

POLICY SUMMARY: FAMILY-MARQUE EMERALD

Some important facts about your Family-Marque Insurance are summarised below. This summary does not describe all the terms and conditions of your policy, so please take time to read the Policy Booklet to make sure you understand the cover it provides. All references below are to the relevant section of the Insurance Policy Booklet.

NAME OF INSURER:

Zenith Insurance plc is regulated by the Gibraltar Financial Services Commission and subject to limited regulation by the Financial Conduct Authority and the Prudential Regulation Authority in respect of underwriting business in the UK (No. 211787) 846-848 Europort, Gibraltar.

Your policy has been arranged by Markerstudy Insurance Services Limited on behalf of the authorised insurer.

A. MOTOR

TYPE OF INSURANCE:

The policy protects your vehicles, comprising Comprehensive, Third Party Fire and Theft or Third Party Only cover, as selected by you when requesting the quotation and itemised in your Schedule.

SIGNIFICANT FEATURES AND BENEFITS:

Your policy includes the following features, which are explained in detail in your Policy Booklet:

Cover	Comprehensive	Third Party Fire & Theft	Third Party Only
Legal liability for death or injury to any other person, including passengers	Included	Included	Included
Legal liability for damage to other people’s property up to £20,000,000.	Included other than for commercial vehicles which has a limit of £1,200,000	Included other than for commercial vehicles which has a limit of £1,200,000	Included other than for commercial vehicles which has a limit of £1,200,000
Damage to your vehicle	Included	Included for damage caused by Fire, Theft and Attempted Theft only	Excluded

Windscreen repair/ replacement	Included	Excluded	Excluded
Personal Accident Benefits: For you or your spouse for death or loss of limbs/sight up to age 69	Up to £10,000 (excluding motorcycles)	Excluded	Excluded
Personal belongings	Up to £500 excluding motorcycles.	Excluded	Excluded
Class A courtesy car for duration of repairs authorised by us and completed by an approved repairer	Included for private cars	Included for private cars following claims for Fire, Theft or Attempted Theft only.	Excluded
Class A courtesy car for up to 30 days if vehicle damaged beyond economical repair or stolen and not recovered	Included for private cars	Included for private cars following claims for Fire, Theft or Attempted Theft only..	Excluded
Foreign use	Cover is provided for maximum 90 days in total in any period of insurance. You must notify your insurance adviser in advance of travel.	Cover is provided for maximum 90 days in total in any period of insurance. You must notify your insurance adviser in advance of travel.	Cover is provided for maximum 90 days in total in any period of insurance. You must notify your insurance adviser in advance of travel.
Permanently fitted in-vehicle entertainment & navigation equipment	Included (excluding motorcycles)	Included (excluding motorcycles)	Excluded
Driving Other Cars – Third Party Only cover to drive cars not owned by anyone named on this insurance	Extended to all qualifying drivers residing in the household subject to certain criteria.	Extended to all qualifying drivers residing in the household subject to certain criteria.	Extended to all qualifying drivers residing in the household subject to certain criteria.
Spare parts and fitted accessories	Cover is included whilst kept with your vehicle or in your private garage.	Fire and theft cover is included whilst kept with your vehicle or in your private garage.	Excluded
New Car Replacement	Included for private cars less than 12 months old subject to certain criteria.	Included for private cars less than 12 months old subject to certain criteria.	Excluded
Salvage Retention	Option to retain salvage included subject to certain criteria.	Option to retain salvage included subject to certain criteria.	Excluded
Luggage Trailer	Cover up to £250 included whilst attached or detached.	Fire and Theft cover up to £250 included whilst attached or detached.	Excluded
Loss, Theft or Breakage of Keys	Cover up to £1,000 included.	Cover up to £1,000 included	Excluded

Emergency overnight and travel expenses	Cover up to £250 per incident (maximum £100 per person) included.	Excluded	Excluded
Medical/Hospital Expenses	Cover up to £500 per person included for any one incident plus hospital expenses up to £50 per day for up to 30 days for you and your spouse – excludes motorcycles.	Excluded	Excluded
Modifications due to disablement	Cover up to £5,000 towards vehicle modifications if you or spouse is disabled following an accident resulting in a claim under this policy.	Excluded	Excluded
Child Car Seat	Cover included to replace an existing child car seat if involved in accident whether or not the child seat is damaged.	Excluded	Excluded
Road Fund Licence	Cover included for unexpired and unrecoverable portion of your vehicle's road fund licence if your vehicle is totally destroyed.	Cover included for unexpired and unrecoverable portion of your vehicle's road fund licence if your vehicle is totally destroyed.	Excluded
Alternative Transport Costs	Cover included up to £1,000 for you and spouse if, through ill health, your driving licence is revoked by DVLA and funding for alternative transport is required.	Excluded	Excluded
Car Jacking & Road Rage – applies to UK only	Cover included up to £5,000 towards medical expenses following physical assault to a named driver during aggravated theft, attempted theft or an accident.	Excluded	Excluded
Inappropriate Fuel	Cover included up to £2,500 for loss or damage to your vehicle caused by an inappropriate type or grade of fuel being used.	Excluded	Excluded

