



NELS First Cover Motor Insurance Policy

Mercedes-Benz Insurance



Please note that your cover is only valid for 7 days from the start date shown on your policy schedule and certificate of insurance. At the expiry of your 7 day policy you have the option to take advantage of our NELS annual motor insurance policy. If you wish to do this, you would be required to pay an annual premium.

Mercedes-Benz Insurance Claims Assistance and Customer Service

Mercedes-Benz Claims Assistance and Customer Services provides a range of services, designed to minimise your inconvenience in the event of a claim or assist you with queries and changes to your policy.

If **you** need to speak to us, please call

03450 402092

For our joint protection telephone calls may be recorded and/or monitored.

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How to make a claim

The following information is to help **you** and does not form part of the insurance contract.

What to do after an incident

1. If an incident causes damage to another car, an animal or property, or if anyone is injured, the law says **you** must stop. **You** must give **your** name, address and vehicle registration number to anyone involved. If anyone is injured, **you** must show **your certificate of motor insurance** to the police or anyone who asks and **you** are allowed time to do this. **You** must tell **Mercedes-Benz Insurance** about every incident **you** are involved in, even if **you** are not at fault or not intending to make a claim.
2. **You** should ask the other people:
 - Their names, addresses and telephone numbers;
 - The name, address and telephone number of their insurance company and their **policy** number with that insurer;
 - Their vehicle registration number if applicable; and
 - The name, address and telephone number of any witnesses.
3. Do not admit that **you** are to blame or offer to pay for anything.
4. Do not sign anything at the scene of an incident.
5. If possible make a rough sketch or take a photograph of any accident scene. It would help if **you** could also note the position of any vehicles involved before and after the accident. Note the weather conditions and the time of day.
6. Tell **Mercedes-Benz Insurance** about the incident as soon as possible by calling 03450 402092. Don't forget that if **you** are a Mercedes-Benz owner **you** are guaranteed that in the event **your** Mercedes-Benz vehicle is damaged as a result of an incident that it will be repaired by Mercedes-Benz trained technicians, in a Mercedes-Benz **authorised repairer**, using only genuine Mercedes-Benz parts and paint. For **your** peace of mind all labour, paint and GenuineParts are covered by a three-year warranty (excluding wear and tear). Please note that **you** are entitled to select a repairer of **your** choice, however, if **you** take this option then the guarantee on parts, labour and paint may not apply and **you** may not be entitled to a courtesy car.
7. Do not reply to any letters or documents **you** receive about the incident but send them straight to **the insurer**. **Mercedes-Benz Insurance** will give **you** the address **you** need to use when **you** advise them of any incident.

What to do if your vehicle is stolen

1. Report the loss to the police and obtain a crime reference number.
2. Tell **Mercedes-Benz Insurance** about the loss of **your vehicle** by calling 03450 402092.
3. If **you** know where **your vehicle** is try to make sure that it is safe and secure.
4. If the location of **your vehicle** is not known but subsequently found, please advise **Mercedes-Benz Insurance** immediately **you** are notified of its location.

5. If **your vehicle** is not found and a payment is made in settlement then **you** will be required to send all vehicle documents and keys directly to **the insurer** at the address **Mercedes-Benz Insurance** gives **you** when **you** report the **theft**.

Damage to glass

You should call the **Mercedes-Benz NELS Insurance** claims assistance number 03450 402092. The details will be taken and **you** will be put in contact with an approved glass repairer.

Please check if the glass can be repaired rather than replaced as this can save **you** money.

Introduction

Please read this policy wording, the **policy schedule** and the **certificate of motor insurance** carefully, so **you** know what **you** are insured for. Make sure that **you** read the General Exclusions, the General Conditions and any **clauses** or **endorsements** that apply. If the cover is not what **you** want or **you** have any questions about the insurance cover or any of the documents please contact **Mercedes-Benz Insurance** at once.

The contract of insurance

This is a legally binding contract of insurance between you and **us**. **You** enter into a contract with **the insurer** when **you** agree to set up the policy under the terms and conditions. It is **your** responsibility to ensure that all persons insured are aware of the terms and conditions of this policy.

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

- This policy booklet;
- The **statement of fact** issued by **Mercedes-Benz Insurance** that contains the information given by **you**;
- **Your policy schedule**;
- Any **clauses** or **endorsements** applicable to and endorsed on this **policy**, as set out in **your policy schedule**;
- **Your certificate of motor insurance**.

We will provide the cover shown in **your policy schedule** under the terms and conditions of this policy during the period of insurance. Any changes agreed during the period of insurance will be treated as a continuation of the contract of insurance.

Choice of law

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

1. **you** and **the insurer** agree otherwise; or
2. 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 or Northern Ireland in which case (in the absence of agreement to the contrary) the law of that country will apply.

Use of language

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

Important information and changes the insurers need to know about

Please take care to answer all questions asked by **Mercedes-Benz Insurance** honestly and to the best of **your** knowledge when **you** set up and make changes to **your policy**.

If the information provided by **you** or anyone acting on **your** behalf is not complete and accurate

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

Please note that it is an offence under the Road Traffic Act to provide incomplete or inaccurate information to the questions asked in **your** application for the purpose of obtaining a **certificate of motor insurance**.

Please tell **Mercedes-Benz Insurance** immediately if there are any changes to the information set out in the **statement of fact, certificate of motor insurance** or on **your policy schedule**. **You** must also tell **Mercedes-Benz Insurance** about the following changes:

- a change of address or a change to where **your vehicle** is kept overnight;
- a change to the occupation of any of the people insured to drive **your vehicle**;
- a change to the people insured to drive **your vehicle**;
- if any of the people insured to drive was a provisional license holder and pass their driving test;
- motoring convictions (driving license **endorsements**, fixed penalties or pending prosecutions for any motoring offences) for any of the people insured to drive **your vehicle**;
- criminal convictions for any of the people insured to drive **your vehicle**;
- a change of vehicle;
- any vehicle modifications;
- any change affecting ownership of the vehicle; or
- any change in the way that the vehicle is used.

If **you** are unsure about whether or not **you** need to advise **Mercedes-Benz Insurance** of a change, please contact **Mercedes-Benz Insurance** on 0345 040 2092.

Following a change, **Mercedes-Benz Insurance** will confirm to **you** if it affects **your policy**; for example whether **the insurer** is able to accept the change and, if so, whether the change will result in revised terms being applied to **your policy**. If **the insurer** cannot accept the change then **the insurer** may cancel the **policy** and **Mercedes-Benz Insurance** will endeavour to find a suitable alternative insurance provider for **you**.

Customers with Disabilities

This **policy** booklet and other associated documents are also available in large print, audio and Braille. If **you** require any of these formats please contact

Mercedes-Benz Insurance on 0345 040 2092 between 9.00am and 7.00pm Monday to Friday and between 9.00am and 4.00pm on Saturday, or write to

Mercedes-Benz Insurance, Artisan, Hillbottom Road, High Wycombe, HP12 4HJ.

Definitions and meaning of words in bold

To save lengthy repetition, wherever the following words or phrases appear in bold, they will have the following meanings unless otherwise stated for any policy Section:

Accessories

Additional or supplementary parts of **your vehicle** not directly related to its function as a vehicle. These will include radios and other in-vehicle entertainment, communication equipment, vehicle telephones and satellite navigation equipment all of which must form an integral part of **your vehicle**. Mobile phones which operate independently through a battery pack and any other standalone satellite navigation equipment are not **accessories** within this definition. Where **your vehicle** is a motor caravan the term shall also include fixtures, fittings, furniture and furnishings.

Authorised Repairer

A Mercedes-Benz **authorised repairer** or other vehicle repairer bodyshop approved by **your** insurer to repair **your vehicle** in accordance with manufacturer standards.

