EU · EEA · Green Card countries

Car insurance policy wording

Everything your Apex car policy covers, what it doesn't, and what to do if you need to claim, at home and across Europe.

Comprehensive

Our widest cover. Agreed value, new-for-old, your choice of repairer and Europe-wide roadside help.

Comprehensive Essentials

Your car covered at market value, repaired by our partner network, for a lower premium.

Third Party Liability

The compulsory cover required by EU law, protecting other people and their property.

Contents

Start with section 2 to see what comes with your cover level.

How to read this document. Tags like Comprehensive Comprehensive Essentials Third Party Liability show which cover levels a benefit applies to, and Limit · €500 per incident shows the most we pay. Your policy schedule shows your own cover, limits and excesses, and takes priority over this document.

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1 About Apex Insurance and this document

This document is the policy wording for Apex Insurance car insurance in Europe. It sets out what we cover, what we don't, how claims are handled and the rights and duties of both you and us.

1.1 Who we are

Apex Insurance is the insurer of this policy. Our full company name, registered office, registration number and the authority that supervises us are shown in your policy schedule.

1.2 Your documents

Under the EU Insurance Distribution Directive, you receive a short **Insurance Product Information Document (IPID)** before you buy. The IPID is a two-page summary in a standard EU format. It does not replace this policy wording; if there is any difference, this policy wording and your policy schedule apply.

Your contract with us is made up of:

1. this policy wording
2. your policy schedule, which shows your car, drivers, cover level, optional covers, limits, excesses and premium
3. your **international motor insurance certificate** (Green Card) or proof of insurance, where issued
4. any endorsement or notice we send that changes your cover
5. the information you gave us when you applied, renewed or changed your policy.

Read them together. Where your schedule shows a different limit or excess from this wording, the schedule applies.

1.3 How to use this document

- **Section 2** shows which benefits come with each cover level.
- **Sections 4 to 10** explain each benefit in detail. Each one is tagged with the cover levels it applies to.
- **Section 11** lists what is not covered. These exclusions apply to every section unless a section says otherwise.
- **Section 12** explains how to claim, including after an accident abroad.

- **Section 17** defines words that have a specific meaning. These words appear in **bold** the first time they are used in a section.

1.4 Cover levels

Cover level	Who it suits
Comprehensive	Drivers who want the widest cover for their own car, a choice of repairer and the most extra benefits.
Comprehensive Essentials	Drivers who want their own car covered at market value with a lower premium and fewer extras.
Third Party Liability	Drivers who need the compulsory cover required by law, protecting others but not their own car.

Every cover level includes the compulsory motor third-party liability cover required in every EU and EEA country.

1.5 Language and law

This policy is written in English. If you would like it in the official language of the country where you live, ask us. Unless the law of your country of residence requires otherwise, this policy is governed by the law of the country where your car is registered. Nothing in this policy removes any right you have under the mandatory consumer protection law of the country where you live.

1.6 General information only

This document gives general information. It does not take account of your personal circumstances, objectives or needs. Read it carefully and ask us or your intermediary if anything is unclear before you buy.

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Cover at a glance

Comprehensive gives the widest protection, Comprehensive Essentials covers your car at market value with fewer extras, and Third Party Liability provides the cover the law requires. All amounts are in euros and include any insurance premium tax unless stated.

2.1 Comparison of cover

Benefit	Limit	Comprehensive	Comprehensive Essentials	Third Party Liability
Liability for bodily injury to others	€50,000,000 per incident, never below the legal minimum	✓	✓	✓
Liability for damage to others' property	€10,000,000 per incident, never below the legal minimum	✓	✓	✓
Legal defence costs for liability claims	Reasonable costs	✓	✓	✓
Cover in the EU, EEA and Green Card countries	See section 3.4	✓	✓	✓
Collision and accidental damage to your car	Agreed or market value	✓	✓	–
Theft and attempted theft	Agreed or market value	✓	✓	–
Fire, explosion, lightning	Agreed or market value	✓	✓	–
Storm, hail, flood, landslide, snow load, earthquake	Agreed or market value	✓	✓	–
Collision with animals	Agreed or market value	✓	✓	–
Vandalism and malicious damage	Agreed or market value	✓	✓	–
Glass damage	Repair or replacement	✓	✓	–
Valuation basis	–	Agreed value	Market value	–

Benefit	Limit	Comprehensive	Comprehensive Essentials	Third Party Liability
New-for-old if your car is under 2 years old	—	✓	–	–
Choice of repairer	—	✓	–	–
Apex partner repairer	—	Optional	✓	–
Lifetime guarantee on authorised repairs	While you own or lease the car	✓	✓	–
Towing and storage	Reasonable costs	✓	✓	–
Emergency repairs	€500 per incident	✓	–	–
Hire car after a not-at-fault accident	30 days	✓	✓	–
Hire car after theft	30 days	✓	–	–
Hire car after a total loss	7 days	✓	–	–
Onward travel costs	€500 per incident	✓	–	–
Emergency accommodation	€150 per night, €600 per incident	✓	–	–
Keys and lock replacement after theft	€1,000 per period of insurance	✓	–	–
Child seats	€500 per seat, per incident	✓	–	–
Personal belongings	€750 per incident	✓	–	–
Adaptations for disability	Up to the agreed value	✓	–	–
Temporary cover on a replacement car	14 days	✓	✓	✓
Roadside assistance in Europe	See section 8	✓	Optional	Optional
Driver personal accident	See section 9.3	Optional	Optional	Optional
Motor legal protection	See section 9.4	Optional	Optional	Optional
No-claims bonus protection	See section 9.5	Optional	Optional	Optional

Benefit	Limit	Comprehensive	Comprehensive Essentials	Third Party Liability
No excess on glass claims	1 replacement + 2 repairs per year	Optional	—	—
Hire car after any covered incident	30 days	Optional	—	—

The table is a summary only. The full terms, limits, excesses and exclusions are in the sections that follow and in your policy schedule.

2.2 Comprehensive

Comprehensive is our highest level of cover. It protects you against liability to others and covers your own car for accidental damage, theft, fire, natural events, animal collisions, vandalism and glass damage.

Your car is insured for an **agreed value** that we fix with you when you buy or renew. If your car is a total loss within 2 years of first registration, you can choose a brand-new replacement car. You can use any repairer you like, and you receive the widest range of extra benefits, including hire cars after theft or total loss, travel and accommodation costs, key replacement, child seats and personal belongings. Roadside assistance across Europe is included.

2.3 Comprehensive Essentials

Comprehensive Essentials covers the same events to your own car as Comprehensive, but at **market value** at the time of the loss. Repairs are carried out by our partner repairers, which helps keep the premium lower. It includes towing, a guarantee on repairs and a hire car after an accident that wasn't your fault. Roadside assistance can be added.

2.4 Third Party Liability

Third Party Liability provides the compulsory motor insurance required by EU law. It covers injury to other people, including your passengers, pedestrians and cyclists, and damage to their property, such as other vehicles, buildings and street furniture. It does not cover damage to your own car or theft of it.

2.5 Choosing the right cover

When choosing, think about:

- how much it would cost you to repair or replace your car without insurance
- whether your car is financed or leased, as most finance contracts require comprehensive cover
- how often you drive abroad and whether you need roadside assistance
- whether you or your passengers would be protected by health or accident insurance if you were injured
- how much excess you could afford to pay after a claim.

3 Important information

You can withdraw within 14 days of buying for a full refund if you haven't claimed, and your car is covered throughout the EU, the EEA and the other Green Card countries listed below.

