



Direct Line[®]

Together with



**Motability
Scheme**

COVER **BOOKLET**

**Motability Scheme
responsibility for vehicle
loss and damage and your
insurance benefits for
cars and wheelchair
accessible vehicles**



Welcome

Together, Motability Operations and Direct Line Motability have arranged to give protection for users of the Motability Contract Hire Scheme. These arrangements are designed to provide protection similar to that which you would receive under a fully comprehensive motor insurance policy.

The arrangements have two separate parts:

- 1. Motability Operations** is responsible for **vehicle** loss and damage subject to the terms and conditions set out in Parts 2 and 4 of this cover booklet. The **hirer** is responsible for **vehicle** loss and damage which is not the responsibility of **Motability Operations**.
- 2. DLM** provides **Motability Operations** with the **policy** which provides certain valuable benefits for users of the **Motability Contract Hire Scheme**. These benefits include third party liability cover, legal expenses cover and personal accident cover and are described in Parts 3 and 4 of this cover booklet. You are a beneficiary under the **policy** and **Motability Operations**, as the sole policyholder, claims these benefits on your behalf on the basis described in this cover booklet.

This cover booklet contains the legal terms and conditions of (i) **Motability Operations'** responsibilities for **vehicle** loss and damage and (ii) the benefits that you are entitled to as a beneficiary under the **policy**.

Please read it carefully and advise **Motability Operations** and **DLM** (using the contact details on the next page) if the **insurance benefits** described in the **DLM documentation** do not meet your requirements or there have been any changes in your circumstances as notified to **DLM**. Anything to do with your **contract hire agreement**, you will need to discuss directly with **Motability Operations**.

There are important limitations and exclusions regarding both **Motability Operations'** responsibilities for **vehicle** loss and damage and the **insurance benefits** that are explained in Parts 2, 3 and 4 of this cover booklet which you should be aware of. It is essential that you bear these in mind for as long as you are using a **vehicle** provided under the **Motability Contract Hire Scheme**.

Please note all Parts of this cover booklet use certain common definitions of the words or expressions which are defined in Part 1 of this cover booklet and which will have the same meaning wherever they are shown in **bold print**.

We wish you a happy and safe motoring future.

Contact details

Motability Operations

For general enquiries about the Motability Contract Hire Scheme, your contract hire agreement or your vehicle please contact:

Motability Operations Ltd
410 Bristol Business Park
Bristol
BS16 1EJ

Telephone:

0300 456 4566

Minicom:

0300 037 0100

Lines are open:
8.00am to 7.00pm Monday to Friday and
9.00am to 5.00pm on Saturday

**If your vehicle is immobile, please contact
Motability Assist (RAC) UK on**

0800 73 111 73

(Lines open 24 hours)

Direct Line Motability

For enquiries about your insurance benefits, vehicle loss and damage or claims please contact:

Direct Line Motability
Churchill Court
Westmoreland Road
Bromley
BR1 1DP

Customer Services:

0300 037 3737

Lines are open:
8.00am to 7.00pm Monday to Friday and
8.00am to 4.00pm on Saturday

New Claims:

0300 037 3737

Lines are open:
8.00am to 7.00pm Monday to Friday and
8.00am to 4.00pm on Saturday

Existing Claims:

0300 037 3737

Lines are open:
9.00am to 5.00pm Monday to Friday

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FAQs

Who is covered to drive other cars?

No one named on the **certificate of insurance** is covered to drive any other vehicle, unless that vehicle is provided to the **hirer** by or on behalf of **Motability Operations**.

Am I covered if I leave my vehicle unlocked or the keys in the vehicle?

X Motability Operations is not responsible for any **claim** for theft, or attempted theft, if the **vehicle** is left:

- Unlocked
- With keys or key fobs in, on, or attached to the **vehicle**
- With the engine running
- With a window or roof open.

What vehicle damage is Motability Operations not responsible for?

X Motability Operations is not responsible for:

- Mechanical or electrical failure
- Wear and tear
- Damage to tyres caused by braking, punctures, cuts, or bursts
- Damage to the **vehicle's** interior trim unless this arises from an incident which also requires bodywork or mechanical repair.

What's not covered?

X Motability Operations is not responsible for **vehicle** loss and damage if the **vehicle** is being used:

- By someone who's not a **driver**
- By someone who's disqualified from driving
- For a purpose that's not listed as covered on the **certificate of insurance**.

This does not impact **Motability Operations'** liability to the legal owner of an **alternative vehicle**.

You can find full details of what's not covered in the rest of this cover booklet.

Am I covered for business use?

The **certificate of insurance** will show if business use is covered.

What if non-standard equipment or adaptations and modifications are lost or damaged?

Motability Operations is not responsible for loss or damage to non-standard equipment or for **adaptations** and **modifications** – except where they have been fitted or made with **Motability Operations'** prior written approval and are designed to enable the disabled person to use the **vehicle**.

Can I use the vehicle abroad?

If you want to use the **vehicle** abroad, you can find full details of how the cover provided under this cover booklet applies overseas in Part 4 of this cover booklet.

You will need a VE103 form. It's also recommended that you take a European Accident Statement with you.

Are the electric vehicle's charging cables or home charger covered?

The charging cables and home charger are considered an **accessory** to the **vehicle**. This means that **Motability Operations** is responsible for loss and damage to charging cables as set out in Parts 2 and 4 of this cover booklet.

The **insurance benefits** also cover you for any accidents to others involving the charging cables when they are attached to the **vehicle** – for example, someone tripping over the cable – as long as you have taken due care to prevent such an accident. See Parts 3 and 4 of this cover booklet for more information.

Is the electric vehicle battery covered?

Motability Operations is responsible for any damage to the **vehicle** battery that arises as a result of an incident as set out in Parts 2 and 4 of this cover booklet.

Part 1: Definitions and making a claim

Section 1: Definitions

About the glossary

When we use these words or terms in the cover booklet, they have these specific meanings (unless we say differently).

Accessories Parts or products specifically designed to be fitted to the **scheme vehicle**.

This includes the **scheme vehicle**'s electric charging cables and the charger installed at your home if they are:

- › On the **scheme vehicle** or in it
- › In your locked private garage
- › Plugged into the **scheme vehicle**

Adaptations Items which are needed to allow the **vehicle** to be used by a disabled person, and which have been advised to **DLM** and accepted by **Motability Operations**.

Alternative vehicle A **vehicle** provided by or on behalf of **Motability Operations** to the **hirer**:

- › In temporary replacement of the **scheme vehicle** to provide continuous mobility under the **Motability Contract Hire Scheme**
- › In addition to the **scheme vehicle** as part of an initiative or pilot operated by **Motability Operations**.

Automated vehicle The **vehicle** where it is lawfully driving itself on roads or other public places in Great Britain. Please note that the **vehicle** must be identified on the Secretary of State's list of motor vehicles that may safely drive themselves. This identification may be by type, information recorded in a registration document or in some other way.

Certificate of insurance The document given to the **hirer** in respect of the **vehicle** which proves that insurance cover is in force with **DLM** as required by a **Road Traffic Act**. It shows who can drive the **vehicle** and the purposes that it can be used for.

Child car seat A portable seat for an infant or a small child that attaches to a **vehicle** seat and holds the child safely.

Claim A claim by the **hirer** in respect of **vehicle** loss and damage or the **insurance benefits**.

Claims service provider Either Carpenters Insurance Services Limited or DLG Legal Services Limited, who have been chosen by **DLM** to manage claims on its behalf under the **insurance benefits** set out in Section 4: Motor legal cover.

Contract hire agreement The agreement between **Motability Operations** and the **hirer** for the hire of the **scheme vehicle**.

Cover schedule The document which describes:

The **hirer**
The **vehicle**
Any **driver**
Any **special terms**.