Temporary Loan Vehicle	Included for a vehicle provided to you by a garage whilst your vehicle is in that garage for service or mechanical repair, providing that the temporary loan vehicle is similar to your vehicle..	Included for a vehicle provided to you by a garage whilst your vehicle is in that garage for service or mechanical repair, providing that the temporary loan vehicle is similar to your vehicle.	Included for a vehicle provided to you by a garage whilst your vehicle is in that garage for service or mechanical repair, providing that the temporary loan vehicle is similar to your vehicle.
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SIGNIFICANT AND UNUSUAL EXCLUSIONS OR LIMITATIONS:

Your policy excludes some situations. Please refer to your Policy Booklet for full details, but the most significant or unusual exclusions and limitations are outlined below.

Excess

You will be responsible for the first part of any claim – this is known as the “Excess”. The Excess will be shown on your Schedule and can be advised to you by your insurance adviser.

If your vehicle is damaged while a young or inexperienced person (including you) is driving, or is in charge of the vehicle, you will have to pay an additional amount, as well as the ‘Excess’. Refer to Excess for young or inexperienced drivers Section 15.

Unattended Vehicles

We do not cover damage to or loss of your vehicle if it is left unattended if the last person in charge of your vehicle before the damage or loss happened is not shown on your certificate of motor insurance as allowed to drive. Refer to, Exceptions to sections 4, 5, 6, 7 & 8 (l).

We do not cover damage to or loss of your vehicle or its accessories if the vehicle is left unattended unless all ignition keys are removed from your vehicle. This applies even for short periods such as in a petrol station. Refer to, Exceptions to sections 4, 5, 6, 7 & 8 (m).

Inappropriate Fuel

We do not cover loss or damage over £2,500 caused by an inappropriate type or grade of fuel being used. Refer to, Exceptions to sections 4, 5, 6, 7 & 8 (o).

Driving Other Cars

Section 2 'Driving other cars', may be excluded for some drivers. If included, this section will not apply when the other car is not insured in its own right or is owned by anyone covered by this policy. Other restrictions may apply in addition, please refer to your insurance adviser/policy booklet for confirmation of cover.

Annual Mileage

Your policy cover may be inoperative and of no effect if your vehicle is driven in excess of the annual mileage you have disclosed at the inception or renewal of your policy. Please refer to your insurance adviser for confirmation of cover.

Vehicle Security

Loss or Damage in respect of theft or attempted theft of your vehicle may be excluded if you have an alarm, immobiliser or tracking device fitted to your vehicle and it is not operative. Please refer to your insurance adviser for confirmation of cover.

Towing

We do not cover liability or loss in respect of trailers unattached at the time of loss (except where they have become temporarily unattached during the course of the journey). Refer to Section 3 – Towing “What we do not cover”.

Salvage

If we settle a claim and your vehicle cannot be repaired or replaced, the vehicle will become our property. We will not allow a refund but may decide to allow cover to continue for a replacement vehicle. Refer to General conditions “O”.

B. BREAKDOWN RECOVERY

Section 21-23 of your Policy Document are evidence of a legally binding contract of insurance between you (the Insured) and Ageas Insurance Limited (the Insurer).

Ageas Insurance Limited registered office address Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA, registered in England and Wales no 354568.

Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, Financial Services Registered no 202039.

TYPE OF INSURANCE:

The policy covers your vehicles when they suffer a breakdown during the course of a journey more than a one-mile radius from your home.

SIGNIFICANT FEATURES AND BENEFITS:

Your policy includes the following features which are explained in detail in your Policy Booklet.

Cover	Comprehensive	Third Party Fire & Theft	Third Party Only
Standard Breakdown (Included on ALL Family-Marque policies)	Roadside assistance and recovery (if breakdown occurs more than a one mile radius from your home within the UK) for your vehicle, you and up to 6 passengers to the nearest garage for repair, or your home or intended destination.	Roadside assistance and recovery (if breakdown occurs more than a one mile radius from your home within the UK) for your vehicle, you and up to 6 passengers to the nearest garage for repair, or your home or intended destination.	Roadside assistance and recovery (if breakdown occurs more than a one mile radius from your home within the UK) for your vehicle, you and up to 6 passengers to the nearest garage for repair, or your home or intended destination.
Home Assist (Optional)	Provides Standard Breakdown cover if breakdown occurs at home address or within a one mile radius of home address.	Provides Standard Breakdown cover if breakdown occurs at home address or within a one mile radius of home address.	Provides Standard Breakdown cover if breakdown occurs at home address or within a one mile radius of home address..