3.1 When your cover starts and ends

Your cover starts on the date and time shown in your policy schedule, provided you have paid, or agreed to pay, the first premium. It lasts for the **period of insurance**, usually 12 months. Unless your schedule says otherwise, your policy renews automatically at the end of each period of insurance, as explained in section 13.

If the law of your country requires proof of insurance to register or drive a vehicle, we send it to the registration authority or to you before cover starts.

3.2 Your right to withdraw (cooling-off)

If you bought this policy online, by phone or by any other means without meeting us in person, you may withdraw from the contract within **14 calendar days** without giving a reason, or within any longer period set by the law of your country. The period starts on the later of:

- the day the contract is concluded, or
- the day you receive this policy wording and the other pre-contractual information.

To withdraw, tell us clearly in writing, through the Apex app, your online account or by post to the address in your policy schedule. You may use the model withdrawal form at the end of your welcome letter, but you don't have to.

If you withdraw and haven't made a claim, we refund the premium you have paid within 30 days. If you asked for cover to start during the withdrawal period, we may keep the premium for the days you were covered. If you have made a claim, or one is pending, you can still withdraw, but we may keep the premium needed to cover the claim, to the extent your national law allows.

3.3 Cancelling after the withdrawal period

You can end your policy at its renewal date, and in other situations allowed by law, such as after a claim or when you sell your car. See section 13.9 for details and refunds.

3.4 Where you are covered

Your policy covers you in:

- all member states of the European Union
- Iceland, Liechtenstein and Norway (the rest of the EEA)
- Andorra, Monaco, San Marino, Serbia, Switzerland, the United Kingdom and Vatican City
- any other country that is a member of the Green Card system and is not crossed out on your Green Card.

We call these countries the **territorial limits**.

Liability cover abroad. In any EU or EEA country, your liability cover is at least the minimum required by the law of the country where the accident happens. If your policy limits are higher, your policy limits apply.

Cover for your car abroad. Comprehensive and Comprehensive Essentials cover damage to and theft of your car anywhere within the territorial limits, on the same terms as at home.

Length of trips. Trips abroad are covered for up to 180 days in each period of insurance. Cover beyond that must be agreed with us in advance. If you move to another country, tell us straight away, as you may need to register and insure your car there.

Sea crossings. Your car is covered while being carried by ship, ferry or train between countries within the territorial limits, including loading and unloading.

3.5 Green Card and proof of insurance

EU law means you don't need a Green Card to drive in other EU and EEA countries; your registration plate is evidence of insurance. Some Green Card countries outside the EEA still require one at the border. Your Green Card is included free of charge and available in the Apex app and your online account. Carry it, or a printed or digital copy where accepted, in your car at all times when driving outside your home country.

3.6 Updates to this document

We may update this wording from time to time. If an update applies to your current policy, we'll tell you in writing at least 30 days before it takes effect, unless it only benefits you. Changes that reduce your cover usually take effect only from your next renewal. You can ask for the current wording, free of charge, at any time.

3.7 How we communicate with you

We send documents and notices electronically to the email address you give us or to your online account, unless you ask to receive them on paper. Please keep your contact details up to date. A notice sent to the last address you gave us is treated as received 3 working days after we send it, or on the day we send it by email, unless you can show you didn't receive it.

If more than one person is named as policyholder, a notice to one of you is a notice to all of you, and anything one of you says or does applies to all of you.

3.8 Contact us

Need	How to reach us	Hours
General enquiries and changes	Apex app, online account or phone	Monday to Friday
Claims	Apex app, online account or phone	24 hours, 7 days
Roadside assistance	Apex app or phone	24 hours, 7 days
Complaints	Apex app, online account, phone or post	Monday to Friday

Our phone numbers and postal address are shown in your policy schedule and in the Apex app. When you call from abroad, use the international numbers shown there. Calls may be recorded for quality and training purposes.

4

Motor third-party liability

We pay compensation you are legally liable for when the use of your car injures someone or damages their property, up to €50,000,000 for bodily injury and €10,000,000 for property damage per incident. This is the compulsory insurance required by the EU Motor Insurance Directive and the law of every country where your car is driven.

Comprehensive | Comprehensive Essentials | Third Party Liability

4.1 What we cover

We cover your legal liability for:

- **death or bodily injury** to any person, including pedestrians, cyclists, the occupants of other vehicles and passengers in your car
- **damage to property** belonging to other people, such as vehicles, buildings, fences, road signs and animals
- **financial loss that follows directly** from that injury or damage, such as loss of earnings, medical and rehabilitation costs, care costs, and the cost of hiring a replacement vehicle while theirs is repaired
- **costs and interest** awarded against you by a court in connection with a covered claim.

The compensation a third party can claim, and how it is calculated, is set by the law of the country where the accident happens.

4.2 Who is insured

The following people are insured under this section:

- you, as the policyholder
- the owner and the registered keeper of the car, if different from you
- any **authorised driver**: anyone driving with your permission who meets the driver conditions in your schedule
- any passenger, for liability arising while travelling in, getting into or out of the car
- your employer or business partner, if the car is used for business purposes permitted by your schedule.

EU law protects injured people even if the driver was not authorised. In that case we may still have to compensate the injured person, but we can recover what we pay from the person responsible (see section 4.8).

4.3 When the cover applies

This cover applies when the liability arises from:

- driving or using your car, including while parked or stationary
- loading or unloading your car
- a trailer or caravan attached to your car, up to the weight shown in your schedule
- a trailer or caravan that has become detached while still moving
- objects falling from your car or its roof rack.

4.4 Driving other cars

If your schedule shows **driving other cars** cover, you are covered for third-party liability only while driving a private car that you don't own, haven't hired and isn't registered in your name or your partner's name, with the owner's permission. This doesn't cover damage to the car you are driving. Cover only applies where no other insurance covers the same liability.

4.5 Limits of cover

Type of loss	Apex limit per incident	EU minimum (Directive 2009/103/EC, as amended)
Bodily injury	€50,000,000	€6,450,000 per accident, or €1,300,000 per injured person
Damage to property	€10,000,000	€1,300,000 per claim
Legal defence costs	Reasonable costs, in addition to the limits above	—

If the law of the country where the accident happens requires higher limits, we apply those higher limits. EU minimum amounts are reviewed every five years; we will always provide at least the amounts the law requires at the time of the accident.

4.6 How we handle liability claims

When someone claims against you, we take over the claim. We will:

- investigate the claim and decide whether you are liable
- negotiate and settle the claim directly with the claimant or their insurer, or
- defend you in court, appointing and paying lawyers and experts.

We act reasonably and take your interests into account. You must not admit liability, make an offer, or promise or make any payment without our written agreement, although you may give factual information to the police and to other people involved. Under EU law, an injured person can claim directly against us, and we must make a reasoned offer or reply within three months of receiving their claim.

4.7 What we don't cover under this section

In addition to the exclusions in section 11, we don't cover:

- injury to the driver of your car who caused the accident (see the optional driver personal accident cover in section 9.3)
- damage to your own car, or to any trailer or caravan attached to it
- damage to property owned by, or in the care of, the driver or you, except where the law requires us to pay
- goods carried for payment in or on your car
- fines, penalties or punitive damages
- liability that arises because you agreed to accept it under a contract, unless you would have been liable anyway
- injury or damage caused deliberately by the driver.

Where the law of the country where the accident happens requires us to pay an injured person despite an exclusion, we do so and may recover the amount from the person responsible.

