



# MINI FLEET

Policy





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## Claims Helplines

(available 24 hours a day, 365 days a year)

Claims Service	<b>0345 300 4006</b>
Claims Service for Accidents Abroad	<b>+44 (0) 330 102 4115</b>
Windscreen Replacement	<b>0800 783 4695</b>
Legal Assistance Helpline	<b>01455 251500</b>
Breakdown Assistance (if covered)	<b>0330 102 4203</b>
European Assistance (if covered)	<b>+44 (0) 345 678 2787</b>

(for your protection, telephone calls may be recorded and monitored)

## Claims Service

During office hours (09.00-17.00 Monday to Friday, excluding bank holidays), the claims helpline can be used to register your claim, and request recovery and replacement vehicle services.

At any other time, the claims helpline can be used to request recovery services for you or your vehicle. Our service provider can ask you for details of your claim to enable us to contact you during office hours.

## Windscreen Replacement

If you who have selected Comprehensive cover, you can take advantage of our priority service. We will repair or replace your windscreen anywhere in the country without affecting your no claim discount. If you have selected Third Party Fire & Theft cover you can benefit from this service at a discounted rate.

## Legal Assistance

Immediate and confidential access by phone to a team of legal consultants who will give you advice and guidance on any motor-related matter.

## Breakdown Assistance

If you have selected Breakdown cover we have helplines to deal with various incidents from your motor vehicle breaking down to accidentally locking your keys in your motor vehicle.

# What you should do in the event of an accident or theft

Naturally, we hope you don't have an accident, but if you do, you may find the following advice useful:

- 1 People are more important than property and your first priority should be to check whether anybody is injured and attend to them, seeking medical help if necessary.
- 2 Always stop if you are involved in an accident and exchange the following information:
  - Names and addresses (including those of any eye witnesses)
  - Insurance companies and addresses (including policy numbers if known)
  - Vehicle registration numbers.
- 3 Do not admit you are to blame or offer any payment.
- 4 Draw a diagram of the accident scene. This should include the position of the vehicles before, and after the accident, the road layout, any obstructions to your or other road users' vision, the position of any witnesses and anything else which could be relevant to the cause of the accident e.g. speeds and distances involved, or the weather conditions.
- 5 IF ANYONE IS INJURED you must produce your Certificate of Motor Insurance to the Police or to anyone who has reasonable grounds for requiring it. If you can't do this at the scene of the accident you must produce it and report the accident to the Police within 24 hours.
- 6 In an Emergency, phone our 24 hour Claims Service.
- 7 In other circumstances, phone our 24 hour Claims Service Helpline or your Broker/ Insurance Adviser as soon as possible after an accident.
- 8 If you receive any letters or documents about the accident, please send them unanswered to us.
- 9 In the event of theft of your vehicle, you must report the incident to the Police and obtain a crime reference number as soon as possible and phone ourselves, your Broker or usual Insurance Adviser.

# What our Claims Helpline and Priority Repairers have to offer

## In an emergency...

If your vehicle is either stolen, or immobilised/unroadworthy (incapable of movement or illegal to use on a public highway due to its damaged condition) due to an accident, fire, attempted theft or vandalism, we have arranged the following services:

- 24hr Accident Recovery Service
- 48hr Replacement Vehicle for Cars and Goods Carrying Vehicles up to 3.5 tonnes gross weight (within the UK only)

(to be eligible for the replacement vehicle, the driver must be 18-80 years old with a full licence if you have Comprehensive cover, or 21-80 years old with a full licence if you have Third Party, Fire and Theft cover).

All you have to do is call the 24 hour Claims Service Helpline on **0345 300 4006**.

Our service provider usually arrives within an hour of initial contact and will be on hand to transport you and your passengers to your home or intended single destination within the UK, up to a maximum distance of 50 miles from the recovery location. If they are unable to arrange transport, our Service Provider will arrange overnight accommodation. Providing your vehicle is repairable, our service provider will then take your vehicle to your nearest recommended repairer to be assessed.

To help keep your business on the road, we will arrange for you to have a Replacement Vehicle for 48 hours, offering you a choice of appropriate vehicles, subject to availability. Please note this is not a courtesy vehicle and so is not available when a roadworthy vehicle is in for repair.

## If your vehicle is damaged but roadworthy

Our Claims Service Team will provide advice and assistance to help you get your vehicle back on the road as quickly as possible and repaired to your complete satisfaction.

We take pride in the claims service we offer to our customers. Where your policy provides cover for damage to your vehicle we have a network of recommended repairers.

If you use one of our recommended repairers we will:

- collect your damaged vehicle free of charge
- commence the repair process as soon as your vehicle arrives on the premises
- provide a lifetime guarantee on all repairs – safeguarding any existing warranty you may have
- if repairable, fix your vehicle, clean it inside and out, and deliver it back to you
- provide a temporary hire car (Class A vehicle supplied, for example, a small 3 door hatchback) or goods carrying vehicle (under 3.5T, although we are able to offer priority access to our supplier's extensive hire fleet of large goods vehicles) at no extra charge if you have Comprehensive cover
- provide insurance for the temporary hire vehicle provided whilst yours is being repaired.

Any temporary hire vehicle provided by us is intended to keep you mobile whilst the repairs are carried out and is not meant to be equivalent in terms of the size, type, value or status of your vehicle.

We will not be able to provide a temporary hire vehicle if you are involved in an incident whilst abroad.

If you chose not to use one of our recommended repairers, it will not affect your right to claim. However we may not be able to arrange any of the above benefits.

We will:

- require a written estimate which we must approve prior to repairs commencing
- require the damage to be assessed by one of our own engineers
- not guarantee any repair even though we may pay for those repairs directly.

In the event of a claim, please call **0345 300 4006** to access our recommended repairers.

# How to use the RSA Windscreen Repair/ Replacement Service

A shattered windscreen can be both inconvenient and expensive to replace. Therefore we have negotiated a priority service with a glass replacement provider for customers who have chosen COMPREHENSIVE cover. A glass replacement provider will repair or replace your windscreen anywhere in the country, 24 hours a day, 365 days a year.

If your windscreen is fitted with an Advanced Driver Assistance System, our glass replacement provider will reset this, at no additional cost, as part of the windscreen replacement service and as a condition of your policy.

In the event of an emergency simply call them on the FREEPHONE number below.

If your windscreen needs replacing you will be responsible for the Windscreen Excess shown in the Schedule and VAT (if you are registered), all other costs will be charged direct to us. **If the windscreen can be repaired the Excess is waived** and you will only be responsible for VAT (if you are registered).

Whether at the roadside or with our glass replacement provider, please remember to produce your current Certificate of Motor Insurance.

The use of any other windscreen supplier will not affect your right to claim.

If you have THIRD PARTY FIRE & THEFT or THIRD PARTY cover or have opted to exclude Windscreen cover for any other reason, you can still use the 24 hour priority glass replacement service but you will have to pay the full cost of any glass replacement. However, as an RSA customer you will be entitled to discounted prices. Simply show your RSA Certificate of Motor Insurance to obtain your discount.

**RSA – Freephone 0800 783 4695**



# How do you make your vehicle more secure?

With vehicle crime escalating, even in more rural areas, it has become increasingly important to protect your vehicle.