Certificate of Motor Insurance

A document that provides proof that **you** have the motor insurance necessary to comply with the law. It shows who can drive **your vehicle**, what purposes it can be used for and whether or not **you** are permitted to drive other vehicles. The **certificate of motor insurance** does not show the full **policy** cover and for this **you** need to refer to this **policy**. Wherever the expression **certificate of motor insurance** is used in this **policy**, it means the current **certificate of motor insurance** that is in force and not one which **the insurer** has withdrawn or which has ceased to be valid.

Clauses or Endorsements

Changes in the terms of **your policy**, that apply to **you** and **your policy** are shown in **your policy schedule**.

Compulsory Motor Insurance Legislation

Any legislation, including any Road Traffic laws or regulations, which govern the driving or use of any motor vehicle in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

Excess

The amount **you** will have to pay towards the cost of **your** claim if **your vehicle** is lost, stolen or damaged. This applies whether or not the claim is **your** fault and includes claims for accidental damage, **theft, fire** and malicious damage.

Fire

Fire, self ignition, lightning and explosion.

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

High category hazardous goods

Any substance within the following United Nations Hazard Classes:

- 1 Explosives
- 5.2: Organic peroxides
- 6.1: Toxic substances
- 6.2: Infectious substances
- 7: Radioactive materials

Ignition Keys

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

Legal Personal Representative

A person who is either an executor for the estate of a deceased person or the administrator of an estate if there was no will.

Loss of any limb

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

Market Value

The value of **your vehicle** at the time of the loss or damage compared with one of the same make, model, age, specification and condition.

Mercedes-Benz Insurance

Our authorised intermediary. **Mercedes-Benz Insurance** is a trading name of Mercedes-Benz Insurance Services UK Limited.

Period of Insurance

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

Personal Belongings

Items that are usually worn, carried by a person or carried in **your vehicle**. This includes clothing, luggage, and portable audio equipment, multi-media equipment, communication equipment, personal computers, cameras, satellite navigation and radar detection systems not permanently fitted to your vehicle.

Policy Schedule

This document forms part of the contract of insurance and shows details of **you, your vehicle**, the insurance cover provided to **you**, other people insured to drive **your vehicle** and will show any additional **clauses** or **endorsements** applying to **your policy**.

Statement of Fact

A written record of information given by **you** to **Mercedes-Benz Insurance** and it forms part of the contract of insurance. **You** should check this document to ensure that it is an accurate reflection of the information provided by **you** or someone acting on **your** behalf.

Territorial Limits

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

Terrorism

As defined under Section 2 Liability to Third Parties.

The insured

The **policyholder** named on **your policy schedule**.

The insurer/us/our

The insurance company specified in **your policy schedule** and **your certificate of motor insurance**, except where otherwise shown for any specific **policy** section.

Theft

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

You/Your

The **policyholder** named on **your policy schedule**

Your vehicle

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

Any motor vehicle loaned to **you** or people entitled to drive **your vehicle** shown on **your certificate of motor insurance** by a supplier **the insurer** has nominated or **you** have selected following a claim under the **policy**.

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

Your partner

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

United Kingdom

England, Northern Ireland, Scotland and Wales.

Section 1 - Cover for your vehicle

What is covered under Section 1

Loss of or damage to your vehicle

If **your vehicle** is lost, stolen or damaged, **the insurer** may, at their option, either:

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

The maximum amount **the insurer** will pay will be the **market value** of **your vehicle** but not exceeding **your** estimate of the value shown in **our** records.

The same cover also applies to **accessories** and spare parts relating to **your vehicle** while these are in or on **your vehicle** or while in **your** locked private garage. However, **the insurer** will pay for loss or damage to **your vehicle's** audio equipment, which is away from **your vehicle** or private garage, if such equipment has been designed to be removable or partly removable, cannot function independently of **your vehicle** and has been temporarily removed for purposes of security or maintenance.

If, to **our** knowledge, **your vehicle** is subject to a hire purchase or leasing agreement, any payment will be made to the owner described in that agreement as a full and final settlement of **the insurer's** liability.

If **your vehicle** is disabled through loss or damage insured under this **policy the insurer** will pay:

- the cost of protection and removal to the nearest repairers; and
- the cost of delivery to **you** after repair but not exceeding the cost of transporting **your vehicle** to **your** address in the **United Kingdom**; and
- a hire car of up to 1600cc for 24 hours subject to the hirer's terms and conditions. This free period of cover excludes fuel cost, parking fees or fines; or
- overnight accommodation for the passengers and driver for one night up to a maximum of £150 in total. This payment is in total and not per passenger. This insurance **policy** does not include the cost of providing meals or drinks; or
- a refund of the cost of public transport for the driver and up to four passengers to reach the end of their journey subject to a maximum of £150 in total. **You** will need to produce receipts in order to claim for this. If **your vehicle** is stolen and not recovered arrangements will be made to provide alternative transport up to a total value of £150 in order to complete the journey.

New vehicle replacement

The insurer will replace **your vehicle** with a new vehicle of the same make, model and specification (if one is available in the **United Kingdom**), if:

- any repair cost or damage in respect of any one claim covered by the **policy** exceeds 60% of **your vehicle's United Kingdom** list price (including VAT and vehicle tax) at the time of purchase; or
- **your vehicle** is stolen and not recovered.

Replacement is subject to:

- **your vehicle** being owned by **you** or **your partner** or having been purchased by either of **you** under a hire purchase agreement (any vehicle the subject of any type of leasing or contract hire agreement is not eligible for replacement);
- the agreement of any interested hire purchase company; and
- **your vehicle** is less than 12 months old; and
- **you** or **your partner** being the first registered owner of **your vehicle** or are the second registered keeper of **your vehicle**, where **your vehicle** has been pre-registered in the name of the manufacturer or supplying Showroom, providing at the time of purchase by **you** or **your partner** the mileage was less than 250 miles.

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

Mercedes-Benz MBFS UK Loan repayment for NELS

The insurer will repay the MBFS UK loan taken out to purchase **your vehicle**, in full if:

- any repair cost or damage covered by the policy exceeds 60% of its **United Kingdom** list price (including VAT) at the time of purchase; or
- **your vehicle** is stolen and not recovered.

Repayment of the loan is subject to:

- **your vehicle** being purchased by **you** utilising a MBFS UK loan Agreement for NELS.
- **your vehicle** is less than 12 months old; and
- The Employee or Agent being the first registered keeper of the vehicle.

Please note that New vehicle replacement and MBFS UK Loan repayment cannot both be claimed as part of a single claim.

Vehicle Recovery in the event of an accident, Fire or Theft

In the **United Kingdom**, **Mercedes-Benz Insurance** can arrange for the protection and removal of **your vehicle** following an incident. If **your vehicle** is not safe to drive after an incident, **you** should telephone **Mercedes-Benz Insurance** on 03450 402092 and they will arrange for someone to come to **you** and help **you** (including transport for **you** and

your passengers home or for the completion of **your** journey if necessary).

If **your vehicle** cannot be made roadworthy within a reasonable time, it will be taken to an **authorised repairer**. **You** may request that **your vehicle** is taken to a repairer of your choice if it is nearer, but if this is not an **authorised repairer** **you** may forfeit access to a courtesy car as **the insurer** cannot guarantee that a non **authorised repairer** will be able to supply one. It may also lead to delays in arranging Repairs to **your vehicle** and the **Mercedes-Benz Insurance** guarantee on parts, labour and paint may not apply.

The employees and contractors that provide this service on behalf of **the insurer** will use care and skill when providing the incident recovery service. However, they can cancel services or refuse to provide them if, in their opinion, **your** demands are excessive, unreasonable or not practical.

If **you** or **your vehicle** do not qualify for new vehicle replacement, an identical replacement is unavailable within the **United Kingdom** or **you** elect not to accept a New Vehicle Replacement the settlement of **your** claim will be the **market value** of **your vehicle** at the time of the loss.