4.8 Our right of recovery

We may recover from the driver, you or any other insured person what we have had to pay to a third party if the claim would not otherwise have been covered, for example because:

- the driver was not authorised or had no valid licence
- the driver was over the legal alcohol limit or under the influence of drugs
- the car was used for a purpose not covered by your policy
- you made a misrepresentation when buying the policy that would have led us to refuse cover

- the accident was caused deliberately.

Any recovery is limited to the amount permitted by the law of the country where your policy is issued.

5

Damage to your car

We cover sudden and unforeseen loss of or damage to your car caused by the events listed below during the period of insurance, up to its agreed value (Comprehensive) or market value (Comprehensive Essentials).

Comprehensive | Comprehensive Essentials

5.1 What counts as your car

Your car means the vehicle shown in your schedule, including:

- equipment and accessories fitted by the manufacturer
- additional equipment and modifications permanently fitted and declared to us, up to €5,000 in total unless a higher amount is shown in your schedule
- the spare wheel, tools and safety equipment required by law, such as a warning triangle and hi-visibility vests
- the charging cable for an electric or plug-in hybrid car, and a home wall box you own, wherever it is installed
- one set of tyres and wheels not fitted to the car, if stored securely at your home address, up to €1,500.

Portable navigation devices, phones and other items that are not permanently fitted are personal belongings (section 7.9), not part of your car.

5.2 Collision and accidental damage

We cover damage caused by:

- a collision with another vehicle, a person, an object or the road surface
- the car overturning, leaving the road or falling
- any other sudden, external and accidental event, such as damage while parked by an unknown vehicle.

We cover this damage whoever was driving, as long as they were an authorised driver and none of the exclusions in section 11 applies.

5.3 Theft and attempted theft

We cover:

- theft of your car, including theft by carjacking or robbery
- damage caused by an attempted theft or by thieves while the car was missing
- theft of parts or accessories fixed to the car
- unauthorised use of your car by someone who is not an authorised driver, such as joyriding.

Theft must be reported to the police as soon as possible, and within 24 hours of discovering it. If your car is not found within **30 days** of the theft being reported to us, we treat it as a total loss (section 6). If your car is found after we have paid the claim, it becomes our property, but you may buy it back by repaying the settlement less the cost of any damage.

We don't cover theft if the keys were left in or on the car, the car was left unlocked, or windows or the sunroof were left open while the car was unattended, unless the theft happened by force or threat of force (see section 11.2).

5.4 Fire, explosion and lightning

We cover damage caused by fire, smoke from a fire, explosion or lightning strike, whether the fire started inside the car or spread from outside it.

Electric vehicles. Fire includes fire caused by thermal runaway of the traction battery. We don't cover thermal runaway that resulted from charging or using the battery in a way the manufacturer specifically prohibits, or from unauthorised modification of the battery or charging system, if that caused or contributed to the fire.

5.5 Natural events

We cover damage caused directly by:

- storm, meaning wind of at least force 8 on the Beaufort scale (62 km/h or more)
- hail
- flood, including flash flood, overflow of rivers and lakes, and storm surge
- landslide, rockfall, avalanche and snow sliding off a roof
- the weight of snow or ice
- earthquake and volcanic eruption.

We don't cover damage caused because the car was deliberately driven into flood water or snow masses, or because you didn't move it when a flood warning had been issued and it was safe to do so. In some countries, natural catastrophe losses are covered by a national scheme (for example in France, Spain and Belgium). Where that applies, the scheme pays first and we pay the rest of your claim, if any, under this policy.

5.6 Collision with animals

We cover damage caused by a collision with any animal while the car is moving, including deer, wild boar, livestock and pets. Report a collision with wild animals to the police or local hunting authority where the law requires it, and ask for a confirmation; many countries require this as evidence.

We also cover damage caused by rodents and other animals biting cables, hoses and insulation, including consequential damage up to €3,000 per incident.

5.7 Vandalism and malicious damage

We cover deliberate damage to your car by another person, such as scratches, broken mirrors, slashed tyres or graffiti. Vandalism should be reported to the police.

5.8 Glass

We cover the repair or replacement of broken or cracked windscreens, windows, sunroofs, panoramic roofs and glass headlight covers. Where a chip can be repaired, we repair it rather than replace the glass, and no excess applies to a repair. If replacement is needed, we also pay to recalibrate driver assistance cameras and sensors fitted to the windscreen.

A glass claim on its own doesn't affect your no-claims bonus (section 10).

5.9 Damage during transport

We cover damage to your car while it is being carried by ferry, train or tow truck within the territorial limits, including loading and unloading.

5.10 What we don't cover under this section

In addition to the exclusions in section 11, we don't cover:

- wear and tear, rust, corrosion, gradual deterioration or loss of value
- mechanical, electrical or electronic breakdown or failure, unless caused by a covered event; damage that results from it is covered
- damage to tyres caused by braking, punctures, cuts or bursts, unless the car was also damaged in the same incident
- damage to the engine caused by using the wrong fuel, unless you have the optional cover for it
- damage caused by poor workmanship, faulty repairs or defective parts
- damage to the interior caused by animals carried in the car
- damage to the battery of an electric car from normal degradation or capacity loss
- loss of use, loss of earnings or other indirect loss, except as provided in section 7.

6

How we value your car

Comprehensive pays the agreed value shown in your schedule, or a brand-new car if yours is under 2 years old. Comprehensive Essentials pays the market value at the time of the loss.

6.1 Agreed value

Comprehensive

When you buy or renew your policy, we agree with you the amount your car is insured for. This is the **agreed value**, and it is shown in your schedule. It should be enough to buy a replacement car of the same make, model, age, specification and condition. When choosing it, include:

- factory options and declared accessories and modifications
- adaptations for disability (section 7.10)
- an EV wall box and charging equipment you own
- VAT, if you couldn't reclaim it on a replacement car
- registration tax and other one-off charges you would pay again when buying a replacement.

We may ask for evidence, such as a purchase invoice, a valuation report or photographs. We may decline to agree a value well above the car's market value.

At renewal we may suggest a new agreed value to reflect the car's age and market. Check that it still suits you and tell us if you want to change it. If your car is a total loss, we pay the agreed value shown in your schedule at the time of the loss, less the deductions in section 6.5.

6.2 Market value

Comprehensive Essentials

We pay the cost of buying a car of the same make, model, age, mileage, specification and condition as yours immediately before the loss, in the country where it is registered. We work this out using recognised market valuation guides, recent sale prices of comparable cars, and the condition, service history and equipment of your car.

Market value doesn't include registration charges, delivery or dealer preparation costs, or extended warranty costs. If you disagree with our valuation, tell us why and give us any evidence you have, such as advertisements for comparable cars. If we still can't agree, you can ask for an independent expert valuation (section 12.11).

6.3 New-for-old replacement

Comprehensive

If your car is a total loss within **2 years** of its first registration, and you were its first registered owner (or bought it as an ex-demonstrator under 6 months old), you can choose either:

1. **Payment of the agreed value**, so you can buy any car you like, or
2. **A new car** of the same make, model, engine, specification and colour, or the nearest equivalent if that model is no longer available. We include standard delivery charges, registration and number plates. If you told us about disability adaptations, we pay the reasonable cost of fitting equivalent adaptations.

If no equivalent new car is available within a reasonable time, we pay the agreed value. If your car is financed or leased, we need the agreement of the finance provider to replace it. While the new car is being arranged, you are entitled to a hire car for up to 7 days (section 7.3).

6.4 Partial loss: repair costs

If your car can be economically repaired, we pay the reasonable cost of repairing it to its pre-accident condition, as explained in section 12.7. We don't deduct anything for the improvement that new parts may give an older car ("new for old" deduction), except for:

- tyres, which are reduced by 10% for each mm of tread used, and
- batteries of electric cars, where a reduction for age applies according to the table in your schedule.