Cyber event An unauthorised, malicious or criminal act that creates, or intends to create, an outcome that includes, but is not limited to:

- interruption to electronic communications,
- corruption, unauthorised access to, or theft of data,
- hacking or service denial.

DLM or Direct Line Motability U K Insurance Ltd, the insurance company that provides **Motability Operations** with the **policy**.

DLMS a department of **DLM** which provides a claims management service for and on behalf of **Motability Operations** and **DLM**.

DLM documentation The documentation given to the **hirer** in connection with the **policy** which is made up of:

- › The Statement of Fact
- › The **certificate of insurance**
- › The **cover schedule**
- › Parts 1, 3, 4 and 5 of this cover booklet.

Driver Anyone who is shown on the **certificate of insurance** as a permitted driver of the **vehicle** and who has the **hirer's** permission to drive the **vehicle**.

Excess or excesses An amount that the **hirer** is required to pay towards the costs of repair or replacement of the **vehicle**.

Hirer The person to whom the **vehicle** is provided by **Motability Operations** under the **Motability Contract Hire Scheme**.

In-car equipment Electronic information, communication or entertainment equipment. The equipment must be permanently fitted and supplied with the **vehicle** as standard by the manufacturer or dealer.

Insurance benefits The benefits that you are entitled to as a beneficiary under the **policy** as set out in Parts 3 and 4 of this cover booklet.

Insured person refers to:

- › The **hirer**
- › The **driver**
- › Any passenger who a **driver** allows into the **vehicle**

Anyone who is using but not driving the **vehicle** with the **hirer's** permission; and **Motability Operations**.

Key or Keys Physical key or device for smart access, provided with the **vehicle** by the manufacturer that allows access to and/or the ability to move the **vehicle**.

Medical emergency A sudden illness or worsening of illness or condition which necessitates immediate attention by a qualified doctor or admittance to a hospital as an in-patient or outpatient.

Modifications Any changes made to the **scheme vehicle** by or on behalf of the **hirer**.

Motability Contract Hire Scheme The scheme operated by **Motability Operations** for the lease of scheme vehicles to hirers.

Motability Operations Motability Operations Ltd, which is the company that operates the **Motability Contract Hire Scheme**.

Policy The single motor insurance policy provided by **DLM** to **Motability Operations** in respect of the **Motability Contract Hire Scheme**.

Road Traffic Act The Acts, laws and regulations that cover driving or using cars in:

- › Great Britain
- › Northern Ireland
- › The Channel Islands
- › The Isle of Man

And any applicable road traffic laws in the countries listed in Part 4 (General Conditions and Exclusions).

Scheme vehicle A motor **vehicle** listed and provided by **Motability Operations** to the **hirer** under the **Motability Contract Hire Scheme**.

Special terms Additional terms or conditions noted on the **cover schedule**.

Territorial Limits

- › Great Britain
- › Northern Ireland
- › The Channel Islands
- › The Isle of Man
- › Journeys between these places.

Terrorism An act of terrorism as defined by the terrorism legislation applicable where the incident took place.

Vehicle A **scheme vehicle** or an **alternative vehicle**.

Section 2: Making a claim

If you need to get in touch

These steps will help you and enable us to process your enquiry quickly.

In this Section 2 (Making a claim), when **we** use the terms “**we**”, “**our**” and “**us**”, unless **we** say differently, it should be read to mean **Motability Operations** where the **claim** relates to **vehicle** loss and damage and **DLM** where the **claim** relates to the **insurance benefits**.

DLMS administers the cover provided under this cover booklet for and on behalf **Motability Operations** and **DLM**. When you contact **us** to make a **claim**, **DLMS** will handle the matter on **our** behalf.

Claims under Section 4: Motor legal cover of the insurance benefits will be managed by a **claims service provider**.

Here are some important numbers you'll need if you have an accident

Need to make a claim?

0300 037 3737

Windscreen claims

0344 387 7639

Help with anything else

0300 037 3737

If your vehicle is immobile, please contact Motability Assist (RAC) UK on:

0800 73 111 73

(Lines are open 24 hours)

Store these numbers in your phone so you have them available if needed. Even if you don't need to make a **claim** for the **vehicle**, it's important to let **us** know about the accident as quickly as possible. This will enable **us** to contact any other party involved in the accident and resolve the entire **claim**, giving you the best service.

Online

You can also make and track a claim online, change who can drive the vehicle, or view and download copies of your insurance documentation by visiting: motability.co.uk/your-account

How it works

Please have the following information to hand when getting in touch with **us**:

- › Your personal details.
- › The policy number on your **cover schedule**
- › The **vehicle** registration number
- › A description of the loss or damage
- › If you've been in an accident, the other driver's details.

Other information you need to send to us

If you get any communication such as any notice or form from a court, any threat of legal action or similar, please contact **us** straight away. **We'll** deal with it or tell you what you need to do. You must also give **us** any other relevant information, documents or help **we** might need to process your **claim** and pay any charges for sending such information. If you're unsure if a document is relevant, please give it to **us** anyway.

Avoid increasing the amount claimed

You must not do, or refrain from doing, anything that would increase the amount of the **claim** without **our** written permission. For example, you must not admit liability to, or negotiate to settle with, any other driver that was involved in the accident.

Paying the excess

When making a **claim** for **vehicle** loss or damage, the **hirer** is required to pay an **excess**. You can find details of each **excess**, and the circumstances where it is payable, in the **cover schedule**. Each **driver** may have a different **excess**.

We won't charge an **excess** if you have been in an accident that **we** believe is not your fault and **we** can make a full recovery of our costs.

Sometimes the **hirer** may have to pay the **excess** while **we're** looking into the claim, but **we'll** refund it once it's proven you're not to blame and **we** can recover our costs.

Repairs to the vehicle

How repairs and replacements work

This provision explains how repairs to the **vehicle** will be undertaken where **Motability Operations** is responsible for the damage to the **vehicle**.

Motability Operations will repair the **vehicle** unless **Motability Operations** specifically agrees otherwise with you. Repairs will only be undertaken if it makes financial sense to do so. Repairs may use parts that haven't been made by the **vehicle's** manufacturer, but that are of a similar standard. This can include recycled parts.

Windscreen repairs

If you arrange windscreen repairs or replacement with **our** approved windscreen supplier, you don't need approval beforehand.

We may decide to replace the **Scheme vehicle's** glass with glass that hasn't been made by the **Scheme vehicle's** manufacturer but is of a similar standard.

The **vehicle's** glass will be replaced with glass that has been manufactured to Original Equipment Manufacturer (OEM) standards.

The **excess** amounts for windscreen repairs and replacement are shown on the **cover schedule**.

Adaptations and Modifications

Adaptations and **modifications** that form part of your **contract hire agreement** are covered under Part 2 of this cover booklet.

If any **adaptations** or **modifications** that fall under the terms of your **contract hire agreement** are damaged, **we** will:

- › Repair the damage (if repairs can be carried out for a reasonable cost)
- › Replace whatever is damaged if that's more cost-effective than repairing the damage.

Removing, delivering, and storing the vehicle

If a **claim** is made for **vehicle** loss and damage where **Motability Operations** is responsible and the **vehicle** can't be driven, **Motability Operations** will organise and pay for:

- › Recovery, protection and storage of the **vehicle**
- › The **vehicle** to be taken to the nearest repairer

Delivery of the **vehicle** to the address shown in the **cover schedule** after it's been repaired.

Part 2: Responsibility for vehicle loss and damage

This Part 2 of this cover booklet sets out Motability Operations' responsibilities for vehicle loss and damage. You, the hirer, will be responsible for vehicle loss and damage that is not Motability Operations' responsibility.