European Accident Recovery

In the event of an accident in Europe please call **Mercedes-Benz Insurance** on 03450 402092. The insurance cover that will apply is the same as the limits set out in this **policy** document, however, there is no courtesy car provision unless **your vehicle** is repaired in the **United Kingdom** and **you** may not have access to any authorised Mercedes-Benz bodyshop with GenuineParts and paint.

You may be asked to pay locally and reclaim **your** costs on **your** return to the **United Kingdom**. But, please remember that if **you** chose to repair **your vehicle** abroad and identify remedial work as a result of the repairs, **you** may be responsible for taking **your vehicle** back to the original garage and having the initial work rectified.

You must keep all relevant original receipts (not photocopies) as they will be needed for any claim. **The insurer** may refuse to arrange reimbursement of any expenses **you** are claiming back if **you** cannot provide original receipts or bills for any items **you** have paid for.

You must forward original copies of any European accident statements and/or any police reports to **the insurer**.

Where European Accident Statements (a triplicate form all foreign drivers are required to carry) are concerned please only sign the form if **you** understand what **you** are signing. Keep **your** copy of the form safe until **you** return to the **United Kingdom**.

Excesses

Standard excess

You will be responsible for the first part of any loss or damage as shown in (a) below.

If **your car** is being driven by, or is in the charge of any one of the following, other **excesses** noted below apply in addition to the standard **excess**.

	Excess
(a) standard excess	£250
(b) a driver under 21 years old	£300
(c) a driver of 21 or over but under 25	£200
(d) a driver of 25 or over who holds a provisional licence to drive the vehicle, or has held for less than one year a full UK or E.C. licence to drive the vehicle	£150

If **you** are only claiming for replacement locks, for loss of or damage to the glass in **your car's** windscreen, sunroof or windows, or for any scratching of the bodywork arising solely from the breakage of glass, the **excesses** under a, b, c and d above will not apply.

Glass in windscreens, sunroofs or windows

The insurer will cover damage to the windscreen or window glass including the sunroof in **your vehicle** and any scratching of the bodywork arising directly and solely from the glass breakage. **You** will also have to pay the first £75 of the cost of glass replacement. This **excess** will not apply when the glass is repaired rather than replaced.

Specifically for glass claims the insurer will not pay:

to repair or replace any windscreens, sunroofs or windows not made of glass; or more than the **market value** of **your vehicle**.

To make a claim for damage under this Sub Section please call **Mercedes-Benz Insurance** on 03450 402092

Uninsured Driver Promise

If the driver of **your vehicle** is involved in an accident caused by an uninsured driver, **the insurer** will agree to refund any **excess** which has been paid, even when **the insurer** is unable to make a recovery, subject to **you** being able to provide:

- the vehicle's registration and the make/model of the vehicle; and
- the driver's details, if possible

You may initially have to pay **your excess**.

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

What is not covered under Section 1 (exclusions)

Your policy does not cover the following:

1. Loss of use, the wear and tear, depreciation, damage which happens gradually, mechanical, electrical, electronic, computer failures, malfunctions, breakdowns or breakages.
2. Loss or damage arising from **theft** while **your vehicle** has been left unattended with:
 - i. the ignition keys in or on **your vehicle**;
 - ii. the engine running;
 - iii. the windows, sunroof, roof or doors left open and unlocked; or
 - iv. any security devices not activated.
3. Damage to tyres by braking or by punctures, cuts or bursts.
4. Loss or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.
5. Loss of value following repair.
6. Confiscation, requisition or destruction of **your vehicle** by, or under order of, any Government or Public or Local Authority.
7. The amount of total **excess** specified in **your policy schedule** for each claim if **your vehicle** is lost, stolen or damaged. The amount of **excess** may vary according to the nature of the claim and who is driving – please refer to the specific Section on **excesses** on page 16 of this **policy** booklet and on **your policy schedule**.
8. Loss of or damage to **your vehicle** caused by **you**, or anyone else insured by this **policy**, carelessly or recklessly allowing a buyer, someone posing as a buyer or someone acting on behalf of a buyer to defraud or deceive **you**. This includes accepting a form of payment that a bank or building society will not authorise.
9. Loss of or damage to **your vehicle** caused as a result of its repossession by the legal owner.
10. Any damage deliberately caused by **you** or anyone else insured by this **policy**.

11. Loss of or damage to **your vehicle** arising from the unauthorised taking of **your vehicle** by a member of **your** family or anyone who lives with **you**, unless **you** report them to the police for taking **your vehicle** without **your** consent.
12. Loss of or damage to **your vehicle** by **theft** or attempted **theft**, where **the insurer** requires that **your vehicle** is fitted with an approved tracking device unless, at the time of the loss the tracking device was operational and active and any service contract was current and valid.
13. Loss of use, or any other indirect loss, following an incident insured under this **policy**.

Section 2 - Liability to Third Parties

What is covered under Section 2

Your liability

The insurer will cover **you** for all amounts for which **you** are legally liable arising out of any incident causing:

- a) another person's death or injury
- b) damage to another person's property up to a maximum amount of £20,000,000 and up to £5,000,000 for costs and expenses.

In respect of any one claim or number of claims arising from the same incident caused by

- **your vehicle**, including loading and unloading;
- any trailer while it is being towed by **your vehicle**; or
- any other vehicle driven by **you** in the **United Kingdom**, the Channel Islands and the Isle of Man which does not belong to **you** or is not hired to **you** under a hire purchase agreement, provided that **your certificate of motor insurance** states that **you** can drive such a vehicle.

Please Note: This does not cover **you** to secure the release of any motor vehicle, other than **your vehicle**, which has been seized by, or on behalf of, any government or public authority.

The amount payable under (b), above, for damage to property is limited to £1,220,000 while **your vehicle** is:

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

Liability of other people driving or using your vehicle

Your insurer will also cover the following people for legal liabilities to third parties:

- any person **you** give permission to drive **your vehicle** provided that **your certificate of motor insurance** covers that person to drive;
- any person **you** give permission to use (but not drive) **your vehicle**, but only whilst 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 permitted under the **policy**, except that **the insurer** shall not be liable when:

- the vehicle belongs to or is hired by such employer or business partner;
- **the insured** is a corporate body or firm.

Cross liability and applications of limits

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

Duty of Care - driving at work, legal costs

The insurer will pay:

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

The limits of cover in respect of such legal fees, expenses and costs are:

- (a) Health and Safety at Work etc. Act 1974 and Health and Safety at Work (Northern Ireland) Order 1978 - £100,000
- (b) Corporate Manslaughter and Corporate Homicide Act 2007 - Unlimited

The insurer will not pay:

1. unless the proceedings relate to an actual or alleged act, omission or incident committed during the **period of insurance** within the **territorial limits** and in connection with the business;
2. unless the proceedings relate to an actual or alleged act, omission or incident arising from the ownership, possession or use by or on behalf of **you** of any motor vehicle or trailer in circumstances where compulsory insurance or security is required by **compulsory motor insurance legislation**;
3. in respect of proceedings which result from any deliberate act or omission by **you** or any person insured; or
4. where cover is provided by another insurance **policy**.

Legal Personal Representatives

In the event of the death of anyone who is insured under this Section, **the insurer** will protect his or her **legal personal representatives** against any liability of the deceased person if that liability is Insured under this Section.

Legal costs

If there is an incident that is covered under this **policy the insurer** may at their absolute discretion consider payment in respect of the following legal costs:

- a) solicitors fees for representing **you** at any fatal accident enquiry, Coroner's, magistrates or similar court; and
- b) the cost of legal services to defend **you** against a charge of manslaughter or causing death by dangerous or reckless driving.