European Assist (Optional)	Provides Standard Breakdown cover if breakdown occurs in All EU countries and any other country meeting the international green card requirements (excluding Morocco) for a maximum of 90 days per year.	Provides Standard Breakdown cover if breakdown occurs in All EU countries and any other country meeting the international green card requirements (excluding Morocco) for a maximum of 90 days per year.	Provides Standard Breakdown cover if breakdown occurs in All EU countries and any other country meeting the international green card requirements (excluding Morocco) for a maximum of 90 days per year.
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SIGNIFICANT AND UNUSUAL EXCLUSIONS OR LIMITATIONS:

Your policy excludes some situations. Please refer to your Policy Booklet for full details, but the most significant or unusual exclusions and limitations are outlined below.

Caravan or Trailer

Any caravan/trailer where the total length exceeds 7 metres (23 feet) recovered with the vehicle if the vehicle cannot be repaired roadside, and where it is not attached to the vehicle with a standard towing hitch. Refer to, Exceptions to Sections 21, 22 and 23 (1a).

Delayed Start

Any breakdown occurring within 24 hours of commencement of the period of insurance. Refer to, Exceptions to Sections 21, 22 and 23 (3).

Parts and Materials

We will not pay for the cost of parts, components or materials used to repair the vehicle. Refer to, Exceptions to Sections 21, 22 and 23 (4).

Alternative Transport

The cost of alternative transport other than to your destination and a return trip to collect your repaired vehicle. Refer to, Exceptions to Sections 21, 22 and 23 (8).

Roadside Repairs

The recovery of the vehicle and passengers if repairs can be carried out at or near the scene of the breakdown within the same working day. If recovery takes effect we will only recover to one address in respect of any one breakdown. Refer to, Exceptions to Sections 21, 22 and 23 (11).

Overnight accommodation or car hire charges if repairs can be carried out at or near the scene of the breakdown within an agreed time. Refer to, Exceptions to Sections 21, 22 and 23 (12).

Spare Wheel

Costs incurred where service cannot be effected because the vehicle does not carry a serviceable spare wheel, aerosol repair kit, appropriate jack, or the locking mechanisms for the wheels are not immediately available to remove the wheels. Refer to, Exceptions to Sections 21, 22 and 23 (14).

Use

Any request for service if the vehicle is being used for motor racing, rallies, public hire, private hire, courier services or any contest or speed trial or practice for any of these activities. Refer to, Exceptions to Sections 21, 22 and 23 (16).

Additional Damage

Any damage to your vehicle or its contents whilst being recovered, stored or repaired and any liability caused directly or indirectly from any act performed in the execution of the assistance services provided. Refer to, Exceptions to Sections 21, 22 and 23 (19).

Weight and Size

Any vehicle in excess of 3,500 kg (3.5 tonnes) in weight. Refer to, Exceptions to 21, 22 and 23 (24a).

Any vehicle more than 5.18 metres (17 feet) long, 2.286 metres (7 feet 6 inches) wide and 2.44 metres (8 feet) high. Refer to, Exceptions to Sections 21, 22 and 23 (24b).

Claim Limits

Any more than six call-outs within the period of insurance. Refer to, Exceptions to Sections 21, 22 and 23 (26).

Claims totalling more than £15,000 in any one period of insurance. Refer to, Exceptions to Sections 21, 22 and 23 (27).

C. MOTOR LEGAL PROTECTION

Section 24 of your Policy Document is evidence of a legally binding contract of insurance between you (the Insured) and AmTrust Europe Limited (the Insurer).

AmTrust Europe Limited, Registered Office: 10th Floor Market Square House, St James's Street, Nottingham, NG1 6FG, Registered Number: 1229676. AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. These details can be checked on the Financial Services Register at www.fca.org.uk.

TYPE OF INSURANCE:

The policy covers the cost of Legal Expenses Insurance Advisers to pursue damages claims arising from a road traffic accident.

SIGNIFICANT FEATURES AND BENEFITS:

Your policy includes the following features which are explained in detail in your Policy Booklet.