Section 1: Loss and damage

What Motability Operations is responsible for

Motability Operations is responsible for loss or damage arising within the **territorial limits** or the Republic of Ireland, to the **vehicle**, including the following:

- › The **vehicle's in-car equipment**
- › The **vehicle's** windscreen, windows, and glass sunroof
- › Adaptations and **modifications** that form part of your contract hire agreement
- › The **vehicle's keys**
- › The **vehicle's accessories**.

What Motability Operations is not responsible for

In addition to the exclusions set out in Part 4, **Motability Operations** is not responsible for:

- ✗ Loss or damage to the **vehicle** to the extent that it arises from a breach of the **contract hire agreement**.
- ✗ Loss or damage to the **vehicle** if the **insured person** using it doesn't take care to keep the **vehicle** secure. For example, if any **insured person** who uses the **vehicle**:
 - left the **keys** unattended in or on the **vehicle**
 - left the **vehicle** unattended and unlocked (this includes leaving windows, roof panels or a folding roof open or unlocked).
- ✗ Loss or damage to the trim and upholstery in the **vehicle**, unless this arises from an incident which requires bodywork repair and/or mechanical repair to the **vehicle**.
- ✗ Loss or damage caused by deception.
- ✗ Loss or damage to any personal property.
- ✗ Loss or damage caused by the use of alternative fuels unless such use has been agreed by **Motability Operations**.
- ✗ The amount of the **excesses** in the **cover schedule**.

You can find full details of what's not covered, and the **vehicle** loss and damage that **Motability Operations** is not responsible for, in 'Part 4: Exclusions – what you are not covered for' on page 25.

Excesses

In circumstances where **Motability Operations** is responsible for the **vehicle** loss and damage under this Part 2, the **hirer** is responsible for paying any **excess** that applies in accordance with the **cover schedule**.

An **excess** will not, however, be payable:

- › If you have been in an accident that **Motability Operations** believes is not your fault. Sometimes the **hirer** may have to pay the **excess** while **Motability Operations** looks into the **claim**, but **Motability Operations** will refund the **excess** to you once it has been proven that you were not to blame
- › Where the **vehicle** loss or damage occurred when the **vehicle** was in the care of a garage or similar motor trader, or a hotel or restaurant or similar organisation solely for the purpose of parking.

Motability Operations may change the **excess** that applies from time to time. **Motability Operations** will notify you of any change it makes to the **excess** in advance of the change taking effect.

What Motability Operations will do if you make a claim under Part 2

If **Motability Operations** is responsible for the loss or damage to the **vehicle**, **Motability Operations** will do the following:

Scheme vehicle

If the **scheme vehicle** (including its **in-car equipment, keys**, windscreen, windows and glass sunroof) is lost or damaged, **Motability Operations** will:

- › Repair or pay to repair the damage
- › Replace what is lost or damaged if that's more cost-effective.

If the **scheme vehicle** cannot be repaired for a reasonable cost, or if it is stolen and not recovered, the **contract hire agreement** in relation to the **scheme vehicle** will terminate.

Alternative vehicle

If any part of an **alternative vehicle** is lost or damaged **Motability Operations** will either repair the **alternative vehicle** or reimburse the legal owner of the **alternative vehicle** (or other person who made available the **alternative vehicle** to **Motability Operations**) for the loss or damage.

Misfuelling

If incorrect fuel is accidentally put into the **vehicle**, **Motability Operations** will be responsible for:

- › Draining the incorrect fuel and cleansing the fuel tank
- › Rectifying any subsequent damage inadvertently caused to the **vehicle** through it being driven or moved.
- ✗ **Motability Operations** shall not be liable for reimbursing the cost of the incorrect fuel or for damage caused by the driving of, or moving of, the **vehicle** by anyone having knowledge that the **vehicle** had been incorrectly fuelled.

Section 2: Use abroad

Travel abroad

Motability Operations' responsibility for loss and damage under Part 2 extends to whenever the **vehicle** is taken to a country outside the **territorial limits** and the Republic of Ireland, where the total length of any visit, or the total length of all visits, during any 12-month period is no more than 90 days, unless:

- › You have **Motability Operations** written permission to extend the duration of the visit, and
- › The **vehicle** is in a country listed in 'Part 4: Where you can drive' on page 22.

Customs Duty

If the **vehicle** is stolen or damaged abroad, **Motability Operations** will pay any customs duty for it to be stored or repaired as long as:

- › The loss or damage is **Motability Operations'** responsibility under Part 2, and
- › The **vehicle** is in a country listed in 'Part 4: Where you can drive' on page 22.

Part 3: Insurance benefits

This Part 3 sets out the insurance benefits you receive as a beneficiary under the policy – including what is, and is not, covered by the insurance benefits.

The way the insurance benefits work does not affect your statutory rights under the Road Traffic Act 1988.

Section 1: Liability

(1) Liability to other people (third parties)

The **insurance benefits** cover you up to the limits shown in the **cover schedule**.

If you cause an accident

The **insurance benefits** cover you if you're found to be legally responsible to other people for an accident involving the **vehicle** that:

- › Injures or kills someone, and/or
- › Damages someone else's property.

This includes accidents caused by:

- › A trailer or vehicle you're towing
- › Any electric charging cables when attached to the **vehicle** as long as you have taken due care to prevent such accident occurring.

If someone needs emergency medical treatment

The **insurance benefits** cover emergency medical treatment if it's **DLM's** responsibility under a **Road Traffic Act**.

If you have to go to court

If legal liabilities arise from the use of the **vehicle**, **DLM** may pay for reasonable legal costs or expenses to defend or represent you or any **driver**:

- › At a coroner's inquest or fatal accident inquiry
- › In criminal proceedings to do with the accident.

It's up to **DLM** whether or not to cover such costs and expenses. If **DLM** does, all legal costs and expenses must be agreed beforehand in writing by **DLM**. If **DLM** agrees to pay these legal costs or expenses, you will be informed how much **DLM** is willing to cover.

If you're deemed at fault for an incident and the other party has solicitors involved in bringing a **claim** against the **driver**, **DLM** may need to pay the other party's costs as part of the **claim**.

Part 3: Insurance benefits continued

Cover for other people

The **insurance benefits** also cover any of the following people for their liability to others:

- › Anyone insured to drive the **vehicle** if they have the **hirer's** permission
- › Anyone that the **hirer** allows to use, but not drive, the **vehicle**
- › Anyone getting into or out of the **vehicle**
- › The legal representative of anyone covered if that person dies.

Cover abroad

The **insurance benefits** provide the minimum cover required by law to allow the **vehicle** to be used in any of the following countries:

- › Any country which is a member of the European Union
- › Any other country which:
 - agrees to meet European Commission Directives on motor insurance, and
 - satisfies the European Commission that it has made arrangements to meet the requirements of those Directives.

See also 'Part 4: Where you can drive' on Page 22.

Payments made outside the terms of the DLM documentation

If **DLM** has to make a payment that isn't covered by the **DLM documentation** because it is a requirement under any country's laws, **DLM** has the right under the **policy** to ask **Motability Operations**, or the person who is legally responsible, to reimburse it for that payment. This includes any amount that **DLM** has to pay because you don't provide accurate and complete information. You must pay to **Motability Operations** any such amount upon request.

What is not covered

In addition to the exclusions set out in Section 4 of Part 4, the **insurance benefits** do not cover any of the following:

- ✗ Loss of or damage to the **vehicle** or any other property which is owned by or in the care of anyone making a **claim** under this Section 1.
- ✗ Legal liability for death of, or physical injury to, anyone as a result of their job, except as required under a **Road Traffic Act**.
- ✗ The legal liability of anyone who is not driving but who is claiming cover if they know that the **driver** does not have a valid licence to drive the **vehicle**.
- ✗ The legal liability of anyone except for the **hirer** if they are entitled to cover under any other insurance policy.
- ✗ Legal liability, except as required under a **Road Traffic Act**, as a result of using any **vehicle** on any part of an airport or airfield provided for aircraft movement, parking, or maintenance.
- ✗ Any consequence of an act of **terrorism**.