If **the insurer** agrees to pay these costs under this **policy** the choice and appointment of legal representation and the extent of any assistance that they provide will be entirely at their discretion. There will be no agreement to pay these costs unless **the insurer** has confirmed this to **you** in writing.

The insurer will not pay representation for:

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

What is not covered under Section 2 (exclusions)

The cover under this Section will not apply:

- If any person insured under this Section fails to observe the terms and conditions of this **policy** as far as they can apply.
- The cover will also not apply if they can claim under another **policy**.
- To death or injury to any employee of the person insured which arises out of or in the course of such employment except where such liability is required to be covered by **compulsory motor insurance legislation**.
- In respect of loss of or damage to property belonging to or in the care of anyone **the insurer** covers who claims under this Section.
- In respect of any loss of or damage to any vehicle the use of which is covered under this Section or any trailer, caravan or other vehicle being towed.
- To 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:

1. Terrorism

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

- a) The use or threat of force and/or violence and/or
- b) 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 or occasioned in whole or in part for such purposes

2. Any action taken in controlling, preventing, suppressing or in any way relating to (1) above

In respect of 1 and 2 above, where **we** must provide cover under the Road Traffic Acts the maximum amount **we** will pay for damage to property as a result of any accident or accidents caused by a motor vehicle or motor vehicles driven or used by **you** or any other person, for which cover is provided under this section, will be:

- 1) £5,000,000 in respect of all claims resulting directly or indirectly from one originating cause, or;
- 2) Such greater sum as may in the circumstances be required to meet the minimum insurance requirements of the Road Traffic Acts

Section 3 - Personal Accident Benefit

What is covered under Section 3

If **you** or **your partner** suffer accidental bodily injury in direct connection with **your vehicle** or while getting into, out of or travelling in any other motor vehicle, not belonging to **you** or hired to **you** under a hire purchase agreement, **the insurer** will pay the injured person the amount shown below. **The insurer** will pay this amount if, within three months of the incident, the injury is the sole cause of:

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

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

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

What is not covered under Section 3 (exclusions)

This Section does not cover:

1. Corporate bodies or firms.
2. Death or bodily injury arising from suicide or attempted suicide.
3. Deliberately injuring yourself or **your partner**.
4. Any result of natural disease or weakness.
5. Death or bodily injury to **you** or **your partner** if **you** or **your partner** had not complied with the law relating to the use of seat belts.
6. Injury or death, if at the time of the incident, the driver was under the influence of drink or drugs in **excess** of the legal limits in the country where the incident occurred.

Section 4 - Medical expenses

What is covered under Section 4

If **you**, or any other person in **your vehicle**, are injured as a direct result of **your vehicle** being involved in an accident, **the insurer** will pay the medical expenses arising in connection with that accident.

The most **the insurer** will pay for each injured person is £500.

Section 5 - Personal Belongings and child seat cover

What is covered under Section 5

The insurer will pay **you** (or, at **your** request, the owner) for the value of loss or damage caused to **personal belongings** by **fire, theft** or an accident while the **personal belongings** are in or on **your vehicle**.

The maximum amount payable for any one incident is £500 and is subject to **you** making a claim which is accepted by **the insurer** under Section 1 of **your policy**.

If **you** have child seat(s) fitted in **your vehicle** and **your vehicle** is involved in an accident or damaged following **fire, theft** or malicious damage **the insurer** will contribute up to £100 per child seat towards the cost of a replacement even if there is no apparent damage to the child seat(s), subject to **you** making a claim for the same incident which is accepted by **the insurer** under Section 1 of **your policy**.

What is not covered under Section 5 (exclusions)

The insurer will not pay for loss of or damage to the following:

- Money, stamps, tickets, documents or securities (such as share and premium bond certificates), vouchers, cheque books, debit, credit or loyalty cards or jewellery, including watches.
- Goods or samples carried in connection with any trade or business.
- Any loss following **theft** if **your vehicle** was unoccupied at the time of the loss, unless it was locked and the **ignition key** was not on or in **your vehicle**.

Section 6 - Emergency treatment

What is covered under Section 6

The insurer will reimburse any person using any vehicle covered under this **policy** for payments made under **compulsory motor insurance legislation** for emergency treatment.

No **excess** is applicable when making a claim under this section.

Section 7 - Foreign Use

What is covered under Section 7

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

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

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

- **your vehicle** being normally kept in the **United Kingdom**;
- use of **your vehicle** for visits to countries outside the **United Kingdom** being of a temporary nature.

Cover includes:

- transit by sea, air or rail in or between countries within the **territorial limits**;
- reimbursement of any customs duty **you** may have to pay after temporarily importing **your vehicle** into any country within the **territorial limits**, subject to **your** liability arising as a direct result of a claim covered under this **policy**;
- reimbursement of:
 - any contribution to general salvage charges which **you** are required to pay; and
 - any expense which **you** incur arising out of any necessary action **you** take to minimize or avoid loss or damage to **your vehicle** or its **accessories** provided that loss or damage is one that would have been covered by this policy; arising out of an event while **your vehicle** is being transported by sea between any countries within the **territorial limits** provided **your vehicle** is covered for loss or damage under this policy.

If you take your car abroad

Your certificate of motor insurance provides sufficient evidence that you are complying with the laws on the compulsory insurance of motor vehicles in all countries within the **territorial limits**.

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

Section 8 - Replacement locks

What is covered under Section 8

If the ignition keys or lock transmitter of **your vehicle** is lost or stolen **the insurer** will pay for the cost of replacing:

- the door locks and/or boot lock;
- the ignition/steering lock;
- the lock transmitter and central locking interface

provided that **the insurer** is satisfied that any person who may have the ignition keys or lock transmitter knows the identity or location of **your vehicle**, and care had been taken to safeguard the ignition keys or lock transmitter from loss. **You** should report the loss or the fact that **your** ignition keys or lock transmitter have been stolen to the police and obtain a crime reference number.

No **excess** is applicable when making a claim under this section.

What is not covered under Section 8 (exclusions)

The insurer will not pay for loss of or damage to the following:

1. **Ignition keys** or lock transmitter left in or on **your vehicle**;
2. The cost of replacing alarms or other security devices.

Section 9 - Courtesy/Hire Vehicle

What is covered under Section 9

After an incident covered by **your policy**, and if **your vehicle** is repaired by an **authorised repairer**, a standard vehicle will be provided whilst **your vehicle** is repaired.

A standard vehicle will, as a minimum, be a small, 1.0L vehicle with 3 doors.

If **your vehicle** cannot be repaired or has been stolen and not recovered **the insurer** will arrange for the hire of a standard vehicle for the remaining duration of the **period of insurance** or up until **your** settlement cheque is received (whichever is the earlier).

The insurer will only supply a vehicle if **your** claim is accepted.

General Exclusions

Your policy does not cover the following:

1. Any accident, injury, loss or damage while any vehicle that is insured under this **policy** is being:
 - a) used otherwise than for the purposes described under the 'Limitations as to use' section of **your certificate of motor insurance**;
 - b) driven by, or is in the charge of anyone for the purposes of being driven who:
 - is not described under the section of **your certificate of motor insurance**
 - that shows the people entitled to drive;
 - does not have a valid and current license to drive **your vehicle**; or is not complying with the terms and conditions of their license.

However, **the insurer** 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 while **your vehicle** is being parked by an employee of a hotel or restaurant or vehicle parking service.
 - ii. if the injury, loss or damage was caused as a result of **your vehicle** being stolen or having been taken without **your** permission.
 - iii. by reason of the person driving not having a driving license, if **you** had no knowledge of such deficiency.
2. Any liability **you** have agreed to take on except to the extent **you** would have had that liability if that agreement did not exist.
 3. 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 or arising from:
 - i. ionising radiations 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 other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
 4. Any accident, injury, loss or damage if **your vehicle** is registered outside the **United Kingdom**, unless previously agreed by **the insurer**.
 5. Any loss, damage, injury or death occurring whilst **your vehicle** is being used in any part of an aerodrome or airport provided for the take-off or landing of aircraft, or in aircraft parking aprons (including the associated service roads and ground equipment parking areas) or those parts of passenger terminals which come within the Customs examination area. This exclusion will not apply where such liability is required to be

covered by **compulsory motor insurance legislation**.

