (of at least nine months) unless a full-timing rate has been agreed and paid. If, in addition, **you** sell or let your UK property **you** will be treated (and rated) as full-timing.

The address shown on the schedule must be the one at which the **policyholder** is on the electoral roll, (unless a full-timing rate has been agreed and paid) and also the one that appears on the driving licence and vehicle documentation.

Your vehicle must have a valid MOT certificate (unless not required due to age of the vehicle) and current UK Road Fund Licence. Should a copy of a utility bill (as evidence of residence at the address) be requested at any time (inception, mid-term, renewal, in the event of a claim) then one must be provided.

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 to do if you are unhappy

If **you** have a complaint about any aspect of this insurance, please contact Comfort Insurance, whose details appear on your schedule.

Comfort Insurance may ask Aviva to handle your complaint.

What will happen if Aviva is handling your complaint

If your complaint is not resolved quickly:

- Your complaint will be acknowledged promptly.
- A dedicated complaint expert will be assigned to review your complaint.
- A thorough and impartial investigation will be carried out.
- **You** will be kept updated of the progress.
- Everything will be done to resolve things as quickly as possible.
- A written response will be sent to **you** within eight weeks of receiving your complaint, this will inform **you** of the results of the investigation or explain why this isn't possible.

Where your concerns are unable to be resolved or have not been resolved within eight weeks, **you** may be able to ask the Financial Ombudsman Service (FOS) to carry out an independent review. Whilst firms are bound by their decision **you** are not. Contacting them will not affect your legal rights.

You can contact the FOS on 0800 023 4567 or visit their website at www.financial-ombudsman.org.uk, where **you** will find further information.

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