You can find full details of what's not covered in 'Part 4: Exclusions – what you are not covered for' on page 25.

(2) Liability for automated vehicles in Great Britain

The **insurance benefits** in this sub-section will only apply to **automated vehicles**. If the **vehicle** isn't identified on the list, the cover under the **insurance benefits** in this sub-section won't apply.

Words with a specific meaning

Unless **DLM** determines otherwise, in this sub-section the term **insured person**, shall mean the **hirer** and anyone else shown in the **certificate of insurance** as insured to drive the **automated vehicle** with your permission.

Where am I covered?

DLM will only provide the **insurance benefits** in this sub-section in Great Britain, which is:

- › England
- › Scotland
- › Wales.

This is because this sub-section has been written to comply with the laws of Great Britain.

If the **automated vehicle** is involved in an accident when it is lawfully driving itself outside Great Britain (including when it is lawfully driving itself in Northern Ireland, the Channel Islands, or the Isle of Man), the rest of this cover booklet will apply.

What DLM will do

DLM will provide the **insurance benefits** if the **automated vehicle** is lawfully driving itself on a road or other public place in Great Britain and:

- › Injures or kills any person (including the person in charge of the **automated vehicle**), and/or
- › Damages property.

As long as you look after the vehicle's software

You must keep the software of the **automated vehicle** up to date and you must not modify it other than in accordance with any manufacturer's instruction.

What you're not covered for under this sub-section

- ✗ The **insurance benefits** won't cover any loss, damage, or injury:
 - that takes place outside of Great Britain.
 - caused by the **automated vehicle** driving itself at any time or place that the use of automated functions is unlawful.
 - to the extent that an accident was caused or contributed to by any party suffering loss, damage, or injury.
 - to an **insured person** if the accident is caused by a failure to install safety critical updates to the **automated vehicle** or its software has been altered without the approval of the manufacturer. In these circumstances, **DLM** may also require an **insured person** to repay any amounts that **DLM** is required by law to pay.
 - to the person in charge of the **automated vehicle** where the accident was wholly due to that person's negligence in allowing the **automated vehicle** to begin driving itself when it was not appropriate to do so.
 - to property which an **insured person** owns or is responsible for that's covered by another insurance policy.
 - that's due to an act of **terrorism**.
 - to the **automated vehicle** or trailer.
 - to goods carried for hire or reward.
- ✗ The **insurance benefits** won't cover legal costs or expenses.

You may be covered for some of these exclusions under other sections of this cover booklet – please check the cover booklet carefully.

Section 2: Child seats

What is covered

If you have a **child car seat** fitted to the **vehicle** and the **vehicle**:

- › is damaged by fire or theft, or stolen and not recovered
- › is involved in an accident,

DLM will, as part of the **insurance benefits**, arrange a replacement, or cover you for the cost of replacing the **child car seat** with a new one of a similar standard, even if there is no apparent damage. You may be required to provide proof of ownership as part of the **claim**.

Section 3: Personal benefits

Personal accident

What is covered

As part of the **insurance benefits**, **DLM** will pay up to the amount shown as “Personal Accident” in the **cover schedule** if an **insured person** is accidentally injured within the **territorial limits** or the Republic of Ireland:

- › In the **vehicle**
- › While getting into or out of the **vehicle**, but only if the injury is directly connected with the **vehicle** and is the only cause within three months of:
 - death
 - permanent loss of sight in one or both eyes
 - loss of one or more limbs at or above the wrist or ankle
 - permanent loss of use of one or more limbs.

If there's a **claim** for more than one **insured person**, the benefit amount is the maximum **DLM** will pay in total.

DLM will only pay the benefit once per incident.

What is not covered

The **insurance benefits** do not cover the following:

- ✗ Death or injury caused in part or in full by the failure of the **insured person** to wear a seatbelt where this was required by law.
- ✗ Death or injury caused by suicide or attempted suicide, by the **insured person**.
- ✗ Claims where anyone looking to receive the insurance benefit relating to the **claim** is convicted in connection with the accident of a drink-driving offence or of driving under the influence of drugs.
- ✗ If the **driver** of the **vehicle** dies and is found to have a higher level of alcohol or drugs in the blood than is allowed by law.

Section 4: Motor legal cover

As part of the insurance benefits, DLM will cover you for your Costs if you need to take legal action or defend yourself in court. This cover will, however, only be provided to you if the claim has a reasonable chance of succeeding for the duration of the claim.

Claims under this Section 4 of the insurance benefits are managed by a **claims service provider**.

Definitions

In addition to the main definitions set out in Part 1 of this cover booklet, the words listed below have the following meanings and apply to this Section 4 of Part 3 of this cover booklet only.

Appointed representative The **preferred law firm**, solicitor, or other suitably qualified person that **DLM** appoints to represent you under this Section 4.

Costs Legal costs, including:

- › All reasonable, necessary and proportionate legal fees, expenses and other fees charged by the **appointed representative** and agreed by **DLM**. **DLM** will assess legal fees, expenses and other fees on the standard basis, or in line with any fixed recoverable costs scheme that applies
- › Any fees that your opponent incurs that you're ordered to pay by a **court**
- › Any other fees **DLM** agrees to in writing.

Court A court, tribunal or other suitable authority.

Date of incident

- › For road traffic accidents – the date the accident happened.
- › For motoring offences – the date the alleged offence took place.

Preferred law firm The law firm **DLM** chooses to provide legal services. **DLM** chooses these legal specialists as they have the expertise to deal with your **claim** and comply with **DLM's** agreed service standards.

Reasonable chance of succeeding

For road traffic accident claims When **DLM** and the **appointed representative** agree that there is a higher than 50% chance that you'll get a favourable judgment and do either of the following:

- › Recover your losses or damages
- › Get any other legal remedy **DLM** agrees to – for example, an enforcement of judgment, a successful appeal, or a successful defence of an appeal.

For motoring offence claims When **DLM** and the **appointed representative** agree that there's a higher than 50% chance that you can achieve any of the following:

- › Reduce your sentence or fine
- › Make a successful appeal
- › Make a successful defence of an appeal.

Terms of appointment A separate contract **DLM** makes with the **appointed representative** if they're not a **preferred law firm**. It sets out:

- › The amounts **DLM** will pay the **appointed representative**.
- › Their responsibilities to report to **DLM**.

Who's covered?

The **insurance benefits** cover you if you are:

- › The **hirer** of the **vehicle**
- › The **driver** of the **vehicle**
- › A passenger who a **driver** allows into the **vehicle**
- › Anyone who is using but not driving the **vehicle** with the **hirer's** permission
- › **Motability Operations.**

What is covered

If you're prosecuted for a motoring offence

As part of the **insurance benefits**, **DLM** will cover you for the **costs** to defend you in a criminal **court** within the **territorial limits** if you're prosecuted for a motor offence while using the **vehicle** in relation to a road traffic accident which also gives rise to losses under this cover booklet; or if you have pleaded guilty to an insured motoring offence while using the **vehicle** in relation to a road traffic accident which also gives rise to losses covered in this cover booklet, **DLM** will cover you, for the **costs** to represent you if the conviction may result in you being disqualified or suspended from driving.

If you're in a road traffic accident

As part of the **insurance benefits**,

DLM will cover you if you're in a road traffic accident with a moving **vehicle**, as defined by a **Road Traffic Act**, where someone else is to blame. The road traffic accident must have happened within the **territorial limits**; and

DLM will pay the **costs** to help you **claim** your uninsured losses from the person who was to blame for the accident.

Where the person claiming under this section is:

- › the **driver** driving the **vehicle** at the time of the road traffic accident, the **insurance benefits** will only cover you if someone outside of the **vehicle** is more than 50% to blame.
- › a passenger in the **vehicle**, the **insurance benefits** will cover you irrespective of who is to blame for the accident.