We have therefore compiled a list of simple measures which you can take to reduce the risk of vehicle crime:

- Always lock your doors and shut the windows whenever you leave your vehicle, even if it is on your own driveway or in your garage. Don't forget to lock your garage as well. A few seconds is all it takes for a thief to steal your vehicle.
  - Always take care where you park. If you have a garage at home – use it. When you are away from home try to use secure car parks. If this isn't possible, avoid leaving it in back streets or quiet areas because these are ideal working conditions for a thief. If you have to leave your vehicle outside at night always try and park it in a well lit and busy area.
  - Don't leave items in view when you leave your vehicle unattended. Always keep them away out of sight e.g. in a glove compartment or under a seat. Even when you are in the vehicle consider these precautions as it has been known for thieves to reach through passenger windows to steal items when the vehicle is stationary. If you have a removable radio don't forget to take it with you when you leave your vehicle. If the radio is permanently fixed consider getting it security coded.
  - Don't forget to remove all keys from your vehicle. Never leave your key in the ignition when the vehicle is unoccupied e.g. at a petrol station, even if it is only for a few seconds.
- Many vehicles are stolen after the keys have been stolen. Avoid leaving your jacket or coat unattended with your keys in the pocket, even for a few seconds. Avoid leaving your keys in your business premises or in the home where they could easily be seen by an intruder or where they could be stolen through your letterbox.
  - Consider fitting even the most basic physical security measures e.g. a steering wheel or handbrake locking device will deter thieves. Better still consider fitting an engine immobilisation system, alarm system or both.

While the above won't necessarily prevent theft, it will reduce the chance of it happening to you.

# What to do if you are taking your vehicle abroad

Your Mini Fleet policy provides you with the same level of cover that you enjoy in the British Isles whilst visiting the following destinations:

All EU countries and in Liechtenstein, Norway, Iceland, Switzerland, Serbia and Andorra.

A charge will be made if you take your vehicle to any other countries not specified above - please contact your Broker, Insurance Adviser or ourselves in these instances.

You should take with you your Certificate of Motor Insurance, copy of your Policy and current Schedule. In addition you should contact your insurance adviser to request a Guidance When Driving Abroad leaflet and a European Accident statement.

Whilst Green Cards are not required in EU countries or in Andorra, Iceland, Liechtenstein, Norway, Serbia and Switzerland, we will provide you with a Green Card on request. If you are visiting any other permitted country not specified above, a Green Card will be provided.

**If you have an accident while abroad you can contact us from outside the UK on the following telephone number**

**+44 (0) 330 102 4115** (24 Hours).

## What to do if...

### you change your vehicle

If you change any of your vehicles please notify your Broker or usual Insurance Adviser and we will advise you of any change of premium and send an updated Policy Schedule. We will need to know the make, model, engine type, value, registration number, gross vehicle weight, age and cubic capacity of your new vehicle, and also if you have registered the vehicle in another name.

### you want to change drivers

Your Policy and Certificate of Motor Insurance detail who you have named to drive your vehicle. If you wish to change the names, please contact your Broker or usual Insurance Adviser to enable us to make the necessary alteration.

### you change your business address

Please contact your Broker or Insurance Adviser with full details of your new address including the business postcode as soon as you know them, together with any change in your garaging arrangements. We will then be able to advise you of any change in premium and update your Policy.

### your health changes

To be eligible for this Policy all drivers suffering from any disability/infirmity requiring notification to the DVLA must notify the DVLA and be granted a licence to drive.

### other circumstances change

As a condition of the Policy, you should notify us of any material changes which could influence our assessment of risk. Examples of a material change would be if you or any other named driver have been convicted of a motoring offence, a change in the use of your vehicles, or any modification to the vehicles themselves that may affect performance. This is not an exhaustive list and should you be in any doubt please contact your Broker or usual Insurance Adviser.

# Have you thought about Breakdown cover?

Breakdown cover is an optional cover available for Cars and Goods Carrying Vehicles with a gross vehicle weight not exceeding 7.5 tonnes. Because everyone's driving needs are different, we offer four different levels of cover.

## Roadside Assistance

This is our entry level of service and is ideal if you just intend to drive locally.

- Whether you have run out of petrol, have a flat tyre or break down mid-journey we are here to help – as long as you are over one mile from your home address.
- We will make every attempt to repair your vehicle on the spot.
- If your vehicle cannot be repaired on the roadside, we will take your vehicle and all passengers to the nearest garage or one of our recommended repairers.
- If you lock yourself out or lose your keys we will help you get back in.

## Roadside Assistance and Homecall

This gives you protection both on the road and right outside your house and includes all the benefits of Roadside Assistance plus emergency assistance, if you break down at home or within one mile of your home address.

## Roadside Assistance, Recovery and European Assistance

- As well as the benefits of Roadside Assistance, we will take your vehicle home, to a garage or one of our recommended repairers or to your destination.

- If your vehicle needs to be garaged overnight, we will arrange for emergency overnight accommodation for you and your passengers.
- All of the above benefits apply if you are driving abroad.

## Roadside Assistance, Recovery, Homecall and European Assistance

This is our optimum level of cover which combines all of the above levels. This offers you complete worry-free protection wherever you are driving in the UK and abroad.

If you have not already taken advantage of this valuable option, you may wish to include it at renewal time.

## Service Standards

For Breakdown in the UK our service provider usually arrives within an hour of initial contact.

## Ready to help you 24 hours a day

Whatever the problem, whatever the question, we are here to help. For your convenience, we have a number of helplines to deal with everything from your Motor Vehicle breaking down to accidentally locking your keys in your motor vehicle.

**Breakdown Assistance**  
**0330 102 4203**

Open 24 hours

**European Assistance**  
**+44 (0) 345 678 2787**

Open 24 hours

## Guide to the benefits of Breakdown Cover

Benefits	Roadside Assistance	Roadside Assistance & Homecall	Roadside Assistance, Recovery & European Assistance	Roadside Assistance, Recovery, Homecall & European Assistance
Up to one hour's assistance at the roadside	✓	✓	✓	✓
Recovery of your vehicle, driver and up to eight passengers to a local garage	✓	✓	✓	✓
Assistance if you have a flat tyre or flat battery, have run out of fuel or have accidentally put the wrong fuel in your vehicle	✓	✓	✓	✓
Assistance if you break or lose your vehicle keys, or accidentally lock them in your vehicle	✓	✓	✓	✓
Assistance at or within one mile of your home address	✗	✓	✗	✓
Recovery of your vehicle, driver and up to eight passengers to any garage, your destination or home address	✗	✗	✓	✓
Emergency overnight accommodation	✗	✗	✓	✓
Recovery of your van and passengers if the driver is declared medically unfit to drive during the journey	✗	✗	✓	✓
Cost of a standard-class rail ticket to collect your vehicle following repair	✗	✗	✓	✓
Emergency message forwarding to let friends or family know you've broken down	✓	✓	✓	✓
Emergency Assistance in Europe (all benefits listed above apply in Europe)	✗	✗	✓	✓

Please refer to the Schedule for the level of cover and benefits provided by your Policy, and read this Policy wording for any Conditions and Exclusions that may apply.

### Important note:

Onward transportation of goods is not part of the Breakdown service provided.

However, if you require our assistance we will try to help – but this will be at your own expense and over and above the premium you have paid for the Breakdown service.

This **Policy** is a contract between **You** and **Us**.

This **Policy**, the **Schedule**, and the **Certificate of Motor Insurance** should be read as if they are one document.

**Our** acceptance of this risk is based on the information presented to **Us** being a fair presentation of **Your** business including any unusual or special circumstances which increase the risk and any particular concerns which have led **You** to seek insurance. Any reference to the singular will include the plural or vice versa. Any reference to any statute or statutory instrument will include any modifications or re-enactment thereto. Any heading in this **Policy** is for ease of reference only and does not affect its interpretation. **We** will provide the insurance described in this **policy** (subject to the terms set out herein) for the **Period of Insurance** shown in the **Schedule** and any subsequent period for which **You** shall pay and **We** shall agree to accept the premium.