6.5 Total loss settlement

Your car is a **total loss** if:

- it cannot be repaired safely
- the cost of repair, plus associated costs such as towing and storage, plus the value of the damaged car (salvage), would be more than its agreed or market value, or
- it has been stolen and not recovered within 30 days of the theft being reported to us.

When we settle a total loss, we pay the agreed value (Comprehensive) or market value (Comprehensive Essentials), less:

- your excess
- any premium still owed for the current period of insurance, where your national law allows this deduction
- the salvage value, if we agree you can keep the damaged car

- any VAT you are entitled to reclaim.

After we have paid a total loss, your car becomes our property, unless we agree otherwise. Your policy ends, and any premium for the remaining period is refunded only if your national law requires it. You'll need a new policy for your next car; we'll be happy to quote.

6.6 Finance and leasing

If your car is subject to a finance or lease agreement, the finance provider or lessor usually has first claim on any payment for loss of or damage to your car. We pay them first, up to the amount they are owed, and pay you any balance. If what you owe is more than our settlement, you remain responsible for the difference. Optional **GAP insurance**, which covers that difference, is not part of this policy.

7 Additional benefits

These benefits are paid on top of the cost of repairing or replacing your car, but only after an incident covered under section 5 unless stated otherwise.

7.1 Hire car after a not-at-fault accident

Comprehensive | Comprehensive Essentials | Limit · 30 days

If your car can't be driven, or is at the repairer, after an accident that was not your fault, we arrange a hire car of a similar size and category to yours through our hire partner, subject to availability. An accident is **not your fault** if another identified person was fully responsible and you can give us their name, address or registration number, so we can recover our costs.

If we can't provide a hire car, we pay a daily allowance of **€50** for as long as you would have had one. If you rely on adaptations for disability, we increase the allowance to cover reasonable extra transport costs; ask us before spending more than €50 a day.

The hire car ends after 30 days, or earlier when your car is repaired and returned, when we pay you the repair cost, or when we settle a total loss. If the repair is delayed for reasons within our control, we extend the hire period accordingly.

Collisions with animals, natural events and accidents where fault is shared are not treated as not-at-fault.

7.2 Hire car after theft

Comprehensive | Limit · 30 days

If your car is stolen, we arrange a hire car on the same terms as section 7.1. It ends when your car is recovered and returned to you (repaired if necessary), when you have been told where it is and can collect it, or when we settle the claim as a total loss. After a total loss, section 7.3 applies.

7.3 Hire car after a total loss

Comprehensive | Limit · 7 days

After we settle a total loss, we provide a hire car for up to 7 days while you find your next car or while a new-for-old replacement is arranged. This is in addition to any other hire car benefit.

7.4 Conditions for all hire cars

- Call us before arranging a hire car. If you don't, we only pay what we would have paid through our partner.
- We don't provide a hire car if your car is safe to drive and not at a repairer.
- The hire car must be used within the territorial limits and by drivers who would be covered under your policy.
- You must meet the hire company's conditions, which may include a minimum age and a credit card deposit.
- We don't pay for fuel, charging, tolls, parking, congestion or low emission zone charges, fines, insurance excess on the hire car, one-way fees, or optional extras.
- A larger vehicle can be provided if you need it for disability or family reasons and you tell us when you claim.

7.5 Towing and storage

Comprehensive | Comprehensive Essentials | Limit · reasonable costs

If your car can't be driven after a covered incident, we pay to move it to the nearest suitable repairer, to our partner repairer, or to a safe place we agree. We pay reasonable storage costs until it is moved or we have assessed it, and the cost of returning it to your home once repaired if it was repaired abroad. Comprehensive customers also benefit from roadside assistance (section 8).

7.6 Emergency repairs

Comprehensive | Limit · €500 per incident

We reimburse urgent temporary repairs that make your car safe and legal to drive home or to a repairer after a covered incident, such as replacing a broken headlight or securing a damaged bumper. Keep the receipts.

7.7 Onward travel

Comprehensive · Limit · €500 per incident

If your car can't be driven after a covered incident, we reimburse reasonable costs of public transport, taxis or rideshare services:

- from the scene to your home or your destination
- to and from the repairer or hire car provider
- to collect your car after repair, or after it is recovered following theft.

7.8 Emergency accommodation

Comprehensive · Limit · €150 per night, €600 per incident

If you are more than 100 km from home and your car can't be driven after a covered incident, we pay for the extra accommodation you and your passengers need. This includes extra nights beyond a booking you already had. We don't pay for meals, drinks or phone calls.

7.9 Personal belongings

Comprehensive · Limit · €750 per incident

We pay for personal belongings in your car that are lost, stolen or damaged in a covered incident in which your car is also damaged or stolen. Personal belongings are items normally worn or carried, such as clothing, glasses, luggage, phones and laptops. We pay the cost of repair or the current value of the item, allowing for age and wear.

We don't cover cash, cards, tickets, documents, jewellery, watches, goods for sale, tools of trade, business equipment, firearms, or items stolen from an open-topped or unlocked car, or from a car left unattended with items visible.

7.10 Adaptations for disability

Comprehensive · Limit · up to the agreed value

If your car has been adapted for a disability, you can include the adaptations in your agreed value. We then cover them for loss or damage on the same terms as the rest of your car, and, after a total loss, pay the reasonable cost of fitting equivalent adaptations to your replacement car.

7.11 Keys and locks

Comprehensive · Limit · €1,000 per period of insurance

If your car keys, key cards or remote fobs are stolen and you report the theft to the police, we pay to replace them and to recode or replace the locks, immobiliser and alarm. No excess applies and your no-claims bonus is not affected. We don't cover keys stolen by someone you gave them to or who lives with you, unless you had no reason to suspect them.

7.12 Child seats

Comprehensive · Limit · €500 per seat, per incident

We replace child seats and baby capsules in your car after any accident, even if they show no visible damage, as manufacturers advise. We also replace them if they are stolen with your car.

7.13 Guarantee on authorised repairs

Comprehensive · Comprehensive Essentials

We guarantee the materials and workmanship of repairs we authorise for as long as you own or lease the car. If a problem arises with a repair, contact us and we arrange for it to be put right.

7.14 Temporary cover on a replacement car

Comprehensive | Comprehensive Essentials | Third Party Liability | Limit · 14 days

If you sell or dispose of your car and buy another, we cover the new car on the same terms for up to 14 days from when you take ownership, provided you tell us within that time. Under Comprehensive and Comprehensive Essentials, cover for the new car itself is limited to its purchase price, ignoring any trade-in. Cover on your old car ends when you transfer ownership, and we never cover both cars at the same time. Some countries require the new car to be registered and insured before it is driven; in that case, contact us before collecting it.

8

Roadside assistance in Europe

If your car breaks down or can't be driven anywhere within the territorial limits, call our 24-hour assistance line and we send help. Roadside assistance is provided by our assistance partner on our behalf.

Included with Comprehensive | Optional with Comprehensive Essentials and Third Party Liability

8.1 What counts as a breakdown

A **breakdown** is an electrical or mechanical failure, or any other event, that stops your car from being driven safely, including:

- a flat battery, including a flat traction battery on an electric car
- a flat tyre or puncture
- running out of fuel, or putting the wrong fuel in
- keys lost, broken or locked inside the car
- an accident, fire, theft or vandalism.