Examples of the uninsured losses you may try to **claim** for include:

- › Compensation for your death or bodily injury
- › Damage to any belongings in the **vehicle** that you're legally responsible for
- › Any other financial losses that happened as a direct result of the accident.

How much cover is provided?

The most that will be payable by **DLM** for all **claims** – including any appeal or counterclaim to do with the same incident – as part of the **insurance benefits** is £100,000 of **costs** (including VAT).

What is not covered

The **insurance benefits** do not cover any of the following:

- ✘ Legal claims for any loss or damage that's covered elsewhere in this cover booklet or any other insurance policy.
- ✘ Any shortfall between your total **costs** and the **costs** recoverable from another party, or that would reasonably be expected to be recoverable, pursuant to the Civil Procedure Rules (or its Scottish or Northern Irish legal equivalent).
- ✘ Claims that are to do with an incident that happened before you became entitled to the **insurance benefits** under this cover booklet.
- ✘ Any **costs** that **DLM** has not agreed to, or any **costs** that relate to the period before your **claim** is accepted by **DLM**.
- ✘ Any **costs** incurred by you or the **appointed representative** in providing **DLM** with any information or documentation with respect to the **insurance benefits**.
- ✘ Fines, penalties, compensation or damages you're ordered to pay by a **court**.
- ✘ Any dispute with **Motability Operations, DLM** or the **claims service provider**. However, if you have a complaint, please see the 'If you have a complaint' Section on page 30 for more information.
- ✘ Any appeal or enforcement action, unless cover was provided to you by **DLM** for the original **claim**.
- ✘ Legal claims for psychological injuries or mental illness, unless they were caused by something covered in this cover booklet that also caused you physical injury.
- ✘ Action against another person named in the **cover schedule** if that person was to blame for the accident.

- ✘ If you're prosecuted for a motoring offence, the **insurance benefits** do not cover any of the following:
 - Offences to do with:
 - Drink or drugs
 - Driving licences or vehicle documentation
 - Prosecution if you're already covered under Liability to other people – see 'Section 1: Liability' on page 13.

Reporting your claim

As soon as you are aware of a **claim**, you must contact **DLMS** to report the circumstances. You must also provide **DLMS** with any information **DLMS** asks for and instruct your **appointed representative** to assist in this regard.

Accepting your claim

In order for you to be eligible for the **insurance benefits** set out in this Section 4, **DLM** must accept that you have a valid **claim**. Your **claim** will only be accepted if:

- › The incident happened within the **territorial limits**
- › You were covered on the **date of incident**
- › The legal proceedings will happen in a **court** within the **territorial limits**.

Following the terms of this cover booklet

In order for you to be eligible for the **insurance benefits** set out in this Section 4, you must do all of the following:

- › Comply with all of the terms set out in this cover booklet
- › Take all reasonable precautions to minimise the cost of claims
- › Take all reasonable precautions to prevent a **claim** from happening.

Part 3: Insurance benefits continued

If you haven't followed any of the terms set out in this cover booklet, and this prejudices **DLM's** position, then:

- › Your **claim** may be refused or cover under this section 4 withdrawn
- › **DLM** may refuse to cover your **costs** – even if **DLM** has previously agreed to cover them
- › **DLM** has the right under the **policy** to ask **Motability Operations** to reimburse **DLM** for any **costs** it has already paid to you. You must pay to **Motability Operations** any such amount upon request.

Choosing who represents you

Where the **insurance benefits** set out in this Section 4 cover you for **costs**, you can choose an **appointed representative** to look after your interests. This will include looking after your interests in any inquiry or other proceedings, or if there's any conflict of interest. Your **appointed representative** can be:

- › From a **preferred law firm** that **DLM** suggests
- › Your own choice of **appointed representative**.

If you choose an **appointed representative** who isn't from a **preferred law firm**, they must agree to **DLM's terms of appointment**. **DLM** will only cover your **appointed representative's costs** from the date they agree to **DLM's terms of appointment**. You'll have a separate contract with your **appointed representative**. If they charge any **costs** that **DLM** doesn't agree, you'll be responsible for paying these.

Co-operating with us and your appointed representative

DLM may contact your **appointed representative** at any time, and they must co-operate with **DLM**.

You must:

- › Co-operate with **DLM** and your **appointed representative**
- › Get **DLM's** agreement before instructing a barrister or an expert witness

- › Keep **DLM** and your **appointed representative** up to date with any developments to do with the **claim**
- › As soon as possible, give **DLM** and your **appointed representative** any information, evidence and documents that you have or know about
- › Tell your **appointed representative** to give **DLM** any documents, information or advice that they have or know about, if **DLM** asks.

You must not:

- › Take any action that hasn't been agreed by **DLM** or your **appointed representative**.

If your appointed representative refuses to continue acting, or if you dismiss them

If either of the following happens, the **insurance benefits** will not cover you and cover for your **costs** will end immediately, unless **DLM** agrees to a different **appointed representative**:

- › Your **appointed representative** stops acting for you with good reason – for example, you behave dishonestly while dealing with your **claim**
- › You dismiss your **appointed representative** without good reason – for example, you disagree with their legal advice.

Checking whether your claim has a reasonable chance of succeeding

Before proceeding, and in order to be eligible for the **insurance benefits** in this Section 4 and receive cover for **costs**, **DLM** must agree with your **appointed representative** that your **claim** has a **reasonable chance of succeeding**. You will only be entitled to this cover for so long as **DLM** and your **appointed representative** agree your **claim** has a **reasonable chance of succeeding** for the duration of the **claim**. This can change during your **claim**.

Sometimes the **costs** of a legal action may be too much in relation to the value of your claim. This relates to a legal test that is referred to as 'proportionality'. In these cases, we may not provide further cover for your claim. When looking at how much your claim will cost to take legal action versus the potential benefit to be gained in pursuing your claim, we consider things like:

- › The difficulty of the case. Cases which are more difficult usually have greater legal **costs** attached to them.
- › The potential total value of the case. This includes the amount of damages you may be able to recover from the other party.
- › The non-financial value of the case. Sometimes your claim will have a benefit to you which is difficult to value in financial terms but is still worth pursuing. For these claims your **appointed representative** will take the benefit to you into account when calculating the total value of your claim.
- › If it would be reasonable to spend more in pursuing a claim than the benefit you would get in doing so.

If there are conflicting opinions about whether your **claim** is likely to succeed, **DLM** will ask you to get an expert opinion from a barrister. **DLM** will agree which barrister with you. If the barrister agrees with you, you won't need to pay for their advice. If they don't agree with you, you'll have to pay the **costs** for their advice.

Offers to settle your claim

You must tell **DLM** if anyone:

- › Offers to settle your **claim**
- › Makes a payment into **court**.

If you refuse to accept an offer or payment that **DLM** or your **appointed representative** think you should accept, **DLM** can refuse to cover any further **costs**.

Approval to settle or end your claim

Unless **DLM** agrees, you must not:

- › Stop, settle, negotiate or withdraw your **claim**
- › Dismiss your **appointed representative**.

DLM will expect any settlement to include provision for payment of your **costs** unless **DLM** agrees otherwise. **DLM** will not withhold its agreement to take these actions without good reason.

When we might choose to settle your claim

DLM can settle your **claim** outside of **court** if **DLM** thinks it makes financial sense to do this. If this happens, the **insurance benefits** will cover you for:

- › The amount you're likely to be awarded by a **court**.
- › The equivalent financial value, if your **claim** is not for damages.

Checking costs

DLM have the right to have **costs**:

- › Certified by an appropriate professional body
- › Checked by an auditor – for example, a costs lawyer – that **DLM** chooses
- › Assessed by a **court**.