# Section 1 – Loss or Damage to the Motor Vehicle

## What is covered

### 1 Comprehensive

Where the Level of Cover shown in **Your Schedule** is Comprehensive **We** cover

Loss of or damage to the **Motor Vehicle** including

- A) **Audio, Visual, Navigation and Communication Equipment**
- B) a **Trailer** if specified in the **Schedule**
- C) the windscreen and windows of the **Motor Vehicle**.

or

### 2 Fire and Theft

Where the Level of Cover shown in **Your Schedule** is Third Party Fire and Theft **We** cover

Loss of or damage caused by fire, lightning, explosion and **Theft** to the **Motor Vehicle** including

- A) **Audio, Visual, Navigation and Communication Equipment**
- B) a **Trailer** if specified in the **Schedule**
- C) the windscreen and windows of the **Motor Vehicle**.

## What is not covered

### 1 Accidental Damage Excess

The Total Accidental Damage **Excess** shown in the **Schedule**

except in respect of loss or damage

- A) caused by fire, lightning, explosion or **Theft**
- B) to the windscreen including windows where this is the only damage to the **Motor Vehicle** other than scratching of bodywork resulting from the breakage
- C) whilst the **Motor Vehicle** is in the custody of a **Defined Organisation**.

### 2 Young or Inexperienced Driver Excess

The additional **Excess** shown in the **Schedule** for young or inexperienced drivers if the **Motor Vehicle** is being driven by or is in the charge of a person who is

- under 21 years of age
- under 25 years but not under 21 years of age
- 25 years of age or over but holds a provisional licence or has held a full licence to drive a **Motor Vehicle** for less than 12 months

## What is covered

## What is not covered

except in respect of loss or damage

- A) caused by fire, lightning, explosion or **Theft**
- B) to the windscreen including windows where this is the only damage to the **Motor Vehicle** other than scratching of bodywork resulting from the breakage
- C) whilst the **Motor Vehicle** is in the custody of a **Defined Organisation**.

### 3 **Theft Excess**

The **Excess** shown in the **Schedule** for loss or damage caused by **Theft**

except in respect of loss or damage

- A) to the windscreen including windows where this is the only damage to the **Motor Vehicle** other than scratching of bodywork resulting from the breakage
- B) occurring within a private locked garage
- C) occurring as a result of the **Motor Vehicle** being taken from a private locked garage.

### 4 **Trailer Theft Excess**

An **Excess** of £250 in respect of loss or damage to a detached **Trailer** caused by **Theft** unless this occurs as a result of the **Trailer** being taken from a locked garage or building.

### 5 **Windscreen and Window Glass Excess**

The Windscreen or Window Glass **Excess** shown in the **Schedule** in respect of

- A) replacement (but not repair) of glass in the windscreen or windows of the **Motor Vehicle**
- B) repairs to the bodywork resulting from breakage of the windscreen or windows.

### 6 In respect of **Audio, Visual, Navigation and Communication Equipment** any amount in excess of the **Limit of Liability** shown in the **Schedule**.



# Extensions to Cover

## SECTION 1 ALSO COVERS

### What is covered

#### 1 Recovery and Redelivery of the Motor Vehicle

Provided the loss or damage is covered under **Your Policy**, **We** will pay the reasonable cost of

- A) protection of the **Motor Vehicle** and its removal, if it cannot be driven, to the nearest repairer
- B) delivery of the **Motor Vehicle** after its repair or recovery to **Your** address in the **British Isles**.

#### 2 Replacement Locks

If the **Vehicle Keys** of **Your Motor Vehicle** are lost or stolen **We** will pay the cost of

- A) replacing the door locks including boot lock
- B) replacing the ignition/steering lock
- C) replacing the lock transmitter and central locking interface
- D) re-coding or if necessary replacing the alarm system.

#### 3 New Vehicle Cover

If **Your Schedule** shows the Level of Cover as Comprehensive and the **Motor Vehicle** is less than one year old from the date of the initial registration at the time when it is

- A) totally destroyed or
- B) lost and not recovered or
- C) damaged and the cost of repair would exceed 60% of its **Current List Price** immediately before the accident
  - i) **We** will pay for or provide a new replacement vehicle of the same make and model provided the **Motor Vehicle** was purchased new by **You** and belongs to **You** or is supplied to **You** under a hire purchase agreement and a new vehicle of the same make and model is currently available for sale in the **British Isles**; or

### What is not covered

- 1 Any amount in excess of the **Limit of Liability** for Replacement of Locks shown in the **Schedule**.

- 1 Any **Motor Vehicle** other than **Cars** or **Goods Carrying Vehicles**.

## What is covered

- ii) **We** will pay the **Market Value** immediately prior to the loss or damage or the cost to settle the outstanding hire or lease amount whichever is greater provided the vehicle is held by **You** from new under a leasing or contract hire agreement.

## What is not covered

### SECTION 1 ALSO DOES NOT COVER

- 1 Loss of value following repair or depreciation.
- 2 Loss of use
- 3 Wear and tear
- 4 Loss or damage caused by mechanical, electrical, electronic or computer failure, breakdowns or breakages.
- 5 Damage to tyres caused by braking or by punctures, cuts or bursts.
- 6 Loss or damage due to the **Theft** of the **Motor Vehicle** if:  
It is unlocked, or  
The windows or sunroof are open, or  
The removable roof panel, convertible roof or hood is not fitted and secured in the upright position at the time of loss, or  
It has been left unattended and unlocked with the **Vehicle Keys** in or on the vehicle
- 7 Loss or **Theft** of portable satellite navigation systems when the **Motor Vehicle** is left unattended or unoccupied unless they are stored out of sight in a locked boot or locked glove compartment.
- 8 Mobile telephones or other communication equipment not permanently fitted in nor designed solely for use in the **Motor Vehicle**.
- 9 Loss or damage arising in connection with the operation as a tool of such vehicle or of plant attached to or forming part of it.
- 10 Loss by deception.
- 11 Loss or damage caused by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speed.

## Loss or Damage to the Motor Vehicle – how We settle claims

Provided the loss or damage is covered under **Your Policy We** will settle **Your** claim as explained below, subject to any **Policy** limits and any applicable **Excess**.

Following loss of or damage to the **Motor Vehicle**

- 1 **We** will authorise repair or pay for repair to the damage where repair can be economically made. Where **We** have offered repair but **You** prefer a cash settlement, **We** will pay **You** an amount equal to the amount which **We** would have paid had the repair been made.
- 2 Where the **Motor Vehicle** is lost and not recovered or where repair cannot be economically made, **We** will pay the cost of replacing the **Motor Vehicle** with a vehicle of the same **Market Value**.

### Electric Vehicles

Following loss or damage to the **Motor Vehicle We** may be required to make **Our** payment to the owner of the battery, or batteries, if the battery is leased or hired.

### The most We will pay

- 1 In respect of the **Motor Vehicle** the most **We** will pay is  
 the **Market Value**  
 or as otherwise detailed in Extensions to Cover,  
 3 - New Vehicle Cover if applicable.

- 2 In respect of **Audio, Visual, Navigation and Communication Equipment** the most **We** will pay is
  - A) the **Market Value** for equipment fitted by the manufacturer as part of the vehicle's original specification at first registration
  - or
  - B) the **Limit of Liability** shown in the **Schedule** for equipment not fitted by the manufacturer as part of the vehicle's original specification at first registration.

## Other considerations when settling any claims under this Section

### Hiring and Other Agreements

If **We** know that the **Motor Vehicle** is the subject of

- 1 a hire purchase agreement or
- 2 a vehicle leasing agreement or
- 3 any other agreement

**We** will pay:

- i) the person or
- ii) the organisation

requiring payment under the terms of the agreement and their receipt of the payment will be a discharge of any claim under this Section.