8.2 What we provide

Service	At home and within 25 km of home	Elsewhere in your home country	Abroad within the territorial limits
Roadside repair, call-out and up to 1 hour of labour	✓	✓	✓
Towing to the nearest suitable garage	✓	✓	✓
Towing to a garage of your choice	Up to 50 km	Up to 100 km	Nearest suitable garage
Onward travel for driver and passengers	—	✓	✓
Hotel while your car is repaired	—	Up to 2 nights, €100 per person per night	Up to 4 nights, €100 per person per night

Service	At home and within 25 km of home	Elsewhere in your home country	Abroad within the territorial limits
Replacement car while yours is repaired	—	Up to 3 days	Up to 5 days
Repatriation of your car if it can't be repaired within 3 working days	—	—	Yes, up to its market value
Replacement driver if the driver is ill or injured	—	✓	✓
Delivery of spare parts not available locally	—	—	Yes, we pay delivery; you pay the parts

8.3 Electric vehicles

If your electric car runs out of charge, we tow it to the nearest working public charging point or to your home, whichever is closer. If a charging cable is damaged or stolen, we help find a replacement locally.

8.4 How to get help

1. Make sure you and your passengers are safe. On a motorway, stand behind the barrier and wear your hi-visibility vest.
2. Call the roadside assistance number in the Apex app or your policy schedule, or request help in the app. Have your registration number and location ready.
3. Don't arrange help yourself unless the police or emergency services require it, or you are on a motorway where only authorised services may operate. In that case, keep the receipts and we reimburse reasonable costs up to what we would have paid.

8.5 What we don't cover

- the cost of parts, fuel, oil, charging or any repairs beyond the first hour at the roadside
- breakdowns caused by lack of maintenance or an existing fault you knew about
- more than 6 call-outs in a period of insurance
- cars over 3,500 kg, or more than 7 m long including any trailer
- cars used for racing, rallying or off-road driving

- breakdowns in places our assistance vehicle can't reach legally or safely
- costs you would have paid anyway, such as fuel and tolls for your planned journey.

If roadside assistance is not shown in your schedule, you can add it at any time.

9 Optional covers

You can add these covers for an extra premium. They only apply if shown in your policy schedule.

9.1 No excess on glass claims

Comprehensive | Limit · 1 replacement and 2 repairs per period of insurance

You pay no excess to repair or replace your windscreen, windows or sunroof when glass is the only damage to your car.

9.2 Hire car after any covered incident

Comprehensive | Limit · 30 days

We provide a hire car after any incident covered under section 5, including accidents that were your fault and natural events, on the conditions in section 7.4. It ends when your car is repaired and returned, when we pay you the repair cost, or when we settle a total loss, after which section 7.3 applies.

9.3 Driver personal accident

Comprehensive | Comprehensive Essentials | Third Party Liability

Motor liability insurance covers injury to everyone except the driver who causes the accident. This optional cover protects the driver of your car if they are injured in an accident while driving it, whoever was at fault.

Benefit	Amount
Death	€50,000
Permanent total disability	Up to €150,000
Permanent partial disability	A percentage of €150,000 based on the degree of disability, following the scale in your schedule
Hospital stay	€50 per night, up to 365 nights

Benefit	Amount
Medical costs not paid by public or private health insurance	Up to €10,000

We don't pay if the driver was not authorised, was over the legal alcohol limit or under the influence of drugs, wasn't wearing a seat belt where one was fitted (we reduce payment to the extent it contributed to the injury), or injured themselves deliberately.

9.4 Motor legal protection

Comprehensive | Comprehensive Essentials | Third Party Liability | Limit · €50,000 per claim

We pay legal costs to pursue or defend a dispute about your car, including:

- recovering uninsured losses after an accident that wasn't your fault, such as your excess, loss of earnings and personal injury compensation
- defending you in criminal or administrative proceedings for a road traffic offence, other than offences involving alcohol, drugs or deliberate acts
- disputes about buying, selling, repairing or servicing your car, where the amount in dispute is more than €300.

You may choose your own lawyer once legal proceedings begin, as required by EU law, and at any time where there is a conflict of interest. Claims must have a reasonable prospect of success. Legal protection is managed by our specialist legal protection partner, which handles claims separately from us.

9.5 No-claims bonus protection

Comprehensive | Comprehensive Essentials | Third Party Liability

You can make up to 1 claim in any period of insurance without your no-claims bonus going down (section 10). Protection keeps your bonus level, but your premium may still change for other reasons, including general price changes.

9.6 Wrong fuel

Comprehensive | Comprehensive Essentials | Limit · €2,000 per period of insurance

We pay to drain and flush the fuel system, and to repair damage caused by putting the wrong fuel in your car. The excess shown in your schedule applies.

9.7 Apex partner repairer discount

Comprehensive

If you agree to use our partner repairers for all repairs, we reduce your premium, and we reduce your excess by €150 for any claim repaired by a partner. You keep the choice of repairer for glass repairs.

10 No-claims bonus (bonus-malus)

Each claim-free year moves you one step down our scale and lowers your premium; each claim you cause moves you up. Where your country runs a statutory bonus-malus system (for example France or Italy), that system applies instead of the scale below.

10.1 How the scale works

Step	Claim-free years	Premium as % of base premium
0	New driver	130%
1	1	110%
2	2	95%
3	3	85%
4	4	75%
5	5	68%
6	6	62%
7	7–8	57%
8	9–11	52%
9	12 or more	48%

The figures are illustrative. Your step and percentage are shown in your schedule.

10.2 Moving on the scale

- **No claim in the year:** you move down one step at renewal.
- **One claim you caused:** you move up 3 steps at renewal.
- **Each further claim you caused in the same year:** you move up a further 3 steps.

10.3 Claims that don't affect your bonus

Your bonus is not affected by:

- claims for glass only
- theft of your car or of keys only
- natural events, fire, vandalism, and collisions with animals
- accidents that weren't your fault, where we recover our costs in full from the person responsible
- roadside assistance call-outs.

If fault is shared, we apply the change in proportion to your share of responsibility, or as the national system requires.

10.4 Transferring your bonus

We accept no-claims history from other insurers in the EU, EEA, Switzerland and the UK. Under EU law, your previous insurer must give you a **claims history statement** for the last five years on request within 15 days. We treat it the same way as a statement from an insurer in your home country. When you leave us, we provide your statement within 15 days of your request.

10.5 Buying back your bonus

If you have made a small claim, you can choose to repay what we paid within 6 months of the claim being settled, and your bonus is restored as if the claim hadn't happened.

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What's not covered

These exclusions apply to every section of your policy. We don't pay a claim where any of them caused, contributed to or is connected with the loss, damage or liability. Under section 4, we still pay injured third parties where the law requires and may then recover what we paid (section 4.8).

11.1 Driver exclusions

There is no cover while your car is being driven by, or is in the charge of, anyone who:

- doesn't hold a valid driving licence for the car in the country where it is being driven, or isn't meeting the conditions of that licence
- is disqualified from driving
- is outside any age range, or isn't named as a driver, where your schedule restricts drivers
- is over the legal limit for alcohol in the country where the incident happens, or is under the influence of drugs or medication that affects their ability to drive
- refuses or fails without good reason to give a breath, blood or other sample when lawfully required
- leaves the scene of an accident without a legitimate reason, where this prevents us from establishing the facts.

If you weren't driving and had no reason to believe that any of these applied to the driver, we still cover damage to your own car under section 5, but we may recover the cost from the driver.