Recovering costs

If your **costs** can be recovered from somewhere else, you must tell your **appointed representative** to do this. If **DLM** has paid **costs** that you then recover, you must pay the money back to **DLM**.

Part 4: General conditions and exclusions

This Part 4 sets out details of where you can drive together with the conditions and exclusions that apply to both Parts 2 and 3 of this cover booklet.

In this Part 4, when **we** use the terms “**we**”, “**our**” and “**us**”, unless **we** say differently, it should be read to mean **Motability Operations** where the **claim** relates to **vehicle** loss and damage and **DLM** where the **claim** relates to the **insurance benefits**.

Section 1: Where you can drive

The area where the terms and conditions of this cover booklet apply (the territorial limits)

The cover in this cover booklet is provided within the **territorial limits**.

It also covers journeys between these places.

Please note: ‘Liability for automated vehicles in Great Britain’ cover only applies in Great Britain, which is:

- > England
- > Scotland
- > Wales.

Please see ‘Part 3, section 1(2): Liability for automated vehicles in Great Britain’ on page 15 for more details.

If you drive in the Republic of Ireland

If you use the **vehicle** in the Republic of Ireland, Parts 2 and 3 provide the same cover as you have within the **territorial limits**, but your Motor Legal Cover only applies to claims under the heading ‘If you’re in a road traffic accident’, not to any other claims in the Republic of Ireland.

Vehicle cover in the rest of Europe

The cover provided under Parts 2 and 3 is extended to provide cover whenever the **vehicle** is driven outside of the **territorial limits** and the Republic of Ireland and being driven in the countries listed in the ‘Countries included’ section on this page, provided that the total length of any visit, or the total length of all visits during any 12-month period, is no more than 90 days, unless you have **Motability Operations’** written permission to extend the duration of the visit.

Vehicle insurance cover in the rest of Europe

The cover provided in the rest of Europe will also cover:

- › Crossings between countries where the **vehicle** is being transported by a recognised carrier
- › Any customs duty you need to pay on the **vehicle** because of repairs that are covered under Part 2.

Vehicle cover that is not provided in the rest of Europe

Motor legal cover doesn't apply in the rest of Europe.

Countries where you have minimum cover

Where you have exceeded the 90 days of cover during any 12-month period, and not obtained **Motability Operations'** written permission to extend the cover, the **DLM documentation** only provides the minimum insurance required by law for the countries listed below:

- › Any country which is a member of the European Union
- › Any country listed below that the Commission of the European Community approves as meeting the requirements of Article 8 of EC Directive 2009/103/EC on Insurance of Civil Liabilities arising from using cars. This list may change.

Countries included

Andorra, Austria, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Montenegro, Netherlands, Norway, Poland, Portugal, Romania, Serbia, Slovakia, Slovenia, Spain, Sweden and Switzerland.

Contact us on **0300 037 3737** if a country you are looking to travel to isn't included on this list.

Section 2: Other conditions and exclusions you need to know about

This Section 2 sets out the conditions and exclusions that apply to Parts 2 and 3 of this cover booklet.

It also sets out details of the information that you must share with us and keep up to date.

DLMS administers the cover provided under this cover booklet for and on behalf **Motability Operations** and **DLM**. When you contact **us** to make a **claim**, **DLMS** will handle the matter on **our** behalf.

As a result, a number of the conditions refer to **DLMS**, who will deal with the relevant matter on **our** behalf and will share the information you give to **DLMS** with **us**, as appropriate.

Your rights

Only **Motability Operations** has contractual rights under the **policy** to enforce the **insurance benefits**. You do not have any contractual rights to enforce the **insurance benefits** against **DLM**, who is the insurer under the **policy**. Instead, you may rely on **Motability Operations** to do this on your behalf, to the extent it reasonably can. This does not affect your statutory rights.

Reporting a claim

- › The **hirer** or **insured person** must tell **DLMS** immediately about any incident or legal proceedings which may lead to a **claim** and must co-operate with any investigation that may arise out of the incident.
- › If there has been a theft, attempted theft or taking without consent, the **hirer** must also tell the police immediately and obtain a crime reference number which relates to that theft, attempted theft or taking without consent.

Other information you need to send us

If you get any communication such as any notice or form from a court, any threat of legal action or similar, please contact **DLMS** straight away. **DLMS** will deal with it or tell you what you need to do. You must also give **us** any other relevant information, documents or help needed to process your **claim** and pay any charges for sending such information. If you're unsure if a document is relevant, please give it to **DLMS** anyway.

Avoid increasing the amount claimed

You must not do, or refrain from doing, anything that would increase the amount of the **claim** without **our** written permission. For example, admit liability for, or negotiate to settle, any **claim**.

Assessing the claim

The **hirer** must give **us** whatever help and information **we** ask for and must not admit or deny a **claim** or negotiate or promise to pay a **claim** without **our** written permission. **We** will not refuse permission without a good reason.

Fraudulent applications or requests for changes

Cover will not be provided, any **claim** you make may not be paid and **Motability Operations** may terminate the **contract hire agreement**, if any part of your application or any further changes requested are materially misleading or false. For example, this could include:

- ✗ not telling **us** about motoring convictions, licence endorsements or fixed penalty notices
- ✗ not telling **us** about previous accidents or losses, even if a **claim** was not made
- ✗ not telling **us** about **adaptations** or **modifications** to the **vehicle**.
- ✗ knowingly giving any false information to **us**.

This is not a full list.

Fraudulent or exaggerated claims

If an **insured person** knowingly:

- › makes a false **claim**
- › exaggerates the amount of a **claim**
- › provides **us** with false or misleading declarations or statements to support a **claim**,

the **claim** will not be paid and **Motability Operations** may terminate the **contract hire agreement**.

Changes in circumstances

The **hirer** or **driver** must tell **DLM** immediately if:

- › they want to change who can drive the **vehicle**
- › the **hirer** or a **driver** intends to use the **vehicle** for a use not shown in the **certificate of insurance**
- › the **hirer** or a **driver** has been advised by a medical practitioner not to drive
- › the **hirer** or a **driver** has had their driving licence revoked or withdrawn by the DVLA.

This information is required for the **hirer's certificate of insurance** to enable the **hirer** or any named **driver** to legally drive the **vehicle**.

The **hirer** or **driver** must tell **DLM** within 30 days if other circumstances change, for example, if:

- › the **hirer** or any **driver** has been convicted of any motoring offence, or received a licence endorsement or fixed penalty notice
- › the **hirer** or any **driver** has been involved in any accidents, losses, or thefts, regardless of whether a **claim** was made
- › the **hirer** or a **driver** changes address
- › any **adaptations** or **modifications** are made to the **vehicle**.

This is not a full list.

The **hirer** or any **driver** must tell **DLM** if any of the information in the **DLM documentation** becomes incorrect following a change in circumstances.

If the **hirer** or any **driver** fails to tell **DLM** of any changes and these would have affected their eligibility for cover provided under this cover booklet:

- › any **claim** may not be paid
- › the **hirer** or any **driver** may be held liable for any payments which have already been made.

Looking after the vehicle and taking reasonable precautions

The **hirer** and any **driver** must do everything reasonable to prevent loss or damage, keep the **vehicle** in good condition and take reasonable precautions to prevent accidents.

The **hirer** will be responsible for loss or damage to the **vehicle** which is not the responsibility of **Motability Operations** under this cover booklet.

Motability Operations and **DLM** must be able to inspect the **vehicle** at all reasonable times.

Other insurance

If a **claim** relating to the **insurance benefits** is also covered by other insurance, **DLM** will only pay its share of the **claim**.

Taking over rights

If the **insured person** makes a **claim**, they must be prepared to take any steps **we** may ask them to take to protect their rights.