# Section 2 – Liability to Third Parties

## What is covered

### 1 A) Your Legal Liabilities

We will cover You in respect of legal liabilities which You incur in respect of

- i) death of or bodily injury to any persons (including passengers)
- ii) loss of or damage to material property up to the **Limit of Liability** shown in the **Schedule** for any one claim or number of claims arising out of one cause
- iii) stoppage of or interference with pedestrian, vehicular, rail, air or waterborne traffic or escape or discharge of any substance or gas up to £1,000,000 for any one claim or number of claims arising out of one cause

in connection with the use of the **Motor Vehicle** (including loading and unloading) or an attached **Trailer**

- iv) a **Replacement Vehicle** which is being used or driven in the **British Isles** or Republic of Ireland but only where there is no other insurance in place to cover the same liability.

### B) Your Legal Fees, Costs and Expenses

We will cover You in respect of claims under 1 A) above for

- i) solicitors' fees for representation at any
  - a) Coroner's Inquest or
  - b) Fatal Inquiry or
  - c) **Court of Summary Jurisdiction**
- ii) the costs of defence against a charge of
  - a) manslaughter or
  - b) causing death by dangerous driving
- iii) other legal fees, costs and expenses incurred with **Our** written consent.

## What is not covered

## What is covered

### 2 Cover for Other People

**We** will cover the following people for legal liabilities to others in the same way that **We** cover **You** under 1 A) and B) above

- A) any **Permitted Driver**
- B) any passenger in the **Motor Vehicle**
- C)
  - i) any principal with whom **You** have an agreement
  - ii) any hirer of the **Motor Vehicle** other than under a hire purchase agreement
- D) the legal personal representatives of any person entitled to indemnity under this Section in respect of liability incurred by that person.

### 3 Cover for Employees' Vehicles

**We** will indemnify **You** and no other person in the terms of cover 1 A) above while any vehicle not the property of or provided by **You** is being used in connection with **Your** business by any person in **Your** employ.

### 4 Cover whilst Towing

**We** will provide cover under this Section while the **Motor Vehicle** is being used for the purpose of towing

- A) one disabled mechanically-propelled vehicle
- B) any **Trailer**.

### 5 Emergency Treatment

**We** will cover any **Permitted User** for legal liability for emergency treatment fees.

### 6 Cross Liabilities

If the Policyholder comprises more than one party (which in the case of a partnership includes each individual partner) **We** will cover each party's liability against the other as if the other was not included as a Policyholder.

## What is not covered

- 1 Any legal liability arising from the act, default or neglect of the principal or hirer of the **Motor Vehicle** or their servant or agent.

- 1 Any legal liability which is covered by another policy.

- 2 Any legal liability for loss of or damage to the vehicle.

- 1 Legal liability arising from the towing of any vehicle or **Trailer** for reward.

- 2 Loss or damage to the towed vehicle or **Trailer** or property being conveyed by such vehicle or **Trailer**.

- 3 The **Motor Vehicle** to which any **Trailer** is attached if it is drawing a greater number of trailers than is permitted by law.

## What is covered

## What is not covered

### SECTION 2 ALSO DOES NOT COVER

- 1 The legal liability of any person who is driving unless that person is a **Licence Holder**.
- 2 The legal liability of any person other than the **Permitted Driver** or attendant of the **Motor Vehicle** arising from loading or unloading beyond the limits of any carriageway or thoroughfare.
- 3 The legal liability of any person
  - A) who is not driving but
  - B) who is claiming coverif that person knows that the driver is not a **Licence Holder**.
- 4 The legal liability of any person other than **You** if that person is entitled to cover under any other insurance policy.
- 5 Loss of or damage
  - A) to the **Motor Vehicle** including any vehicle which is being driven under the terms of paragraph ii) of cover 1A)
  - B) to any property which is owned by or in the custody of the person who is making a claim under this Section.
- 6 Death of or bodily injury to any person arising out of and in the course of that person's employment by the person claiming indemnity under this Section except as required by any relevant road traffic legislation.
- 7 Any legal liability, except as required by any relevant road traffic legislation, which arises from the use of any vehicle which **We** cover under this Section while it is on any part of any commercial or military airport or airfield used for
  - A) the take-off, landing or movement of aircraft on the ground
  - B) aircraft parking, including any associated service roads, refuelling areas, ground equipment parking areas, aprons, maintenance areas and hangars.

## What is covered

## What is not covered

- 8 Liabilities arising out of **Trailers** detached from the **Motor Vehicle** unless the **Trailer** is specified in the **Schedule**.
- 9 Liabilities arising out of an attached **Trailer** if the **Motor Vehicle** is drawing a greater number of **Trailers** than is permitted by law.
- 10 Liabilities arising out of the use of an unspecified **Trailer** as a tool except as required by any relevant road traffic legislation.
- 11 Any consequence of **Terrorism** except as required by any relevant road traffic legislation. If **We** are required to indemnify **You** for legal liability incurred in respect of **Terrorism** within the terms of any road traffic legislation for loss or damage to material **Our** limit of liability shall not exceed
  - a) the amount shown in **Your Schedule** or
  - b) such greater sum as may be required by any road traffic legislation in the country in which the insured event occurs

in respect of any one claim or number of claims arising from one cause in connection with the use of the **Motor Vehicle**
- 12 Liability arising out of the operation as a tool of the **Motor Vehicle** or attached plant.
- 13 Any liability which results solely from an agreement.
- 14 for liability arising from the carriage of dangerous goods as referred to in any legislation and related regulations, governing the carriage of dangerous goods by road, except as is required by any road traffic legislation.

## Section 3 – Driving Abroad

### What is covered

#### 1 Standard Cover

**We** provide cover to the same level that **You** enjoy in the **British Isles** whilst visiting the following destinations:

All EU countries and in Liechtenstein, Norway, Iceland, Switzerland, Serbia and Andorra.

#### 2 Extension of Cover

For countries not specified within Standard Cover above where **You** have requested the cover in advance of leaving the UK and **You** have

- i) provided **Us** with details of the **Motor Vehicle(s)** to be covered
- ii) provided **Us** with details of the countries to be visited
- iii) provided **Us** with details of who will drive
- iv) paid an additional premium

and **We** agree

**We** will extend the cover provided by Sections 1 and Section 2 to apply whilst the **Motor Vehicle** and attached **Trailer** is temporarily outside the **Territorial Limits** of the **Policy** in the countries shown in **Your Schedule**.

#### 3 Other Charges

If **Your** cover has been extended under 2, Extension of Cover, above **We** will pay the enforced payment of customs duty that **You** must pay as a direct result of loss or damage covered by **Your Policy**.

**We** will also cover **You** against general average, contribution, salvage and sue and labour charges arising from the transportation of **Your Motor Vehicle** by sea between any countries to which this insurance applies.

### What is not covered



## Section 4 – Other Clauses

### What is covered

#### 1 Car Sharing

The receipt of contributions as part of a car sharing agreement for social or other similar purposes in respect of the carriage of passengers on a journey in the **Motor Vehicle** will not be regarded as constituting the carriage of passengers for hire or reward or use of the **Motor Vehicle** for hiring

provided that

- A) the **Motor Vehicle** is not constructed or adapted to carry more than eight passengers excluding the driver
- B) the passengers are not being carried in the course of a business of carrying passengers
- C) the total contributions received for the journey do not involve an element of profit.

#### 2 Personal Effects

Provided that **Your Schedule** shows the Level of Cover as Comprehensive, if personal clothing or effects are lost or destroyed by fire, **Theft** or accident while in or on the **Motor Vehicle We** will pay **You** or, if **You** so wish the owner of the property, in cash to the value of loss or damage.

### What is not covered

- 1 Any amount in excess of the **Limit of Liability** shown in the **Schedule**.
- 2 Money, stamps, tickets, documents or securities.
- 3 Business stock or equipment used for business purposes.
- 4 **Theft** of any property
  - A) carried in a cabriolet, convertible or open car unless kept in a locked boot or locked glove compartment
  - B) from a pickup truck unless stolen from the cab of the **Motor Vehicle**
  - C) from a forklift.