6. 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**. This exclusion will not apply where such liability is required to be covered under **compulsory motor insurance legislation**.

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.

7. **The insurer** will not pay for any claim which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such claim 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 **compulsory motor insurance legislation**

The Consumer Insurance (Disclosure and Representations) Act 2012 sets out situations where failure by a policyholder to provide complete and accurate information requested by the insurer allows the insurer to cancel the policy, sometimes back to its start date and to keep any premiums paid.

Legal Assistance

Section 10

The following information relates to Section 10 only and cover is included with **Your First Cover Motor Insurance Policy**.

This section of the Policy is administered by Auxillis Limited which is authorised and regulated by the Financial Conduct Authority (FCA Registration: 312423), Redmond House, Fern Court, Bracken Hill Business Park, Peterlee, County Durham SR8 2RR.

Managed on behalf of AmTrust Europe Limited by Arc Legal Assistance Ltd, authorised and regulated by the Financial Conduct Authority. Arc Legal Assistance Ltd's Firm Reference Number is 305958. The Gatehouse, Lodge Park, Lodge Lane, Colchester, CO4 5NE.

This policy is underwritten by 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

Definitions applicable to Section 10 only

Each of the words or phrases listed below in **bold** will have the same meaning wherever they appear in this section of the **Policy**:

Appointed Agents means Auxillis Limited which will act on behalf of Arc Legal Assistance Limited who manage this section of the **Policy** for the Underwriter in connection with this section of the **Policy** and its administration and may monitor and record calls for the purposes of training and the prevention of crime and will, where the context so admits, include its subsidiary and associated companies including any holding companies of them.

Appointed Legal Representative means the solicitor or other appropriately qualified person or entity that **We** approve, appointed under the terms and conditions of this section of the **Policy** to act for the **Insured Person**.

Claim means a civil claim for damages for **Uninsured Loss** or personal injury arising out of an **Insured Incident**;

Costs means **Opponents Costs, Own Costs** and **Own Disbursements**.

Insured Incident means the incident, or the first of a series of incidents, which may lead to a Claim under this insurance. Only one **Insured Incident** shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or by time. The incident must involve **Your Car**, an **Insured Person** and have occurred within the **Territorial Limits** applicable to section 10 and during the **Period of Insurance**.

Insured Person in section 10 means **You** and any person authorised to drive **Your Car** under **Your First Cover Motor Insurance Policy**. Cover extends to any authorised passenger in or on **Your Car** who is claiming under this section of **Your First Cover Motor Insurance Policy** with **Your** consent, or **You** or their legal representative in the event of death.

Legal Proceedings means all work necessary regarding a Claim with the approval of the **Underwriters**, subject to the jurisdiction of courts within the **United Kingdom**, the Isle of Man or the Channel Islands. Appeals from such hearings are also included if **We** are notified by the **Insured Person** of their wish to appeal at least five working days before the deadline for giving notice of appeal expires and **Our** written consent is given. **We** must also consider the appeal to have **Prospects of Success**.

Limit of Indemnity this is the total amount of cover under this section of the **Policy** and means the maximum sum of £100,000 in relation to **Uninsured Loss** recovery & personal injury that the **Underwriters** will pay for any one Claim or in the aggregate of any one **Period of Insurance**, in respect of Costs, incurred in relation to the **Legal Proceedings** occurring in the **Period of Insurance**.

Mercedes-Benz Insurance means the insurance intermediary who are authorised to sell this **Policy** to the **Policyholder** on **Our** behalf.

Motor Insurance Policy means the **policy** of insurance arranged through **Mercedes-Benz Insurance** and issued to **You** in compliance with the Road Traffic Act valid at the time of the **Insured Incident**.

Opponent's Costs means a **Third Party's** legal fees, disbursements and expenses which an **Insured Person** is ordered to pay by a court or which, with **Our** approval, an **Insured Person**:

1. agrees to pay;
2. becomes liable to pay by making or accepting an offer under Part 36 of the Civil Procedure Rules; or

3. becomes liable to pay by discontinuing the Claim under Part 38 of the Civil Procedure Rules.

Own Costs means the reasonable and proportionate but irrecoverable costs incurred by the **Appointed Legal Representative** (and which in the case of civil proceedings) would be allowed on a detailed assessment of costs between parties on a standard basis which an **Insured Person** has to pay but excluding any percentage uplift applied to those costs under any conditional fee agreement or any fee charged based on a percentage of the damages the **Insured Person** recovers under a damages based agreement.

Own Disbursements means an **Insured Person's** liability for the following, reasonably and proportionally incurred, expenses:

1. DVLA search fees;
2. police accident report;
3. experts reports;
4. court fees;
5. witness expenses; and
6. such other fees required for the proper advancement of the **Claim** as **We** agree.

Period of Insurance means the period of **Your First Cover Motor Insurance Policy** which runs alongside this Legal Assistance **Policy** and does not exceed 7 days.

Policy in this context means section 10 of **Your First Cover Motor Insurance Policy**.

Policyholder means the person to whom this **First Cover Motor Insurance Policy** has been issued.

Prospects of Success means that an **Insured Person** has a 51% or better chance of receiving an award of compensation which (after taking into account the likely contribution to be received from a **third party** to an **Insured Person's Own Costs** and **Own Disbursements**) is more than the **Own Costs** and **Own Disbursements** of pursuing the Claim and which exceeds any settlement offers an **Insured Person** receives.

Territorial Limits in this section 10 means Great Britain, Northern Ireland, Isle of Man, Channel Islands, any other country which is a member of the European Union, Norway, Switzerland, Iceland, Andorra and Liechtenstein in relation to **Uninsured Loss** recovery and personal injury.

Third Party means the other person(s) and/or party(s) responsible for the **Insured Incident**, excluding an **Insured Person**;

Underwriters means AmTrust Europe Limited, managed on their behalf by Arc Legal Assistance Limited.

Uninsured Loss means any loss, including injury, compensation or expenses or costs that are directly caused by the **Insured Incident** which led to an **Insured Person's Claim**, unless specifically excluded in **Your First Cover Motor Insurance Policy**, and which are not covered by **You** underlying **First Cover Motor Insurance Policy**.

We, Us, Our means Auxillis Limited or Arc Legal Assistance Limited acting on behalf of the **Underwriters**.

You, Your means the **Policyholder**.

Your Car has the same definition as that shown on page 8 of **your First Cover Motor Insurance Policy Wording**.

1. Cover

Uninsured Loss Recovery & Personal Injury

What is insured

You are covered for **Costs** to pursue an **Uninsured Loss** or personal injury claim arising from a road traffic accident whilst **You** are in, boarding or alighting **Your Car** against those whose negligence has caused **Your Uninsured Loss**.

If the **Claim** is going to be decided by a court in England or Wales and the personal injury damages **You** are claiming are above the small claims court limit, the **Appointed Legal Representative** must enter into a conditional fee agreement which waives their own fees if **You** fail to recover the damages that **You** are claiming in the **Claim** in full or in part.

What is not insured:

Claims relating to;

- an agreement **You** have entered into with another person or organisation.
- stress, psychological or emotional injury unless it arises from **You** suffering physical injury.