When we can act on your behalf

Following a **claim**, **we** are entitled to do either of the following:

- › Take over and carry out the negotiation, defence, or settlement of any **claim** in your name, or in the name of any other person covered by the **insurance benefits** and/or the **contract hire agreement**
- › Start legal proceedings in your name, or in the name of any other person connected to the **contract hire agreement** and/or **insurance benefits**. This can be for your benefit or **our** own benefit.

Cover for car sharing

A **hirer** or **driver** may accept payment from passengers in the **vehicle** as part of a car sharing agreement, as long as:

- › the **vehicle** is not designed to carry more than eight passengers and a **driver**
- › passengers are not being carried as part of a business of carrying passengers
- › the **hirer** or **driver** does not make a profit from the total payments received for the journey.

Section 3: Exclusions – what you are not covered for

This Section 3 sets out the things that you are not covered for under this cover booklet.

Where any of the exclusions apply:

- **Motability Operations is not responsible for vehicle loss and damage;**
- **the insurance benefits do not cover you.**

Use of the vehicle

x **We** won't cover any loss, damage, liability, or injury that happens while the **vehicle** is being:

- used for a purpose that isn't shown as allowed on the **certificate of insurance**
- driven by anyone who isn't a **driver**, or who is listed as excluded, as a **driver** on the **certificate of insurance**
- driven by someone who doesn't have a valid driving licence
- driven by someone who is disqualified from holding or obtaining a driving licence
- driven by someone who is breaking the conditions of their driving licence
- driven by or is in the custody or control of someone who has not notified the DVLA of a health condition which they are legally required to tell them about

This exception doesn't apply to any loss or damage to the **vehicle** if it:

- is being repaired by a mechanic at the roadside
- is with a member of the motor trade for maintenance or repair
- has been stolen and you've reported this theft to the police and can provide the crime reference number
- is being parked by an employee of a hotel, restaurant, or **vehicle** parking service
- is necessarily being used or driven as a result of a **medical emergency** affecting the **hirer**
- is necessarily being used or driven as a result of a failure of an **adaptation** or **modification** which renders the **vehicle** undriveable by the **hirer** providing the person holds a valid driving licence to drive the **vehicle**.

Unauthorised taking

- X We** won't cover any loss or damage resulting from the **vehicle** or **keys** being taken without the permission of the **hirer** by:
- a member of the family of the **hirer** or any named **driver**
 - anyone in a relationship with the **hirer** or any named **driver**,
 - anyone living or staying at your home address,
- unless you've reported it to the police and you have obtained and provided **DLMS** with a crime reference number for the purposes of a criminal prosecution, and support for such prosecution is not subsequently withdrawn.

Wear and tear

- X We** won't cover any loss or damage caused by general wear and tear or depreciation.

Improvement

- X We** won't cover any repair or replacement that improves the **vehicle** beyond its condition before the loss or damage took place.

Vehicle failure

- X We** won't cover any failure caused by a mechanical, electrical or computer problem.

Cherished registration plates

- X We** won't cover:
- the value of the cherished registration plates
 - any costs for keeping the cherished registration plate on retention if the **vehicle** is written off after a **claim**
 - any loss of use of the cherished registration plate, if the **vehicle** is written off but you failed to keep the number plate on retention in time.

Tyres

- X We** won't cover any damage to tyres caused by braking, punctures, cuts, or bursts.

Deliberate damage

- X We** won't cover any loss, damage, liability, or injury caused directly or indirectly by a deliberate act by any **insured person**.

Loss of use

- X We** won't cover any indirect losses suffered because of an incident unless stated otherwise elsewhere in this cover booklet. For example, you are not covered for:
- losing the use of the **vehicle**
 - travel costs
 - loss of earnings.

Towing

- X We** won't cover for any loss or damage to any trailer or vehicle that the **vehicle** is towing, or any contents of a trailer or vehicle on tow.

If the vehicle is removed or seized by an authority

- X We** won't cover for any loss or damage caused by a government agency or other authority that legally takes, keeps or destroys the **vehicle**.
- X** If you're driving or using another vehicle and it's taken by, or on behalf of, any government or other authority, you are not covered in connection with the release of that vehicle.

Contracts

- X We** won't cover any liability under any separate agreement or contract you've made unless you'd have been responsible even if that agreement or contract didn't exist.

Radioactivity

- X We** won't cover any loss or damage to property, any direct or indirect loss, or any expense, or any liability caused, or contributed to, by:
- ionising radiation or radioactive contamination from nuclear fuel or waste
 - radioactive, toxic, explosive, or other dangerous properties of nuclear equipment or its nuclear parts.

Pollution

- X We** won't cover any loss, damage, liability, or injury caused by identifiable pollution or contamination, unless it's come from a sudden and unexpected accident.

War

X We won't cover any injury, loss, damage or liability caused by war, invasion, revolution, military or usurped power or arising from Government Action or a similar event except as is strictly required under the **Road Traffic Act**.

Government Action means any martial law, confiscation, nationalisation, requisition or destruction or damage of property by or under the order of any government or public or local authority or any action taken in controlling, preventing, suppressing or in any way relating to war.

Riot

X We won't cover any loss or damage to the **vehicle** or your property caused by riot or civil commotion outside Great Britain, the Isle of Man or the Channel Islands.

Use on airfields

X We won't cover any loss, damage, liability, or injury caused by using the **vehicle** in any area where aircraft normally operate, such as any area where aircraft take off, land and/or park.

Speed assessment equipment

X We won't cover any loss or damage to a speed assessment detection device.

Use on Nürburgring Nordschleife

X We won't cover any loss, damage, liability, or injury that happens when the **vehicle** is being used or driven on the Nürburgring Nordschleife in Germany, unless strictly required by German road traffic laws.

Rallies, competitions, trials and track use

X We won't cover any **claim** if the **vehicle** is used:

- in a rally
- in a competition
- in a motor trial
- on a racetrack
- on a circuit
- on a prepared course.

This exclusion does not apply to events organised to encourage road safety or to treasure hunts where the event is organised for the benefit of the Motability Foundation.

Pressure waves

X We won't cover any damage caused by pressure waves from an aircraft or other flying object travelling at or beyond the speed of sound.

Drink or drug related driving offences

X Save to the extent required under a **Road Traffic Act**, **we** won't cover any loss, damage or liability arising from an incident if, as the result of the incident, an **insured person** is convicted of any drink or drug related driving offence which includes failing to provide a specimen for analysis when required by law. **We** reserve the right to recover from the **insured person** any amounts which they are obliged to pay under a **Road Traffic Act**.

Automated vehicles

- X We** won't cover any loss, damage or injury caused by the **automated vehicle** driving itself at any time or place that the use of automated functions is unlawful.
- X** Unless **we're** required to do so under the law of the country in which the accident occurs, **we** won't cover any loss, damage, or injury:
- to the person in charge of the **automated vehicle** where the accident was wholly due to that person's negligence in allowing the **automated vehicle** to begin driving itself when it was not appropriate to do so.
 - to an **insured person** if the accident is caused by a failure to install safety critical updates to the **automated vehicle** or its software has been altered without the approval of the manufacturer. **We** may also require an **insured person** to repay **us** any amounts that **we** are required by law to pay.

Cyber

- X We** don't cover any loss, damage, legal liability, cost or expense caused by:
- loss, partial loss or corruption of any electronic data
 - repair, replacement or restoration of any electronic data
 - a ransom to gain access to the **vehicle** or its features
 - A **cyber event**
- except when required by the **Road Traffic Act**.

Part 5: Everything else

In this Part 5, when we use the terms “we”, “our” and “us”, unless we say differently, it should be read to mean **Motability Operations** where the claim relates to vehicle loss and damage and **DLM** where the claim relates to the insurance benefits.

Section 1: Our contract

DLMS' aim is to always be fair and reasonable and to act quickly whenever you need to make a **claim** under Parts 2 and/or 3 of this cover booklet. If you feel **DLMS** has not met this, **DLMS** will try to do everything possible to deal with your complaint quickly and fairly.