## What is covered

### 3 Medical Expenses

Provided that **Your Schedule** shows the Level of Cover as Comprehensive **We** will, at **Your** request, pay medical expenses for each occupant of the **Motor Vehicle** who sustains bodily injury as a direct result of an insured incident.

### 4 Personal Accident

Provided that **Your Schedule** shows the Level of Cover as Comprehensive **We** will pay the following benefits to the driver of the **Motor Vehicle** (or the driver's legal personal representative) if the driver while in or getting into or out of the **Motor Vehicle** sustains bodily injury by accidental, external, violent and visible means which independently of any other cause within three months of the accident results in

- A) death
- B) complete and permanent loss of sight of any eye
- C) loss by severance of a limb at or above the wrist or ankle.

### 5 Tools in Transit

Provided that the Level of Cover on **Your Schedule** is shown as Comprehensive, if **Tools** are lost or damaged by fire, **Theft** or accident while in or on the **Motor Vehicle** **We** will pay **You**, or if **You** so wish the owner of the property, in cash to the value of loss or damage.

## What is not covered

1 Any amount in excess of the **Limit of Liability** shown in the **Schedule** in respect of each injured person.

1 Any amount in excess of the **Limit of Liability** per benefit shown in the **Schedule**.

2 Any amount in excess of the **Limit of Liability** any one incident shown in the **Schedule**.

3 Any person aged seventy-five years or over.

4 Any accident in connection with which the driver sustaining the injury fatal or otherwise

A) was convicted under Part 1 of the Road Safety Act 1967 or under Section 6 of the Road Traffic Act 1960 or any similar drink and driving legislation in other territories or any amending legislation

B) was found by a post mortem examination to have a higher level of alcohol in his blood than is prescribed in the Road Safety Act 1967 or similar legislation in other territories or any amending legislation.

1 Any amount in excess of a **Limit of Liability** of £500 per incident.

2 The following items

A) lap-top palm-top or similar portable computer equipment

B) satellite navigation or similar communication equipment

C) mobile cellular WAP or other portable telephone equipment.

3 **Theft** of any property

A) carried in a cabriolet, convertible or open car unless kept in a locked boot or locked glove compartment

B) from a pickup truck unless stolen from the cab of the **Motor Vehicle**

C) from a forklift.

# Additional Exclusions applying to Sections 1 – 4

## WE ALSO DO NOT COVER IN RESPECT OF SECTIONS 1 – 4

### 1 Changes or Additions to the Vehicles to be insured

Any vehicle unless

- A) **We** already have details of this vehicle or
- B) **You** provide **Us** with details of any changes or additions to the vehicle(s) to be insured immediately and **We** accept them and
- C) **We** have issued a **Certificate of Motor Insurance**.

### 2 Use and Driving which We do not cover

Any claim occurring while the **Motor Vehicle** is being

- A) used with **Your** permission but is being driven or used outside the circumstances defined in **Your Certificate of Motor Insurance**
- B) driven by **You** unless **You** are a **Licence Holder**
- C) driven with **Your** permission by any person
  - i) who is not permitted to drive in **Your Certificate of Motor Insurance** or
  - ii) who **You** know is not a **Licence Holder**
- D) driven by or in the charge of any person under 21 years of age unless that person is named in the **Schedule**.
- E) used for criminal purposes
- F) deliberately used to cause harm, loss or damage

Paragraphs A), C) and D) above of this Exclusion do not apply in respect of claims under Section 1 – 'Loss or Damage to the Motor Vehicle' when the **Motor Vehicle** is in the custody of a **Defined Organisation**.

### 3 Rallies, Competitions, Derestricted Toll Roads, and Trials and Track Use

Any cover whilst the **Motor Vehicle** is used:

- A) in a rally
- B) in a competition or
- C) in a motor trial
- D) on a racetrack
- E) on a circuit
- F) on a prepared course
- G) on a derestricted toll road

except in respect of those legal liabilities for which insurance is compulsory under any relevant road traffic legislation.

This exclusion does not apply in respect of any event organised to encourage road safety or a treasure hunt in respect of which

- i) the route does not exceed 100 miles and
- ii) no merit is attached to the competitor's performance while driving except in relation to good road behaviour and compliance with the Highway Code and
- iii) if the event includes driving tests then the driving area must not exceed 100 metres square and tests must not be timed.

### 4 Radioactive Contamination

- A) Loss of or damage to any property
- B) legal liability
- C) expense
- D) bodily injury

- E) any other loss

which is directly or indirectly caused by or arising from or contributed to by

- i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of any nuclear fuel
- ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of it.

## 5 War Risks

- A) Loss of or damage to any property
- B) legal liability
- C) expense
- D) bodily injury
- E) any other loss

which is directly or indirectly caused by or arising from or contributed to by

- i) war, invasion, act of foreign enemy or hostilities (whether war is declared or not)
- ii) civil war, rebellion, revolution, insurrection or military or usurped power

except so far as is necessary to meet the requirements of any relevant road traffic legislation.

## 6 Riot and Civil Commotion

Any consequence of riot or civil commotion occurring in Northern Ireland.

This exclusion does not apply to Section 2 - 'Liability to Third Parties.'

## 7 Pollution

- A) Death of any person
- B) bodily injury to any person or
- C) damage to any property

which is directly or indirectly caused by pollution or contamination unless this pollution or contamination is directly caused by an incident which occurs in its entirety at a specific time and place during the **Period of Insurance** and is

- i) sudden
- ii) identifiable
- iii) unintended and
- iv) unexpected.

All pollution which arises out of one incident will be considered to have occurred at the time when this incident takes place.

**We** will not apply this Exclusion in circumstances where it is necessary to meet the requirements of any relevant road traffic legislation.

# Claims Conditions applying to Sections 1 – 4

## 1 Notification of a Claim

- A) **You** must notify any of the following to **Us** as soon as possible
  - i) any incident which may give rise to a claim
  - ii) civil or criminal proceedings.
- B) If there has been a **Theft You** must tell the Police as soon as possible. **We** may request **You** to provide all details in writing together with any supporting evidence which **We** may reasonably require.
- C) If any of the following documents are served on **You** or any other person in connection with any incident then they must be sent to **Us** as soon as possible
  - i) writs
  - ii) summons
  - iii) other legal documents
  - iv) letters before action
  - v) other correspondence.
- D) **You** must not answer any correspondence without **Our** written consent. **We** will not unreasonably withhold **Our** consent.

## 2 Conduct of the Claim

- A) **You** must give **Us** whatever information or assistance **We** reasonably request.
- B) **You** must not admit, deny, negotiate or promise to pay any claim without **Our** written consent. **We** will not unreasonably withhold **Our** consent.

## 3 Fraudulent or Exaggerated Claims

If **You**, or someone on **Your** behalf, knowingly

- A) makes a false claim
- B) exaggerates the amount of a claim
- C) provides **Us** with false or misleading declarations or statements to support a claim or
- D) provides **Us** with any other false or invalid documents or relies on any fraudulent devices to support a claim

**We** may, at **Our** option, either

- i) decline cover under this insurance **Policy** for the relevant claim
- or
- ii) reduce the claim
- or
- iii) void this insurance **Policy** from the date of the relevant claim.

## 4 Other Insurance

Where a claim is covered under this **Policy**, and this claim is covered by any other insurance, **We** will only pay **Our** share of the claim.

## 5 Exercising Your rights on Your behalf

If **We** or **Our** third party service provider ask, **You** or any other **Permitted User** making a claim must at any time

- A) take or
- B) allow **Us** or **Our** third party service provider to take in **Your** name or the name of the **Permitted User**

all the steps needed to enforce **Your** rights or those of the **Permitted User** against any other person, including the defence or settlement of any claim or the pursuit of a claim in any person's name.