2. Exclusions

Applicable to the Legal Assistance section

The **Underwriters** will not cover the **Insured Person** in respect of:

1. **Own Costs, Own Disbursements** and **Opponent's Costs** incurred as a result of **Legal Proceedings** arising out of an **Insured Incident** which occurred outside the **Period of Insurance**.
2. Events which may give rise to a **Claim** which have not been reported to **Us** within 180 days of their occurrence.
3. **Own Costs** and **Own Disbursements** including costs of appeals which are incurred without **Our** written consent and agreement and in any event all such **Own Costs** and **Own Disbursements** incurred prior to notification of the relevant **Claim** to **Us**.
4. **Opponent's Costs**, expenses, fines, penalties or other payments the **Insured Person** is ordered to pay by a Court of criminal jurisdiction.
5. **Claims** arising out of the use of **Your Car** by the **Insured Person** for racing, rallies, trials or competitions of any kind.
6. **Claims** arising out of an **Insured Incident** caused by the **Insured Person's** deliberate act or omission.
7. **Claims** arising out of an **Insured Incident** that **We** find to **Our** satisfaction to be of a fraudulent nature, or where the **Insured Person** has deliberately or recklessly misled **Us** or the **Appointed Legal Representative** as to the circumstances of the accident.
8. Any **Claim** where, when in control of **Your Car**, the **Insured Person** did not have possession of both a valid driving licence and certificate of insurance.
9. Any **Claim** where **Your Car** was not in a roadworthy condition or did not have a valid MOT Certificate, or **You** did not procure valid vehicle tax where applicable.
10. The defence of any **claim** or **legal proceedings** made or brought against the **Insured Person** in relation to Claims for **Uninsured Loss** recovery & personal injury.
11. Any **Claim** or **Legal Proceedings** made, commenced or brought by the **Insured Person** outside of the **Territorial Limits** applicable to section 11.
12. Claims made between the **Policyholder** and **Insured Persons** or between other **Insured Persons**.
13. **Own Costs, Own Disbursements** and **Opponent's Costs** incurred in respect of a **Claim** where **Your** motor insurer cancels the First Cover Motor Insurance **Policy** or otherwise refuses to become involved in the **Insured Incident**.
14. **Claims** where the **Insured Person**
 - (a) Takes action without first obtaining **Our** consent or;
 - (b) Causes delay or fails to respond to requests for assistance from **Us** or the **Appointed Legal Representative**.

15. **Claims** arising from:
- (a) Ionising, radiations or contamination by radioactivity from irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - (b) Any radioactive toxic explosive or other hazardous properties of any nuclear assembly or component thereof.
 - (c) Riot, civil commotion, war, invasion, acts of foreign enemies hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or use of power or confiscation, nationalisation, requisition, destruction or damage to property by or under the order of any government.
16. Any **Claim** where **We** or the **Appointed Legal Representative** deem there are no **Prospects of Success**.
17. **Claims** for damage to any property or any related loss, expense or costs that are indirectly caused by the **Insured Incident** which led to a **Claim**.
18. Any **Claim** arising from the **theft** or attempted **theft** of **Your Car**.
19. Any undertaking the **Insured Person** gives to the **Appointed Legal Representative**, or which the **Insured Person** or the **Appointed Legal Representative** gives to any person about payment of fees or expenses unless **We** have given prior written authority.
20. Any costs or liability **You** incur or an **Insured Person** incurs for any services supplied to **You** or an **Insured Person**.

Helplines

By calling the numbers below **you** may obtain general advice about a number of legal, lifestyle, counselling and health and medical matters. The helplines are open 24 hours a day, 365 days a year.

Legal Helpline

You can use the helpline service to discuss any problem occurring under this section of the **Policy** within the **United Kingdom**, the Channel Islands and the Isle of Man. Simply telephone 0333 005 0349 and quote "AAML16".

Lifestyle Counselling Helpline

This service can help with a range of problems from practical everyday matters to sensitive or emotional issues. **Our** specialists can provide advice, support and assistance that may help **You** deal with personal relationship problems, problems with colleagues in the workplace and other issues affecting **Your** general wellbeing. Counsellors and information specialists are also trained to help **You** with practical problems like debt or legal matters. **You** can access the Lifestyle Counselling Helpline on 0344 770 1036 and quote "AAML16".

Health and Medical Information Service

This telephone service provides information on general health issues and non-diagnostic information on medical matters. Information can be given on a wide variety of topics and on resources that provide further support. Simply telephone 0344 770 1036 and quote "AAML16".

3. Conditions

Applicable to the Legal Assistance section

1. Compliance And Precautions

The **Insured Person** must comply with all of the terms and conditions of this section of **Your First Cover Motor Insurance Policy** and take all reasonable precautions to minimise **Own Costs, Own Disbursements** and **Opponent's Costs** and attempt to prevent any event, which may cause a Claim under this section of **Your First Cover Motor Insurance Policy**.

2. Reporting a Claim

You must promptly, and in any event within 180 days of it occurring, report to **Us** any incident which may give rise to a Claim under this section of the First Cover Motor Insurance **Policy** by telephoning the claims helpline on 03450 402092.

In each case **You** will need to confirm **You** are insured with **Mercedes-Benz Insurance** and provide **Your First Cover Motor Insurance Policy** number, **Your Car's** registration number, date of the incident giving rise to a Claim and any supporting details/information required to deal with the Claim. The **Insured Person** must complete any forms requested.

3. Acceptance of a Claim

Where **We** accept that a Claim has Prospects of Success, **We** will notify the **Insured Person** or **Mercedes-Benz Insurance** in writing as soon as practicable.

4. Proportionality

We will only pay **Own Costs** that are proportionate to the amount of damages that **You** are claiming in the Legal Action. **Own Costs** in **excess** of the amount that **You** are able to claim from **Your** opponent will not be covered.

5. Representation

- (a) **We** have the right to make investigations into every matter that is or might be an **Insured Incident**.
- (b) **We** have the right to negotiate and settle civil proceedings relating to the Claim, in the **Insured Person's** name, before an **Appointed Legal Representative** is instructed.
- (c) Where appropriate **We** will pass the Claim to an **Appointed Legal Representative** to be dealt with. They will be instructed in the name of the **Insured Person** and may negotiate and settle civil proceedings relating to the Claim on their behalf.
- (d) Except where **Legal Proceedings** need to be issued or undertaken or there is a conflict of interest, the **Appointed Legal Representative** will be chosen by **Us**. If the **Insured Person** wishes to appoint their own solicitor, **We** will only accept that appointment if the request is made in writing to **Us** at Arc Legal Assistance, The Gatehouse, Lodge Park,

Lodge Lane, Colchester, CO4 5NE. **We** must be satisfied that the solicitor is able to deal with the case. The solicitor must, in the case of an **Uninsured Loss** recovery & personal injury claim, enter into a Conditional Fee Agreement which waives their own fees if **You** fail to recover the damages that **You** are claiming in the Claim in full or in part. In relation to all other Claims, they must sign **Our** Non- panel Solicitor Terms and Conditions and have a duty to minimise the costs of any Claim and/or **Legal Proceedings**. Once the chosen solicitor has been approved by **Us**, they will become the **Appointed Legal Representative** subject to the terms and conditions of this section of **Your First Cover Motor Insurance Policy**. **Your** right to choose an **Appointed Legal Representative** will only commence when the need arises for proceedings to be issued. **You** must not change the **Appointed Legal Representative** without **Our** prior written consent. This condition is subject to any rights of the Insured under regulation 6 of the Insurance Companies (Legal Expenses Insurance) Regulations 1990, where applicable. Any dispute arising from the **Insured Person's** choice may be referred to arbitration as set out in Clause 11.