11.2 Vehicle exclusions

There is no cover:

- if your car is not registered, or doesn't have a valid roadworthiness certificate (for example TÜV, contrôle technique, ITV, APK or NCT) where required by law, if this caused or contributed to the incident
- if your car is in an unroadworthy or unsafe condition, such as having worn tyres, defective brakes or lights
- if the car is overloaded or carrying more passengers than it is designed for
- for theft or attempted theft if the keys were left in, on or near the car, or the car was left unlocked or with windows or sunroof open while unattended, unless the keys were taken by force or threat of force
- if the anti-theft system or tracker that your schedule requires was not fitted, maintained or activated

- for loss or damage caused deliberately by you, an authorised driver or anyone acting with your consent
- if your car is modified in a way that affects its value, performance or safety and you didn't tell us.

11.3 Use exclusions

There is no cover while your car is being used:

- for a purpose not shown in your schedule, such as business use when only private use is covered
- to carry passengers or goods for hire or reward, including taxi, rideshare and delivery services, unless shown in your schedule
- for hire or car sharing to other people for payment, including peer-to-peer car rental platforms
- for racing, rallies, speed trials, track days or driving on any circuit or toll racetrack, including the Nürburgring Nordschleife
- for driver training, other than private lessons by a qualified relative or friend where allowed by law
- off public roads, other than on normal access roads, car parks and private driveways
- airside at an airport
- to commit or escape from a crime, or in a way that breaks the law
- to carry dangerous goods, such as explosives or flammable materials, beyond normal household amounts.

11.4 General exclusions

We don't cover any loss, damage, liability or cost caused by or arising from:

- war, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military or usurped power
- terrorism involving nuclear, biological or chemical weapons or agents, or action taken to prevent or respond to it
- nuclear radiation or contamination from any nuclear fuel, waste or weapon
- riot or civil commotion, except where the law requires us to cover it
- lawful confiscation, seizure or destruction of your car by a government or public authority
- cyber events, meaning the malicious hacking of your car's software or systems, except where it leads to theft or physical damage that is otherwise covered
- pollution or contamination, except a sudden and identifiable accident during the period of insurance
- asbestos, or any material containing it

- any loss that is covered by another insurance policy, except for any amount above what that policy pays.

We also don't cover:

- indirect or consequential loss, such as loss of earnings, loss of use or loss of value, except as stated in section 7
- incidents outside the territorial limits
- any fine, penalty, toll, parking or low emission zone charge
- any amount that we could not pay because of a sanction, embargo or restriction (section 16.1).

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Making a claim

Tell us about any incident as soon as you reasonably can, and within 8 days at the latest, in the Apex app, through your online account or by phone on the claims number in your policy schedule, 24 hours a day.

12.1 At the scene

1. **Make it safe.** Switch on hazard lights, put on your hi-visibility vest, place the warning triangle where required, and move everyone to safety.
2. **Call emergency services on 112** if anyone is injured, if the road is blocked, or if the other party refuses to give details or appears to be over the alcohol limit. 112 works in every EU country.
3. **Don't admit fault or agree to pay.** Stick to the facts.
4. **Collect information:** the other driver's name, address, licence details, registration number, insurer and policy number (shown on their Green Card or insurance certificate), plus the names and contacts of witnesses.
5. **Take photos** of all vehicles, their positions, the damage, number plates, road markings and signs.
6. **Complete a European Accident Statement** with the other driver (section 12.2).
7. **Report theft, vandalism and hit-and-run** to the local police and get a reference number.

12.2 The European Accident Statement

The **European Accident Statement** is a standard form, recognised in every EU country and many others, that both drivers fill in at the scene. A copy is in your glovebox pack and you can complete it digitally in the Apex app.

- Each driver completes their own side; the page in the middle records what happened, using tick boxes and a sketch.
- Both drivers sign the same form, and each keeps a copy.
- Signing doesn't mean you admit fault; it confirms the facts. Don't sign if you disagree with what the other driver has written. Note your disagreement in section 14 of the form instead.
- Don't change anything after both of you have signed.
- Send us your copy within 5 working days.

The form exists in every EU language with the same layout, so you can fill in a version in your language alongside a driver who speaks another.

12.3 Accidents abroad

If you have an accident in another country with a vehicle from another country:

- **If the other driver caused the accident**, you can claim in your own country and your own language. Every motor insurer in the EU must appoint a **claims representative** in every other EU country. Contact us and we will identify the other insurer's representative for you. The other insurer must make a reasoned offer or reply within three months.
- **If the other driver is unidentified or uninsured**, you can claim from the national guarantee fund of the country where the accident happened, through the compensation body in your country.
- **If you caused the accident**, the injured party claims against us, and we handle the claim under the law of the country where it happened.

12.4 Reporting a claim to us

When you contact us, have ready:

- your policy number and car registration
- the date, time and place of the incident
- what happened, and the photos and accident statement
- details of the other parties and witnesses
- the police reference, if any.

We give you a claim number and explain what happens next. Send us any letters, court documents or demands you receive about the incident straight away and unanswered.

12.5 Helping us with your claim

You must cooperate with us and give us the information and evidence we reasonably need, which may include:

- making your car available for inspection by our expert or assessor
- providing receipts, service records, purchase documents, all keys and registration documents
- giving a statement or attending an interview
- for theft claims, giving us all keys, the registration certificate and a copy of the police report.

If you don't cooperate, we may reduce or refuse your claim to the extent our position has been prejudiced, as allowed by your national law.

12.6 What we do once you've claimed

Situation	Comprehensive	Comprehensive Essentials	Third Party Liability
Your car can be repaired	Repair at your chosen repairer, or pay the reasonable repair cost	Repair at our partner repairer, or pay the reasonable repair cost	Not covered
Your car is a total loss	Agreed value, or a new car if under 2 years old	Market value	Not covered
Your car is stolen and not found within 30 days	Agreed value	Market value	Not covered
A third party claims against you	We settle the claim or defend you	We settle the claim or defend you	We settle the claim or defend you

12.7 Repairs

Comprehensive | Comprehensive Essentials

Choosing a repairer. Under Comprehensive, you may use any qualified repairer, including the manufacturer's dealer. We may ask for a second estimate to check the cost is reasonable. Under Comprehensive Essentials, we allocate a partner repairer close to you, collect your car where possible, and return it cleaned.

Assessment. Before repairs start, we may inspect your car or ask for photographs and an estimate. Don't start repairs, other than emergency repairs under section 7.6, until we have authorised them. If you do, we pay only what we would have paid.

Parts. We repair parts wherever this is safe. Otherwise, we use new parts that meet the manufacturer's specifications, or equivalent-quality parts and certified recycled parts where allowed by law and your car's warranty. We never use non-original parts in a way that would invalidate the manufacturer's warranty on a car under 3 years old.

Matching and existing damage. We repair damaged areas to match the surrounding paintwork as closely as possible but don't repaint undamaged panels. If your car had damage before the incident that must be repaired at the same time, we'll explain the extra cost and ask you to agree to pay it before work starts.

Cash settlement. We may pay you the reasonable repair cost, as assessed, instead of arranging repairs. If you don't have the car repaired, we pay the assessed cost excluding VAT.

12.8 Liability claims against you

We take over and handle the claim as described in section 4.6. We will keep you informed and you must forward any claims, summonses or other documents without replying to them.

12.9 Your excess

Your **excess** is the part of each claim you pay yourself. Your schedule shows the amounts. We deduct the excess from what we pay you, or you pay it to the repairer.

Excess	When it applies	Amount
Standard excess	Every claim under section 5, except where stated below	As in your schedule, e.g. €300 Comprehensive, €500 Comprehensive Essentials
Young or inexperienced driver excess	In addition, when the driver was under 25, or had held a full licence for under 2 years	€500
Unnamed driver excess	In addition, when the driver wasn't named in your schedule, where your schedule restricts drivers	€500
Glass repair	Repair of a chip without replacing the glass	None
Glass replacement	Replacement of a windscreen or window	€100
Theft excess	Theft of your car	€500, or €250 if a tracker approved by us was fitted and working

There is no excess for liability claims under section 4, key replacement under section 7.11, or claims where the accident wasn't your fault and we identify the person responsible. If fault is disputed and later found to lie with someone else, we refund any excess you paid.