**We** will pay any reasonable costs and expenses involved.

## 6 Access to the Motor Vehicle

**We** will have free access to examine the **Motor Vehicle** at all reasonable times including the review and use of any information held by any **Advanced Driver Assistance System** in or on the **Motor Vehicle** and **We** may request **You** provide us with the contact details for any Third Party controlling or managing such information.

**We** will not release **Your** driving information to the police or any civil authorities unless:

- A) **We** have **Your** permission or
- B) **We** are required to do so by law or
- C) **We** suspect fraud or attempted fraud

Data will only be disclosed to **Our** agents and subcontractors for operational reasons including providing the cover of **Your Policy**.

## 7 Our Right to Recover Payment

If **We** make any payment under this **Policy**

- A) solely because of the requirements of any law

and

- B) which **We** would not have paid under the terms of the **Policy** if that law had not required **Us** to make that payment

**You** will be obliged to repay to **Us** any such payment.

## Section 5 – Legal Assistance Plan

### DEFINITIONS

The words listed below have the following meanings in this section only.

#### Legal Expenses

Legal fees, costs and other expenses:

- i) Which **Your Legal Representative** charges **You** in connection with bringing a claim for **Uninsured Losses**
- ii) Which are incurred by **Your** opponent or other party and which a court has ordered **You** to pay or which **You** have agreed to pay on the advice of **Your Legal Representative** arising from **Legal Proceedings**

#### Legal Proceedings

Civil proceedings arising out of the use of **Your Vehicle** by **You** following a **Motor Accident** within the **British Isles**.

#### Legal Representative

The solicitor or other suitably qualified person of firm appointed by **You** to act on **Your** behalf in respect of a **Motor Accident**.

#### Limit of Indemnity

The maximum amount payable by **Us** in respect of the cover provided as shown in the **Schedule** or **Policy** wording.

#### Motor Accident

An incident which happens when **You** are using **Your Vehicle** during the **Period of Insurance** and within the **British Isles** and which gives rise to **Uninsured Losses**.

#### Reasonable Prospects

Fifty one per cent (51%) or more prospects of successfully receiving money by way of compensation in relation to a **Motor Accident** which was not **Your** fault.

#### Road Traffic Proceedings

Criminal proceedings brought against **You** for any offence under the road traffic laws whilst using **Your Vehicle** within the **British Isles** in relation to a **Motor Accident** (other than those which are already provided for under Section 2 Part B, Your Legal Fees, Costs and Expenses).

#### Uninsured Losses

Bodily injury or death to **You** or other losses and expenses **You** have sustained as a result of a **Motor Accident** which was not **Your** fault and which are recoverable as damages and which are not otherwise paid for under **Your Policy**. Such claims may include accidental loss of or damage to **Your Vehicle**, or property whilst it is in, or attached to, **Your Vehicle** and/or loss of use of **Your Vehicle**.

#### We, Us, Our

Royal & Sun Alliance Insurance plc and anyone **We** may appoint to act on our behalf.

#### You, Your

The policyholder or other person insured to drive **Your Vehicle** according to the **Schedule** and any passenger in **Your Vehicle**, as long as any passenger making a claim has **Your** permission to make such a claim.

#### Your Vehicle

Any **Vehicle** stated in the **Schedule**, any replacement vehicle we arrange for **You** while **Your Vehicle** is being repaired after **You** have claimed under this **Policy**, any other vehicle which **Your Certificate of Motor Insurance** allows you to use in the **British Isles**, or a **Trailer** if **Your** schedule shows that **You** have cover for a **Trailer**. The **Trailer** will be covered whether or not it is attached to **Your Vehicle**.

## What is covered

### A – LEGAL EXPENSES TO RECOVER UNINSURED LOSSES

In the event of a **Motor Accident**, **We** will pay your **Legal Expenses** provided **Your** Legal Representative is of the view that **Your** claim for **Uninsured Losses** or the **Legal Proceedings** have **Reasonable Prospects** of being recovered from the party who caused the **Motor Accident**.

**We** will continue to pay **Your Legal Expenses** as long as **We** remain satisfied that **Your** claim has **Reasonable Prospects** as detailed further at Condition B.

Whether or not **You** are successful **We** will pay the **Legal Expenses** which **Your Legal Representative** reasonably and proportionately charges **You** up to the following maximum amounts for the following categories of claims:

#### 1 Small Claims Track claims

If **Your** claim for **Uninsured Losses** is allocated to or is likely to be allocated to the Small Claims Track (as defined in the Civil Procedure Rules 1998 (as amended from time to time)) **We** will pay **Your Legal Expenses** up to a sum equivalent to:

- i) 25% of the damages recovered (or in the event **You** lose, 25% of the **Uninsured Losses** **You** would have otherwise expected to have recovered), or
- ii) five hundred pounds (£500.00),

whichever is the lower.

The same limits shall apply to the Scottish or Northern Irish equivalent to the Small Claims Track.

## What is not covered

- 1 Any claim in relation to any **Motor Accident** where **You** were at fault.
- 2 Anything which is already covered under **Your Policy** including claims brought by third parties against **You** in relation to any **Motor Accident**, whether **You** were at fault or not.
- 3 Any **Legal Expenses** in relation to claims which **we** do not believe have **Reasonable Prospects** or are not reasonable to pursue (as explained further at Condition B below).
- 4 Any shortfall between **Your Legal Expenses** and the costs recoverable, or that would reasonably be expected to be recoverable from another party, pursuant to the Civil Procedure Rules (or its Scottish or Northern Irish legal equivalent).
- 5 **Legal Expenses** if the claim is reported to **Us** more than 180 days after the **Motor Accident**.
- 6 **Legal Expenses** if the **Motor Accident** occurred before the start of cover under this section.
- 7 **Legal Expenses** incurred before **We** have accepted the claim in writing unless this has been agreed by **Us**.
- 8 Any **Legal Expenses** incurred and/or which **You** have been ordered to or agreed to pay as a result of delays or unreasonable behaviour by **You** or **Your** failure to accept or the late acceptance of any offer to settle, without **Our** permission.
- 9 **Legal Expenses** incurred because **You** have withdrawn from the **Legal Proceedings** without **Our** permission. **We** will be entitled to recover from **You** any amount **We** have paid or have to pay in respect of **Your** claim as a result of this withdrawal.
- 10 **Legal Expenses** payable as a result of any damages based agreement **You** have entered into without **Our** approval to the extent that **Our** liability would be increased by such agreement.



## What is covered

### 2 Claims subject to Fixed Cost rules

If **You** claim for **Uninsured Losses** is subject to fixed cost rules **We** will pay **Your Legal Expenses** up to the fixed cost limits determined by the applicable rules including Rule 45 Civil Procedure Rules 1998 (as amended from time to time).

### 3 All other claims for Uninsured Losses

For all other claims **We** will pay **Your Legal Expenses** on the same principles as applied by the courts when assessing costs to be paid by one person to another on the standard basis. These are defined in England and Wales in Rule 44.4(1)(a) of the Civil Procedure Rules 1998 (as amended from time to time).

**We** will also pay **Legal Expenses** for any category of claim listed above which a court has ordered **You** to pay or which **You** have agreed to pay on the advice of **Your Legal Representative**.

If **Your** claim for **Uninsured Losses** falls under the laws of Scotland or Northern Ireland, the claims for costs and expenses will be restricted to amounts allowed under the equivalent Scottish or Northern Irish laws, rules and practices.

The most **We** will pay for all **Legal Expenses** arising from a claim or series of connected claims is the **Limit of Indemnity** shown in the **Schedule**.