6. Control of the Claim

- (a) The **Insured Person** must co-operate fully with the **Appointed Legal Representative** and **Us** and in particular, the **Appointed Legal Representative** and **We** must be kept continually and promptly informed of all developments relating to the Claim of which the **Insured Person** is aware and must be provided immediately with all information, evidence and documents relating to the Claim in their possession.
- (b) The **Insured Person** must allow **Us** direct access to the **Appointed Legal Representative** at all times in relation to any Claim.
- (c) The **Insured Person** must instruct the **Appointed Legal Representative** to produce to **Us** immediately any documents, information or advice in their possession. The **Insured Person** must also give the **Appointed Legal Representative** such prompt, proper and reasonable instructions in relation to the Claim and the conduct of any litigation, as the **Underwriters** or **We** require. The **Insured Person** must not do anything that will prejudice the Claim or the **Legal Proceedings**.
- (d) The **Insured Person** should advise **Us** directly or through their **Appointed Legal Representative** immediately of all offers to settle or payments into court in respect of the Claim. No offer of settlement or negotiation can be made without **Our** agreement.
- (e) If the **Insured Person** does not accept the offer or payment into court and **We** and, where applicable, the **Appointed Legal Representative** consider that the outcome of the Claim will not be bettered **We** reserve the right to withdraw cover and will not be responsible for any further **Own Costs, Own Disbursements** and **Opponent's Costs** after the offer or payment into court was made.
- (f) **We** may discharge **Our** liabilities to the **Insured Person** under this section of **Your First Cover Motor Insurance Policy** by paying an amount equal to that claimed subject to the Limit of Indemnity.
- (g) The **Insured Person** shall take all reasonable steps to keep the costs of the Claim, any **Legal Proceedings** and **Own Costs, Own Disbursements** and **Opponent's Costs** to a minimum.

(h) The **Insured Person** must send to **Us** directly or authorise the **Appointed Legal Representative** to send to **Us** all bills, orders or awards for **Own Costs, Own Disbursements** and **Opponent's Costs** immediately on receiving them and **We** have the right to have these submitted for assessment by the courts or certification by the Law Society.

(i) The **Insured Person** must authorise any **Appointed Legal Representative** to receive any sums by way of **Own Costs** and **Own Disbursements** recovered from the **Third Party** and to pay the same to **Us** to the extent of the sums covered under this section of **Your First Cover Motor Insurance Policy**. Any sums received directly by the **Insured Person** should similarly be paid over to **Us** to the extent of the sums covered under this section of **Your First Cover Motor Insurance Policy**.

(j) The **Insured Person** must take all action possible to recover any Costs, charges or fees the **Underwriters** or **We** may have paid or be liable to pay under this section of **Your First Cover Motor Insurance Policy** and pay any such amounts recovered to **Us**. In any event, upon payment of all sums due for **Own Costs** and **Own Disbursements** under this section of **Your First Cover Motor Insurance Policy We** can take over and if necessary conduct proceedings in the name of the **Insured Person** to recover such **Own Costs** and **Own Disbursements** which the **Insured Person** is entitled to receive from the **Third Party**.

(k) **We** can give written notice to the **Insured Person** and the **Appointed Legal Representative** to discontinue cover if during the course of a **Claim We** consider **Prospects of Success** no longer exist.

7. Withdrawal

If the **Insured Person** withdraws from a Claim or discontinues instructions to an **Appointed Legal Representative** expressly or by omission without the agreement of the **Underwriters** or **Us**, all **Own Costs, Own Disbursements** and **Opponent's Costs** will become the responsibility of the **Insured Person**. In addition, **We** will be entitled to be reimbursed by the **Insured Person** of all **Own Costs, Own Disbursements** and **Opponent's Costs** paid or incurred during the course of the **Claim**.

8. Communication

All notices and communications from **Us** and the **Underwriters** will be considered to have been sent if sent to the last postal address given to **Us** or **Mercedes-Benz Insurance**.

9. Dual Insurance

If at the time of any **Insured Incident** there is any other insurance, which provides cover for the loss, or any part of it **We** will only be responsible for the amount not recoverable under that insurance.

10. Compliance and Avoidance of this section of Your First Cover Motor Insurance Policy

We have the right to cancel this section of **Your First Cover Motor Insurance Policy** and declare the same null and void:

(a) in the event of any breach of the terms and conditions of this section of

Your First Cover Motor Insurance Policy;

(b) if **You** do not hold a valid First Cover Motor Insurance **Policy** at the time of the **Insured Incident** for the vehicle involved;

(c) if **Your** motor insurers are entitled to avoid or cancel **Your First Cover Motor Insurance Policy;**

(d) if any statements or answers made by **You** to **Mercedes-Benz Insurance, Us** or the **Underwriters** prior to commencement of **Your First Cover Motor Insurance Policy** or to **Us** or the **Appointed Legal Representative** by an **Insured Person** during the conduct of the **Claim** and/or **Legal Proceedings** are found to be false, deliberately, or recklessly, misleading or untrue;

(e) If an **Insured Person** fails to disclose any information relevant to the conduct of the **Claim** (including but not limited to the making, acceptance or rejection of any offers to settle, or discontinue, a **Claim**) or the **Legal Proceedings;**

11. Alteration

The **Insured Person** must notify **Us** immediately of any change to the information they have provided, which may or does affect **Your First Cover Motor Insurance Policy.**

12. Your Cancellation Rights

Please see the Cancellation Conditions Section of **Your First Cover Motor Insurance Policy** booklet for cancellation within 14 days of the date of purchase or the day **You** receive **Your** documentation from **Mercedes-Benz Insurance,** whichever is the later.

13. Cancellation of this Section of Your First Cover Motor Insurance Policy by Us

This section of **Your First Cover Motor Insurance Policy** may be cancelled by **Us** in the event of:

- **Your First Cover Motor Insurance Policy** for **Your Car** being cancelled; or
- **Your** circumstances changing and **You** no longer being able to make a claim.

14. Arbitration

In the event of any dispute or difference whatsoever arising out of this section of **Your First Cover Motor Insurance Policy** or any Legal Action made there under the matter shall be referred to an arbitrator who shall be either a solicitor or a barrister agreed upon by the **Insured Person** and **Us.** If the **Insured Person** is not the **Policyholder** by claiming under this section of **Your First Cover Motor Insurance Policy** they agree to be a party to any Arbitration under this Clause whether jointly with the **Policyholder** or otherwise and whether as claimant or defendant.

If **we** cannot agree on an arbitrator then the President of the Law Society or the Chairman of the Bar Council or similar legal professional body within the **United Kingdom,** Isle of Man or Channel Islands will choose one. The appointment and subsequent arbitration shall be binding on both parties.

Whoever loses the arbitration must pay all the costs involved. If the decision is not clearly made against the **Insured Person** or **Us**, the arbitrator will decide how the **Insured Person** and **We** will share the costs.

15. Governing law & language

This section of **Your First Cover Motor Insurance Policy** shall be governed by and construed in accordance with English Law. All communication is to be conducted in English.

16. Whole agreement

This section of **Your First Cover Motor Insurance Policy** contains the entire agreement between **You** and any **Insured Person** claiming under it and the **Underwriters** and the **Appointed Agents** on their behalf and no other representation or warranty by the **Insured Person** or **Us** or their authorised representatives or any **third party** shall have any contractual effect unless agreed by all parties in writing.

17. Marketing

Auxillis Limited, Arc Legal Assistance nor AmTrust Europe Limited will use **your** data for marketing purposes. All information provided is used to manage this section of **Your First Cover Motor Insurance Policy** only.

18. Call recording

Auxillis Limited administer this insurance, or Arc Legal Assistance who manage this insurance on behalf of AmTrust Europe Limited may monitor and record calls and may share **Your** information with its associated and subsidiary companies (or the holding company of any of them).

Text Relay Service: Should **You** wish to talk to **Us** using a textphone, please call **Us** using the Text Relay service on 18001 followed by 03450 402092.

You must also refer to the Definitions, the General Exclusions, the General Conditions, Complaints Procedure and the sections on pages of the First Cover Motor Insurance **Policy** Wording.