Cover	Comprehensive	Third Party Fire & Theft	Third Party Only
Motor Legal Protection (Included on ALL Family-Marque policies)	<p>Legal costs of up to £50,000 per claim are covered to pursue compensation in respect of uninsured losses incurred and/or personal injury sustained as a result of a motor accident arising as a result of another persons negligence.</p> <p>Legal advice service available between 9.00 am to 5.00 pm Mondays to Fridays (excluding bank holidays) on 0844 770 1047</p>	<p>Legal costs of up to £50,000 per claim are covered to pursue compensation in respect of uninsured losses incurred and/or personal injury sustained as a result of a motor accident arising as a result of another persons negligence.</p> <p>Legal advice service available between 9.00 am to 5.00 pm Mondays to Fridays (excluding bank holidays) on 0844 770 1047</p>	<p>Legal costs of up to £50,000 per claim are covered to pursue compensation in respect of uninsured losses incurred and/or personal injury sustained as a result of a motor accident arising as a result of another persons negligence.</p> <p>Legal advice service available between 9.00 am to 5.00 pm Mondays to Fridays (excluding bank holidays) on 0844 770 1047</p>

SIGNIFICANT AND UNUSUAL EXCLUSIONS OR LIMITATIONS:

Legal Representatives

This insurance covers the legal costs incurred by Arc’s specialist panel solicitors or their agents who act on our behalf. The insured is not covered for any other legal representatives costs unless court proceedings are started. Refer to, Section 24, (2l).

Reasonable Prospects

For a claim to be covered there must be reasonable prospects of a successful outcome. Refer to, Conditions to Section 24 (3).

Notification

Claims must be notified as soon as reasonably possible. Refer to, Section 24 (1b).

Motor

Legal advice is available on motor related matters only. Refer to Section 24, What we cover.

The following apply to Family-Marque Emerald, Motor Breakdown and Motor Legal Protection

DURATION OF CONTRACT:

Your cover is valid for a twelve-month period.

EXCLUSIONS:

Your policy excludes some situations. Please refer to your Policy Booklet for full details, but the most significant or unusual exclusions and limitations are outlined below.

Unsafe or Un-roadworthy Vehicles

Any liability to others, or loss or damage to any vehicle covered by this insurance when the vehicle is being driven in an unsafe, un-roadworthy or damaged condition or does not have a valid MOT certificate when needed. Refer to, General exceptions, Driving, in charge or using a vehicle (7).

Any liability to others, or loss or damage to any vehicle covered by this insurance when the vehicle is carrying a load or a number of passengers which is unsafe or greater than the manufacturer's specifications. Refer to, General exceptions, Driving, in charge or or using a vehicle (8).

Track and Event Use

Use in any competition or rally, trial, track day, performance test, race or speed trial, organised events such as the Cannonball Run, Gumball Rally or similar and any use for any purpose on a derestricted toll road (including the Nurburgring). This exclusion applies even if the event is not on a public road such as a disused airfield and regardless of whether it is authorised by the police or another relevant authority. Refer to, General exceptions (12)

Driving whilst under the influence

We will not provide any cover under this insurance (other than that required by the Road Traffic Acts), for an accident where the insured driver (including you):

- a is found to be over the lawful limit for driving with alcohol; and/or
- b is driving whilst unfit through drink or drugs, whether prescribed or otherwise; and/or
- c fails to provide a sample of blood, urine or breath when required to do so, without a lawful reason. In addition, you or any insured driver must repay all the amounts we have paid arising from the incident including any claimants' damages and costs. Refer to, General exceptions (16).

CANCELLATION:

We hope you are happy with the cover this policy provides. However, you have the right to cancel it within 14 days of receiving the policy documents or the start of the policy, whichever is later without giving any reasons. If that happens, we will refund your premium, first deducting a charge for the cover provided from the beginning of the contract until the policy is cancelled. With any circumstances of cancellation, we may charge a fee to cover our administration costs.

CLAIMS:

You should report immediately any accident or loss under the policy to **Markerstudy Insurance Services Limited** at:

Motor Insurance Claims Telephone Number - 01227 284774 from within United Kingdom, 0044 1227 284700 outside the United Kingdom.

For Broken or Damaged Glass 0800 587 0808

Motor Breakdown Claims Telephone Number – 0330 123 0793 from within United Kingdom, 0044 1206 771 780 from within Europe.

Motor Legal Protection Claims Telephone Number – 0344 770 1047.

COMPLAINTS PROCESS:

In the first instance these should be referred to the insurance Intermediary arranging the insurance.

Markerstudy Insurance Services Limited, Markerstudy Customer Relations, PO Box 727, Chesterfield, S40 9LH.

You will need to quote your policy number shown in the Schedule.

We will make every effort to resolve your complaint by the end of the third working day after receipt. If we cannot resolve your complaint within this time frame we will acknowledge your complaint within five working days of receipt and do our best to resolve the problem within four weeks by sending you a final response letter. If we are unable to do so, we will write to advise you of progress and will endeavour to resolve your complaint in full within the following four weeks. If we are still unable to provide you with a final response at this stage, we will write to you explaining why and advise when you can expect a final response. At this point you may refer your complaint to The Financial Ombudsman Service.

Following the complaints procedure above does not affect your right to take legal action.

COMPENSATION SCHEME:

The Insurer is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations.

You can get more information about compensation scheme arrangements from the FSCS.