**We** will normally only make payment of **Legal Expenses** after **Your** claim has been finally concluded. **We** will not normally agree to make payment on an interim basis except in exceptional circumstances and subject to **Our** sole discretion. If **We** have paid for any **Legal Expenses** as part of such interim payments which **You** later succeed in recovering from any third party, **We** will be entitled to reimbursement of those expenses.

## What is not covered

- 11 Any claim arising from damage to **Your Vehicle** where such claim is made against **You**.
- 12 The expenses for an expert witness, unless **We** have given prior written permission for the witness to be appointed.
- 13 Any **Legal Expenses** which **You** can claim under another insurance policy or which **You** could have claimed if **You** had kept to the terms of that policy.
- 14 Any claim arising from a malicious act.
- 15 **Legal Expenses** which **You** are able to recover from another person.
- 16 Legal costs and expenses of defending **Road Traffic Proceedings** resulting from offences connected with violent or dishonest conduct.
- 17 **Legal Expenses** of any appeal if **You** are unsuccessful in any **Road Traffic Proceedings**.
- 18 **Legal Expenses** for claims arising from defective repairs, mechanical breakdown or general maintenance of **Your Vehicle**.
- 19 Any costs incurred by **You** or **Your Legal Representative** in providing **Us** with any information or documentation under this **Policy**.

## What is covered

### B – DEFENCE COSTS FOR ROAD TRAFFIC PROCEEDINGS

In the event of a **Motor Accident We** will also pay all costs, expenses and disbursements which **Your Legal Representative** reasonably and proportionately charges **You** to:

- defend **You** under any **Road Traffic Proceedings**, or
- represent **You** if **You** have pleaded guilty in respect of any **Road Traffic Proceedings**, if a conviction may result in **You** being disqualified or suspended from driving.

except that **We** will not pay more than the value of the sum shown in **Your Schedule** in relation to **Road Traffic Proceedings** arising from one prosecution or a series of connected prosecutions.

### C – LEGAL REPRESENTATION

**You** are free to appoint **Your** own **Legal Representative**.

**We** have chosen a panel of legal firms to provide legal services to **Our** customers. There is nothing in **Our** relationship with **Our** panel firms which affects their ability to act in **Your** best interests, but **You** are not obliged to appoint **Your Legal Representative** from **Our** panel if **You** do not wish to.

Regardless of who **You** appoint as **Your Legal Representative**, **We** will only provide cover in accordance with the terms of this **Policy**. **You** may agree to pay any additional fees required by the **Legal Representative** above the amount **We** will cover, but these will be your responsibility only. On this basis, **We** recommend that **You** clarify how fees will be charged before **You** instruct the proposed **Legal Representative** and inform **Us** of any agreement reached between **You** and the chosen **Legal Representative**.

## What is not covered

## Section 5 – Legal Assistance Plan – Conditions

### A. CONTROL OF CLAIMS

**You** are free to appoint **Your** own **Legal Representative** as stated at **Part C, Legal Representation**.

**You** must:

- keep **Us** informed of any developments relating to **You** or **Your** claim as soon as possible after **You** find out about them;
- follow **Your Legal Representative's** advice;
- not start, defend, stop or withdraw from **Legal Proceedings** without **Our** agreement;
- give **Your Legal Representative** information and instructions as requested by them or **Us**.

**We** will have direct access to **Your Legal Representatives** at all times and **We** may see any information, documents or evidence **You** or **Your Legal Representatives** have.

**Your Legal Representatives** will provide **Us** with whatever updates **We** require to enable **Us** to monitor compliance with the policy terms. They will also give **Us** an up to date assessment of the merits of the claim.

If in any **Legal Proceedings** **Your** claim is not successful and **You** want to appeal, **You** must write and tell **Us** and **Your Legal Representatives** no later than:

- 14 days before the time for making an appeal ends; or
- as soon as possible if the time period during which you may make an appeal is 14 days or less.

**We** will cover **Your Legal Expenses** for the appeal if **We** agree with **Your Legal Representative** that **Your** appeal has **Reasonable Prospects** and it is reasonable to pursue (as set out more fully at Condition B, below).

### B. REASONABLE PROSPECT OF SUCCESS AND REASONABLENESS TO PURSUE IN CIVIL CASES

**We** will continue to pay **Your Legal Expenses** so long as **We** remain satisfied that:

- i) **Your** claim has **Reasonable Prospects**; and
- ii) it remains reasonable to fund **Your** claim.

In determining whether it remains reasonable to fund **Your** claim, **We** will consider whether a person without legal expenses insurance but with available funds, would continue to fund the case themselves taking account of the likely financial compensation available from the claim compared to the legal costs to be incurred in obtaining that compensation.

**We** will also take into account the legal opinion provided by **Your Legal Representatives** in reaching **Our** decision.

If **Your Legal Representative** is not of the view that **Your** claim has **Reasonable Prospects**, **We** will on **Your** request pay **Your Legal Expenses** for the circumstances to be reviewed further by **Your Legal Representative**, for a period of no longer than 2 hours, to reassess the prospects of success.

If, at the end of this further review, **Your Legal Representative** is of the opinion that the claim has **Reasonable Prospects**, **We** will continue to pay **Your Legal Expenses**.

If **You** dispute the accuracy of any general practitioner or orthopaedic medical report obtained by **Your Legal Representative** in the course of **Your** claim, and **We** accept **Your** dispute, **We** will pay for a second medical report from a suitably qualified medical practitioner.

If at any time **We** or **Your Legal Representative** consider that **Your** claim or the **Legal Proceedings** do not have **Reasonable Prospects** or it is no longer reasonable to fund the claim, **We** will confirm this in writing to **You** and inform **You** that **We** will not pay any **Legal Expenses** for work undertaken after **You** have received the notice. In any event, **You** have the right to continue the claim or **Legal Proceedings** following receipt of the notice but this will be at **Your** own expense.

### C. ACCOUNTS AND LEVEL OF EXPENSES

**You** or the **Legal Representatives** must pass on to **Us** all accounts for **Legal Expenses** as soon as possible after receiving them.

**We** may require **You** to ask the **Legal Representatives** to have the **Legal Expenses** assessed, taxed or audited to determine to what extent **Legal Expenses** are payable.

### D. SETTLING EARLY

**You** must tell **Us** as soon as possible of any offer or payment which is made to settle the claim. **You** must not accept or make any offer to settle the claim without **Our** permission. **We** will not refuse permission without a good reason. If **You** reject or delay acceptance of an offer or payment without **Our** permission **We** will not pay any **Legal Expenses** incurred from the date of that offer.

If we or **Your Legal Representatives** feel that an offer to settle the claim should be accepted but **You** reject that offer and if **You** are eventually awarded or agree to accept an offer which is equal to or lower than the offer **You** had rejected, **We** will not pay for any legal expenses incurred and/or which **You** are ordered to pay from the date of the offer which **You** rejected.

**We** will expect any settlement to include provision for payment of **Your Legal Expenses** unless **We** agree otherwise.

### E. OPTIONS TO REIMBURSE

Where in **Our** reasonable opinion **You** would suffer no detriment, **We** may choose to pay **You** the value of the claim for **Uninsured Losses** in full and final settlement of any entitlement to indemnity for **Legal Expenses**.

### F. CONFLICT OF INTEREST

If at any time during the course of the claim, **We** become aware of any possible conflict of interest between **You** and **Us** or on the part of the **Legal Representatives**, **We** will tell **You** in writing. **You** have the right to choose an alternative solicitor or other qualified person to act as **Your Legal Representative** and take over the claim.

### G. DISPUTE RESOLUTION

**You** have the right to take any dispute with **Us** to arbitration. **We** also have the right to take any dispute with **You** to arbitration.