General Conditions

Applying to the whole policy

1. Claims procedure

a) As soon as reasonably possible and when it is safe to do so, after any incident, injury, loss or damage, **you** or **your legal personal representative** must telephone the **Mercedes-Benz Insurance** claims assistance telephone number 03450 402092.

Do not reply to any letters or documents **you** receive about the incident but send them straight to **the insurer**. **Mercedes-Benz Insurance** will give **you** the address **you** need to use when **you** advise them of any incident.

You or **your legal personal representative** must also let **the insurer** know immediately if anyone insured under this **policy** is to be prosecuted as a result of the incident or if there is to be an inquest or a fatal accident inquiry. **Mercedes-Benz Insurance** will give **you** the address **you** need to use when **you** advise them of any incident.

b) **You**, or anyone else, claiming under this **policy**, must not admit to any fault or liability for any claim, promise any payment or refuse any claim without **our** written consent.

If **the insurer** wants to, **the insurer** can take over and conduct in **your** name or 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 **the insurer** has made under this **policy**. **The insurer** 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 **the insurer** all the information and assistance necessary for **the insurer** to achieve a settlement or pursue a recovery.

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

d) Below are some examples of information and documents **the insurer** may request. However, **the insurer** may also ask for other information, documents and assistance relevant to **your** claim.

Information	Documents	Assistance
Details of third parties and any witnesses	Driving License	Attendance at court
A statement of events relating to your claim	Proof of identity and address	Meetings with solicitors or your insurer
A sketch or photograph of the accident scene	Vehicle documentation such as a V5, MOT and proof of purchase	
Correspondence received from another party (including any court papers)	Receipts and invoices Finance documents	

2. Other insurance

If at the time of any incident which results in a claim under **your policy** there is any other insurance in force covering the same liability, loss or damage, **the insurer** will only pay their share of the claim. The share to be paid by each insurer will be determined either by agreement between each insurer or by the appropriate court.

This Condition does not apply to Personal Accident Benefit under Section 3, which will be paid as stated under that Section.

This provision will not place any obligation upon **Us** to accept any liability under Section 2 which **the insurer** would otherwise be entitled to exclude under Exclusion 2 to Section 2.

3. Payments made under compulsory motor insurance legislation and rights of recovery

If the law of any country in which this **policy** covers **you** says **the insurer** must pay a claim which they would otherwise not have paid, then **the insurer** is entitled to recover such payments from **you**.

4. Your duty to prevent loss or damage

You must protect **your vehicle** from loss or damage and maintain **your vehicle** in an efficient and roadworthy condition at all times. **The insurer** shall have, at all times and with reasonable notice, free access to examine **your vehicle**.

5. Your duty to comply with all of the terms of this policy

Our provision of insurance under this **policy** is conditional upon **you**, any person entitled to drive **your vehicle** and anyone else whose liability is covered under **your policy** having met the terms and conditions of **your policy** as far as they can apply.

Any declarations made or statements given to **the insurer** or to **Mercedes-Benz Insurance** verbally, electronically or in writing, or in the **statement of fact** on which this **policy** is based are complete and correct as far as **you** know.

6. Fraud

If **your** claim is in any way dishonest or exaggerated **the insurer** will not pay any benefit under this **policy**. **The insurer** may cancel **your policy** immediately and backdate the cancellation to the date of the fraudulent claim.

The insurer may also take legal action against **you**. If **the insurer** has made any payments relating to **your** claim they may recover those costs from **you**.

7. Vehicle sharing and insurance

If **you** receive a contribution as part of a vehicle sharing arrangement involving the use of **your vehicle** for carrying passengers for social or similar purposes, **the insurer** will not consider this to be carrying passengers for hire and reward providing:

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

8. Your cancellation rights

As this is a free limited period policy, there is no option to cancel the cover.

If **your vehicle** is used under a vehicle sharing arrangement and **you** have any doubt as to whether this arrangement is covered under this **policy** then **you** should contact **Mercedes-Benz Insurance** on 0345 040 2092 for confirmation.

Complaints Procedure

At **Mercedes-Benz Insurance** we strive to give an excellent service at all times but **we** recognise that occasionally things do go wrong. **We** take all complaints **we** receive seriously, and aim to resolve them promptly. To ensure that **we** provide the service **you** should expect, **we** welcome **your** feedback. **We** will record and analyse **your** comments, to make sure **we** continually improve the service **we** offer.

What will happen if you complain?

- **We** will acknowledge **your** complaint promptly.
- **We** aim to resolve all complaints as quickly as possible.

Most concerns can be resolved quickly but occasionally more detailed enquiries are needed.

If this is likely, **we** will acknowledge **your** complaint promptly and contact **you** within 10 working days to update **you** and provide an expected date of response.

What to do if you are unhappy?

If **you** are unhappy with any aspect of the handling of **your** insurance, **we** would encourage **you** in the first instance to seek resolution by using the contact information below:

If your complaint is about the service provided by Mercedes-Benz Insurance please contact us using the details below:

Mercedes-Benz Insurance Artisan, Hillbottom Road, High Wycombe, HP12 4HJ.
Telephone: 0345 040 2092
Email: customerservice@mercedes-benzcarinsurance.co.uk

If your complaint is about a claim or the services provided during the claim process

Please contact the Complaints Manager for **the insurer** using the contact details for **the insurer** provided in **your** document pack.

If **you** are unsure of **the insurer's** details please contact **Mercedes-Benz Insurance** on 0345 040 2092.

Regardless of whether **your** complaint concerns **Mercedes-Benz Insurance** or **the insurer**, if **your** complaint cannot be resolved within 8 weeks, or if **you** remain unhappy with the final response **you** have received **you** may refer **your** complaint to the Financial Ombudsman Service free of charge within six months of receiving the final response letter at:

The Financial Ombudsman Service
Exchange Tower
London E14 9SR
Telephone: 0800 023 4567 (free from landlines) or 0300 123 9123
Website: www.financial-ombudsman.org.uk
Email: complaint.info@financial-ombudsman.org.uk

Whilst **Mercedes-Benz Insurance** or **the insurer** are bound by the decisions of the Financial Ombudsman Service, **you** are not and following the complaints procedure does not affect **your** right to take legal action.

Financial Services Compensation Scheme

If **Mercedes-Benz Insurance** or **the insurer** are unable to meet their liabilities, **you** may be able to claim compensation from the Financial Services Compensation Scheme (FSCS). There are different levels of compensation, depending on what kind of insurance **you** have. Compulsory insurance is covered for 100% of the claim and non-compulsory insurance is covered for 90% of the claim.

Further information is available from:
Financial Services Compensation Scheme
10th Floor Beaufort House
15 St Botolph Street London
EC3A 7QU
Telephone: 0207 741 4100
Email: enquiries@fscs.org.uk

Mercedes-Benz Insurance Services UK Limited, Registered in England No. 03510012.
Registered office: Delaware Drive, Tongwell, Milton Keynes, England, MK15 8BA.
Authorised and Regulated by the Financial Conduct Authority under firm reference
311715.

All motor policies are arranged and administered on behalf of Mercedes-Benz Insurance
Services UK Limited by Lloyd Latchford, Registered in England No. 05988054. Registered
office: Embankment West Tower, 101 Cathedral Approach, Salford, Manchester, M3 7FB.

Business address: Artisan, Hillbottom Road, High Wycombe, HP12 4HJ. Lloyd Latchford is
authorised and regulated by the Financial Conduct Authority under firm reference
496330. For mutual security, calls are recorded and/or monitored for training purposes.
Please note, we may decline to quote in some circumstances.

Mercedes-Benz Insurance Services UK Limited is authorised and regulated by the
Financial Conduct Authority (FCA number 311715).

The motor insurance policy is underwritten by the insurer shown on your policy schedule
and certificate of motor insurance.

www.mercedes-benz.co.uk