12.10 Recovering our costs

After paying a claim, we take over your rights to recover our costs from the person responsible. We'll act reasonably and consider your interests. If we recover more than we paid you, we pay you the difference, including your excess and any other uninsured losses we recover for you.

12.11 Expert procedure for disagreements

If you disagree with us about the amount of a loss (but not whether the claim is covered), either of us can ask for an independent expert assessment. Each side appoints an expert; if they disagree, they appoint a third expert whose decision on the amount is final. We each pay our own expert, and share the cost of the third. This doesn't affect your right to complain (section 14) or go to court.

12.12 Fraud

If a claim is fraudulent, or if you or anyone acting for you uses false information or documents, we won't pay the claim, we may cancel your policy from the date of the fraud, and we may recover what we have already paid. We may share information with fraud prevention databases and the police.

13

Your policy

Answer our questions honestly, tell us when things change, and pay your premium on time; in return, your policy renews automatically and you can leave at renewal or after a claim.

13.1 Information you give us

Before we agree to insure you, and at each renewal or change, we ask you questions about you, your drivers, your car and how it's used. You must answer them honestly, accurately and completely. We rely on your answers to decide whether to insure you and on what terms.

If you give us incorrect or incomplete information, the consequences depend on your national law and on whether the mistake was innocent, careless or deliberate. We may:

- change your premium or terms from the start, or reduce a claim payment in proportion to the premium you should have paid
- refuse a claim, if we would not have insured you at all had we known the truth
- cancel your policy and keep the premium, if the information was deliberately false or fraudulent.

13.2 Your responsibilities

You and any authorised driver must:

- keep your car roadworthy, serviced according to the manufacturer's schedule, and with a valid roadworthiness certificate where required
- use the car only for the purposes shown in your schedule
- take reasonable care to prevent loss or damage, including locking the car, closing windows, removing keys and valuables, and using any security device your schedule requires
- move your car away from danger, such as rising water, where it is safe to do so
- when selling the car, accompany anyone test driving it, or keep their identity and licence details
- follow the claims procedure in section 12
- treat our staff and partners respectfully.

If you don't, we may reduce or refuse a claim to the extent that this caused or contributed to the loss.

13.3 Tell us about changes

Contact us as soon as possible, and before the change where you can, if:

- you change your car, or modify it in a way that affects its value, performance or safety
- you change your address, or where the car is usually kept overnight
- you change how the car is used, for example starting to use it for business, rideshare or delivery
- the main driver changes, or you want to add or remove a driver
- any driver is convicted of a motoring offence, receives penalty points or is disqualified
- any driver develops a medical condition that must be reported to the licensing authority
- you take out or pay off finance on the car
- you move to another country.

We may then change your premium, excess or terms, or, where the risk has changed significantly, cancel your policy by giving the notice set by law. Any premium change is calculated from the date of the change. If you don't tell us, we may reduce or refuse a claim affected by the change.

13.4 Renewal

1. Your policy renews automatically for another 12 months unless you or we decide otherwise.
2. We send you a renewal notice at least 30 days before renewal, showing your new premium, excess, any changes to terms, and last year's premium for comparison.
3. Check that the information and cover shown are still right, and that your agreed value is still suitable.
4. If you don't want to renew, tell us before the renewal date, or within any later period your national law allows.
5. We may decide not to renew by giving you at least 30 days' notice, or the period required by your national law.

13.5 Your premium

Your premium is based on our assessment of the risk, using factors such as:

- the make, model, value, power and age of your car, and its safety and security features
- where it is kept and how far and how it is used
- the age, experience, claims and conviction history of the drivers
- your no-claims bonus step (section 10)
- the cover level, excess and optional covers you choose.

Under EU law, we don't use gender to set premiums. We review our prices regularly, so your premium may change at renewal even if your circumstances haven't.

13.6 Taxes and charges

Your premium includes:

- insurance premium tax at the rate in force in the country where the risk is located
- any contribution to the national motor guarantee fund, natural catastrophe scheme or other levy required by law.

The amounts are shown separately in your schedule. If tax rates change during your policy, we may adjust your premium accordingly.

13.7 Paying your premium

You can pay annually, or by monthly instalments by SEPA direct debit or card. Paying by instalments may cost more; the total amount payable is shown in your schedule. You must pay on the due dates.

13.8 If you don't pay

If the first premium isn't paid, cover doesn't start, except where the law requires us to cover third parties. If a later payment is missed, we send you a written reminder giving at least 14 days to pay, and explaining that cover may be suspended or cancelled if you don't. If you still don't pay, we may suspend or cancel your cover as allowed by your national law. Claims for incidents during a period of suspension aren't covered.

13.9 Cancellation

You can cancel	We can cancel
At each renewal date, by telling us before it (or within any later period your national law allows)	At each renewal date, with at least 30 days' notice
Within 1 month of a claim being paid or refused	Within 1 month of a claim being paid or refused, with at least 1 month's notice, where your national law allows

You can cancel	We can cancel
When you sell, scrap or permanently stop using your car, with proof	If you don't pay the premium, as described in section 13.8
If we increase your premium or change your terms at renewal or during the policy	If you have given us deliberately false information or made a fraudulent claim
At any time, where your national law allows it after a minimum period, for example after one year	If the risk has changed significantly, with the notice required by law

To cancel, contact us by phone, email, post or through your online account. When either of us cancels, we refund the premium for the remaining period of insurance, calculated day by day, unless we have paid a total loss claim. We may deduct an administration fee of up to €25 where your national law allows.

If your car must be insured by law, don't cancel your policy unless you have arranged other insurance or taken the car off the road officially.

14 Complaints and guarantee scheme

If you are unhappy, tell us first; if we can't resolve it within eight weeks, you can go to the free, independent ombudsman in your country.

14.1 Step 1: Tell us

Contact our complaints team through the Apex app, your online account, by phone or by post. The details are in your policy schedule.

We acknowledge your complaint within 5 working days and aim to resolve it within 15 working days. If we need longer, we explain why and when to expect our answer. We will give you a final written response within 8 weeks at the latest.

14.2 Step 2: Go to the ombudsman

If you are not satisfied with our final response, or we haven't replied within 8 weeks, you can refer your complaint, free of charge, to the out-of-court dispute resolution body in your country. Your policy schedule names the body that deals with complaints about your policy.

If you live in a different country from us, or you don't know which body to contact, **FIN-NET**, the European network of financial dispute resolution bodies, can tell you which one deals with your complaint: finance.ec.europa.eu/fin-net.

You can also complain to the supervisory authority named in your policy schedule, though it does not decide individual disputes.

14.3 Your right to go to court

Using our complaints procedure or an ombudsman doesn't affect your right to take legal action. As a consumer, you can bring proceedings in the courts of the country where you live.

14.4 Guarantee scheme

If we were unable to meet our obligations, third parties injured by your car would be compensated by the national motor guarantee fund. For other claims, you may be protected by a national insurance guarantee scheme, depending on the country and the type of claim.

15

Data protection

We use your personal data to provide your insurance and handle claims, in line with the EU General Data Protection Regulation (GDPR); our full privacy notice is available in the Apex app and on our website.