This cover booklet is evidence of the **policy** between **Motability Operations** and **DLM** and is based on information you've given to **DLMS**.

The laws that apply to this contract

English law will apply to this cover booklet. However, if you are resident in Jersey, Guernsey, Alderney or the Isle of Man, the law of the island where you are resident will always apply to your cover booklet and any dispute in relation to it will be within the jurisdiction of that island's relevant court.

We've supplied this cover booklet and other information to you in English and **we** will continue to communicate with you in English.

DLM's regulator

U K Insurance Limited (**DLM**) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 202810. The Financial Conduct Authority website, which includes a register of all regulated firms, can be visited at **www.fca.org.uk**, or the Financial Conduct Authority can be contacted on **0800 111 6768**.

Financial Services Compensation Scheme

General insurance claims are covered by the Financial Services Compensation Scheme. Full details of the cover available can be found at **www.fscs.org.uk**. **DLM** is a member of this scheme.

Your Personal Information

Your privacy is important to **DLM** and **DLM** is committed to keeping it protected. **DLM's** privacy notice details how **DLM** collect, use, share, and protect your personal information. It can be found by going to **DLM's** website: u-k-insurance.co.uk/directline-motability.html
If you would like a physical, braille or large print copy of the full notice, please call **DLM**.

The Motor Insurance Database

Information relating to your **DLM documentation** will be added to the Motor Insurance Database (**MID**) managed by the Motor Insurance Bureau (**MIB**). The **MID** and the data stored on it may be used by certain statutory and/or authorised bodies including the police, the Driver and Vehicle Licensing Agency in Great Britain (**DVLA**), the Driver & Vehicle Agency of Northern Ireland (**DVANI**), the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

- › Electronic Licensing (Tax Discs)
- › Continuous insurance enforcement
- › Law enforcement (prevention, detection, apprehension and/or prosecution of offenders)
- › The provision of government services and/or other services aimed at reducing the level and incidence of uninsured driving.

If you are involved in a road traffic accident (either in the UK, the EEA, or certain other territories), insurers and/or the MIB may search the **MID** to obtain relevant information. Persons (including his or her appointed representatives) pursuing a **claim** in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the **MID**. It is vital that the **MID** holds the correct registration number. It is **our** responsibility to update the certificate of insurance to the **MID**. **We** fully comply with the agreements in place with the **MIB** to update the details within seven days; however, it is important that you check the **DLM documentation** ensuring that the registration number is recorded correctly. If it is incorrectly shown on the **MID**, you are at risk of having the **vehicle** seized by the police. You can check that the correct registration number is shown on the **MID** at www.askMID.com. If the registration number is not shown correctly in the **DLM documentation**, or you cannot find the **vehicle** on the **MID**, please contact **Motability Operations** and/or **DLMS** immediately.

Section 2: If you have a complaint

How we can help

If something's not right, please call **DLMS** on:

- › **0300 037 3737** if you're in the UK.
- › **+44 (0) 141 349 1028** if you're outside the UK.

How to make a complaint

DLMS understands that things don't always go to plan and there may be times when you feel you've been let down. If this happens, please tell **us**. **DLMS** will work hard to put things right as soon as possible or explain something that could have been made clearer.

Please call **DLMS 0300 037 3737** to speak to **us** about your problem.

If you'd prefer to write to **us**, please send your letter to Customer Relations Manager, Direct Line Motability, Churchill Court, Westmoreland Road, Bromley, BR1 1DP

Our staff will do everything they can to support you. **DLMS** will aim to resolve most issues within three working days of receiving your complaint.

If your complaint can't be resolved within three working days, **DLMS** will contact you to let you know who'll be dealing with it, and what the next steps are.

DLMS will keep you updated regularly. You'll also receive the following written communication from **DLMS**, depending on how long it takes to resolve your complaint.

Communication type	When will you get this?	What will it tell you?
Summary Resolution Communication	If DLMS has been able to resolve your complaint to your satisfaction within 2 working days of receiving your complaint	It will let you know your complaint has been resolved and tell you about the Financial Ombudsman Services (FOS).
Acknowledgement	If DLMS has been unable to resolve your complaint to your satisfaction within 3 working days of receiving your complaint	It will let you know our complaint handling process and information about the FOS .
Unable to reach resolution within 8 weeks.	If DLMS has been unable to resolve your complaint within 8 weeks.	It will let you know why we aren't in a position to give you our final response and when we expect to be able to provide this. We'll also let you know about your right to contact the FOS .
Final Response	If DLMS has been unable to resolve your complaint within 3 working days, DLMS will send you the Final Response when its investigations have been completed. DLMS will do our best to send this at the earliest opportunity.	This is a detailed response, which will outline: <ul style="list-style-type: none"> › our investigation › the decision › any next steps. It will also provide information about the FOS .

Independent Review

If **we** don't complete **our** investigations within 8 weeks of receiving your complaint, or you're unhappy with **our** response, you may ask the FOS to look at your complaint. This is a free and independent service. If you decide to contact them, you should do so within 6 months of **our** response letter. Referring your case to the FOS will not affect your legal rights.

You can contact them by:

Email:

complaint.info@financial-ombudsman.org.uk

Phone:

UK: **0300 123 9123** or **0800 023 4567**

Abroad: **+44 (0) 20 7964 0500**

Writing to:

Financial Ombudsman Service, Exchange Tower, London E14 9SR

The FOS website also has a great deal of useful information: **www.financial-ombudsman.org.uk**

If your complaint is to do with your motor legal cover

If your complaint relates to Section 4 of Part 3 of this cover booklet (Motor legal cover), you can refer your complaint to arbitration instead (where an independent person, known as an arbitrator, makes a decision to settle the dispute). The arbitrator will be a solicitor or barrister or other suitably qualified person that you and **we** agree to appoint. If you and **we** cannot agree, then **we** will ask the Chartered Institute of Arbitrators to decide. The arbitrator's decision will be final, and whoever doesn't win will have to pay all costs and expenses.

If you're in an accident

We're here to support you when accidents happen, so we've put together some useful steps for you to follow to help make the process smoother.

1

Safety comes first

Stop at the scene of the accident and if there are any injuries or if any driver involved hasn't stopped, call the police and emergency services.

2

Take photos of the accident if it's safe to do so, including any vehicles involved

Remember that dash cam footage could be useful too.

3

Other driver/vehicle details

Ask the other party for their contact details. Take down their vehicle registration, name, address, and telephone number and give the other party yours. Don't accept blame for the accident.

4

Witnesses

If any passers-by have stopped, you can ask for their contact details. These may be needed later for a statement if blame is being disputed.

5

Call DLMS

Giving **DLMS** a call as soon as possible means you'll have the details fresh in your mind and means **DLMS** can help you and the other party sooner and get you back on the road as quickly as possible.

How to get in touch

Need to claim?

Call: 0300 037 3737

Online: access our Motor Claims Hub through your Motability Scheme Account at [motability.co.uk/your-account](https://www.motability.co.uk/your-account)

Windscreen claims

0344 387 7639

Help with anything else

Call: 0300 037 3737

Online: if you need to make changes to who can drive the vehicle, or access insurance cover documents, visit: [motability.co.uk/your-account](https://www.motability.co.uk/your-account)

If the vehicle is immobile, please contact Motability Assist (RAC) UK on:

0800 73 111 73

(Lines open 24 hours)



Direct Line[®]

Together with



**Motability
Scheme**

If you would like a Braille, or large print version of your documents, please let us know.

Motability Operations' single insurance policy for this Scheme with Direct Line Motability is underwritten by U K Insurance Limited. Registered office: The Wharf, Neville Street, Leeds, LS1 4AZ. Registered in England and Wales No.1179980. U K Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Calls may be recorded.

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