15.1 Who is responsible

Apex Insurance is the controller of your personal data. You can contact our Data Protection Officer through the Apex app or at the address in our privacy notice.

15.2 What we collect

Category	Examples
Identity and contact	Name, date of birth, address, email, phone
Driving information	Licence details, driving experience, claims and conviction history, no-claims bonus
Vehicle information	Registration, make, model, value, modifications, where kept, usage
Financial	Bank account or card details for payments and claims
Claims	Accident details, photos, statements, repair estimates, police reports
Health	Information about injuries or medical conditions, only where needed for a claim or for driver personal accident cover
Criminal offence data	Motoring convictions, and information about suspected fraud, where the law allows
Telematics	Driving data from an app or device, only if you choose a telematics product

We collect data from you, people insured under your policy, other insurers, claims history databases, credit reference and fraud prevention agencies, vehicle and licensing registries, repairers, assessors, witnesses, the police and public sources. If you give us information about another person, such as a named driver, please make sure they know and share this notice with them.

15.3 Why we use it, and our legal basis

Purpose	Legal basis under GDPR
Quoting, setting up and managing your policy	Performance of a contract (Article 6(1)(b))
Handling claims and recoveries	Performance of a contract; legal obligation; legitimate interests
Health data for claims and personal accident cover	Establishing or defending legal claims, or your explicit consent where required (Article 9)
Preventing and detecting fraud	Legitimate interests; legal obligation
Meeting regulatory, tax, sanctions and anti-money laundering duties	Legal obligation (Article 6(1)©)
Pricing, analysis and product improvement	Legitimate interests
Marketing	Your consent, or legitimate interests where allowed; you can opt out at any time

15.4 Automated decisions

We use automated systems to price your policy and to help detect fraud. These can affect whether we offer cover and at what price. You can ask for a person to review a decision, give your point of view and contest the decision.

15.5 Who we share it with

We share data, only as necessary, with: intermediaries; reinsurers; claims handlers, assessors, repairers, hire and assistance partners; lawyers and experts; other insurers and their claims representatives; national information centres and guarantee funds; fraud prevention and claims history databases; payment providers; IT service providers; regulators, tax authorities, courts and the police.

15.6 Transfers outside the EEA

Some of our service providers are located outside the EEA. We only transfer data where the destination has an EU adequacy decision, or where we use safeguards approved by the European Commission, such as standard contractual clauses.

15.7 How long we keep it

We keep policy and claims data for as long as needed for the purposes above, and then for the period required by law or needed to deal with possible legal claims, usually 10 years after your policy or claim ends. Quote data for policies you don't buy is kept for 1 year. Bodily injury claims data may be kept longer, as such claims can be brought many years later.

15.8 Your rights

You have the right to: access your data; correct it; have it erased; restrict or object to its use, including for direct marketing; receive it in a portable format; and withdraw your consent at any time where we rely on it. Contact our DPO to use your rights. You can also complain to the data protection authority in the country where you live or work, or where an alleged breach took place.

16 Other legal terms

16.1 Sanctions

We won't provide cover, pay a claim or provide any benefit if doing so would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, any EU member state, the United Kingdom or the United States of America, to the extent they apply to us.

16.2 Governing law and jurisdiction

This policy is governed by the law of the country where your car is registered, subject to any mandatory rules of the country where you live or where the risk is located. Under EU law, if you are a consumer you can always bring proceedings in the courts of the country where you live, and we can only bring proceedings against you there.

16.3 Language

We will communicate with you in English throughout the life of your policy, or in the official language of the country where you live if you ask us.

16.4 Limitation periods

Claims under this policy must be brought within the time limits set by the law that governs it. In some countries these are short, for example two years from the event giving rise to the claim. Please tell us about any incident promptly.

16.5 Assigning your rights

You can't transfer your rights under this policy to anyone else without our written agreement, which we won't unreasonably withhold. This doesn't affect the rights of a finance provider noted in your schedule, or of a third party claiming directly against us.

16.6 Third party rights

Apart from injured people who can claim directly against us under EU law, no one other than you and us has any right to enforce the terms of this policy.

16.7 Other insurance

If you have other insurance covering the same loss, we pay only our share, unless this policy provides the compulsory liability cover required by law.

16.8 Authorised representative

You may nominate someone, such as a partner or relative, to discuss and manage your policy for you. Tell us their name and contact details. They will be able to make changes and claims as if they were you, until you tell us otherwise.

16.9 Accessibility

This document is available in large print, braille and audio formats on request. If you have a disability or other circumstances that make dealing with us difficult, tell us and we'll make reasonable adjustments.

16.10 Conduct of others

If a claim isn't covered because of something done by another person insured under your policy, we may still help you where there is evidence of domestic abuse, coercion, or mental illness, or where your cover was changed or cancelled maliciously by someone else. Any help is at our discretion; it doesn't apply to liability claims and doesn't create a legal right.

17 Definitions

These words have the following meanings wherever they appear in this policy.

Word	Meaning
Accident, accidental	A sudden, unexpected and unintended event caused by an external force.
Agreed value	The amount we agree with you that your car is insured for, as shown in your schedule. Applies to Comprehensive.
Authorised driver	Anyone allowed by you to drive your car who holds a valid licence and meets the driver conditions in your schedule.
Breakdown	An electrical or mechanical failure, or another event listed in section 8.1, that stops your car from being driven safely.
Business use	Use of your car in connection with a trade, profession or business, other than commuting, as shown in your schedule. Excludes carrying passengers or goods for payment.
Car	The vehicle shown in your schedule, including the items listed in section 5.1.
Car sharing	Renting your car to other people for payment, including through peer-to-peer platforms.
Claims representative	A representative that every EU motor insurer must appoint in each other EU country to handle claims from accidents abroad.
European Accident Statement	The standard form recognised across Europe for recording the facts of a road accident.
Excess	The part of a claim you pay yourself, as shown in your schedule.
Green Card	The international certificate of motor insurance issued under the Green Card system.
Incident	One event, or a series of events arising from the same cause.
IPID	Insurance Product Information Document, the standard EU summary of this product.
Market value	The cost of buying a car of the same make, model, age, mileage, specification and condition as yours immediately before the loss. Applies to Comprehensive Essentials.

Word	Meaning
Natural event	Storm, hail, flood, landslide, rockfall, avalanche, snow load, earthquake or volcanic eruption, as described in section 5.5.
Period of insurance	The period shown in your schedule for which you have paid or agreed to pay the premium.
Personal belongings	Items normally worn or carried by a person, as described in section 7.9.
Policy	Your contract with us, made up of the documents listed in section 1.2.
Private use	Social, domestic and leisure use, including commuting to a permanent place of work. Excludes business use, car sharing, rideshare and delivery.
Rideshare	Carrying passengers for payment, including through an app-based service.
Schedule	The document specific to you that shows your car, drivers, cover level, limits, excesses, premium and optional covers. The most recent version applies.
Territorial limits	The countries listed in section 3.4.
Third party	Anyone other than you, the driver or another person insured under your policy.
Total loss	Where your car can't be repaired safely or economically, or is stolen and not recovered, as described in section 6.5.
We, us, our, Apex	Apex Insurance, the insurer named in your policy schedule.
You, your	The policyholder named in your schedule and, where the context allows, any authorised driver.

Need help?

We're here day and night. Your phone numbers and policy details are in the Apex app and your policy schedule.

Make a claim

24 hours a day in the Apex app, your online account or by phone.

Roadside assistance

24 hours a day across Europe. Request help in the app or call us.

Emergencies

Call 112 from anywhere in the EU if anyone is hurt or in danger.

Questions and changes

Update your car, drivers or address any time in the app.