The arbitrator will be either a solicitor or barrister agreed by **Us** and **You**, and if agreement can't be reached the Bar Council or the President of the Law Society will choose one within the **British Isles**. Whoever loses the arbitration must pay all the costs and expenses of the other party. If the decision goes against **You**, **You** cannot claim the arbitration costs under **Your Policy**.

**We** will give you written details of the right to arbitration. If **You** want to take any dispute with **Us** to arbitration, **You** must tell **Us** this in writing.

Using the arbitration procedure does not prevent **You** from referring the matter to the Financial Ombudsman Service or the right to appeal against the arbitrator's decision in a court of law.

### H. CANCELLATION

**You** may cancel this section of the **Policy** at any time. No refund of premium will be given.

**We** may cancel this section of the **Policy** if **We** send **You** a letter giving **You** 7 days' notice, to **Your** last known address. **We** will then refund the appropriate proportion of the premium.

## Section 6 – Breakdown

### THIS SECTION IS ONLY OPERATIVE IF IT IS NOTED AS APPLICABLE ON YOUR SCHEDULE

**Your Schedule** shows the level of **Breakdown** cover which **You** have selected in respect of covers 1, 2, 3 and 4.

#### What is covered

##### 1 Roadside Assistance

The cover in respect of Roadside Assistance is limited to any **Breakdown** which happens within Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man and the Channel Islands.

- A) If **Your Motor Vehicle** breaks down, **We** will provide **Emergency Assistance**
- i) for up to one hour, to make it roadworthy
- or
- ii) if **Your Motor Vehicle** cannot be made roadworthy, **We** will arrange for it, the driver and up to eight passengers to be taken to a repairer of **Your** choice within 10 miles of the scene of the **Breakdown**
  - ii) for replacement fuel if the **Breakdown** has been caused by the **Motor Vehicle** running out of fuel
  - iii) if the **Motor Vehicle** is **Immobilised** as a result of a flat battery or flat tyre, or incorrect fuel being accidentally put in the **Motor Vehicle**
  - iv) if **You** accidentally lock **Your Vehicle Keys** in the **Motor Vehicle** or if the **Motor Vehicle** is **Immobilised** due to loss of or damage to the **Vehicle Keys**.

When **We** provide **Emergency Assistance** for this service, **We** will ask **You** to provide suitable identification.

- B) After a **Breakdown**, if **You** request, **We** will try to get a message to a person of **Your** choice as long as **We** can contact that person by phone or fax.

#### What is not covered

- 1 **Emergency Assistance** at or within one mile of **Your** home address, or where **Your Motor Vehicle** is normally kept, except if cover 3 - Homecall also applies.
- 2 The cost of transporting **Your Motor Vehicle** to a repairer more than 10 miles from the scene of the **Breakdown**, except if cover 2 - Recovery also applies. **We** will charge **You** for mileage that is more than 10 miles.
- 3 Onward transportation of goods.
- 4 Recovery or onward transportation of **Your Motor Vehicle**
  - A) which cannot be recovered by normal breakdown recovery vehicles or
  - B) which is carrying hazardous goods or
  - C) which is carrying livestock (except at the discretion of the recovery operative).

## What is covered

### 2 Recovery

The cover in respect of Recovery is limited to any **Breakdown** which happens within Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man and the Channel Islands.

- A) If **Your Motor Vehicle** cannot be made roadworthy within one hour at the scene of the **Breakdown**, **We** will arrange for it to be taken to
- i) a repairer of **Your** choice or
  - ii) **Your** destination or
  - iii) **Your** home address or
  - iv) where **Your Motor Vehicle** is normally kept.

**We** will pay the costs (no more than the cost of a standard class rail ticket) for one person to collect **Your Motor Vehicle** after repairs have been completed.

- B) **We** will also pay the cost of continuing the journey to **Your** destination, or the repairer, or returning to **Your** home address or where **Your Motor Vehicle** is normally kept, for the driver and up to eight passengers by providing
- i) an alternative form of transport of **Our** choice
- or
- ii) emergency accommodation for one night for **You** and up to eight passengers while waiting for repairs to be completed. This will include bed and breakfast but no other meals or expenses.

The maximum amount **We** will pay for emergency accommodation will be no more than £40 per person per night up to a total amount of £450.

## What is not covered

- 1 **Emergency Assistance** at or within one mile of **Your** home address or where **Your Motor Vehicle** is normally kept, except if cover 3 – Homecall also applies.
- 2 Any costs for motor vehicle hire if the hire of a replacement **Motor Vehicle** has been refused by the hirer on its standard conditions.
- 3 Onward transportation of goods.
- 4 Recovery or onward transportation of **Your Motor Vehicle**
  - A) which cannot be recovered by normal breakdown recovery vehicles or
  - B) which is carrying hazardous goods or
  - C) which is carrying livestock (except at the discretion of the recovery operative).

## What is covered

- C) If **You** are declared medically unfit to drive **Your Motor Vehicle** during the journey and none of the passengers can drive it, **We** will recover the **Motor Vehicle**, the driver and up to eight passengers to
- i) **Your** destination or
  - ii) **Your** home address or
  - iii) where **Your Motor Vehicle** is normally kept.

**You** will need to produce some form of medical certificate confirming that **You** are medically unfit to drive.

### 3 Homecall

If **Your Motor Vehicle** breaks down at or within one mile of **Your** home address or where it is normally kept **We** will provide **Emergency Assistance**

- A) for up to one hour to make **Your Motor Vehicle** roadworthy or
- B) if **Your Motor Vehicle** cannot be made roadworthy, **We** will arrange for it to be taken to a repairer of **Your** choice.

## What is not covered

- 1 The cost of transporting **Your Motor Vehicle** to a repairer more than 10 miles from the scene of the **Breakdown**, except if cover 2 - Recovery also applies. **We** will charge **You** for mileage that is more than 10 miles.
- 2 Onward transportation of goods.
- 3 Recovery or onward transportation of **Your Motor Vehicle**
  - A) which cannot be recovered by normal breakdown recovery vehicles or
  - B) which is carrying hazardous goods or
  - C) which is carrying livestock (except at the discretion of the recovery operative).

## What is covered

### 4 European Assistance

The cover provided in respect of European Assistance is limited to incidents which happen within Albania, Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus (Greek), Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Holland, Hungary, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, F.Y.R.O.M., Malta, Netherlands, Norway, Poland, Portugal, Romania, Serbia and Montenegro, Slovak Republic, Slovenia, Spain, Sweden, Switzerland.

A) If **Your Motor Vehicle** is **Immobilised** as a result of fire, **Theft**, accidental damage or **Breakdown**, **We** will provide **Emergency Assistance** at the scene of the immobilising incident

i) for up to one hour to make the **Motor Vehicle** roadworthy

or

ii) if the **Motor Vehicle** cannot be made roadworthy, **We** will arrange for it to be taken to a suitable repairer or **Your** destination.

**We** will pay the costs for one person to collect **Your Motor Vehicle** after repairs have been completed. The maximum amount **We** will pay will be the cost of a standard-class ticket.

B) **We** will also pay the cost of continuing the journey to **Your** destination or to the repairer, for the driver and up to eight passengers, by providing

i) an alternative form of transport of **Our** choice

or

## What is not covered

1 Any costs for motor vehicle hire if the hire of a replacement **Motor Vehicle** has been refused by the hirer on its standard conditions.

2 Onward transportation of goods.

3 Recovery or onward transportation of **Your Motor Vehicle**

A) which cannot be recovered by normal breakdown recovery vehicles or

B) which is carrying hazardous goods or

C) which is carrying livestock (except at the discretion of the recovery operative).



## What is covered

- ii) emergency accommodation for one night for **You** and up to eight passengers while waiting for repairs to be completed. This will include bed and breakfast but no other meals or expenses.

The maximum amount **We** will pay for emergency accommodation will be no more than £100 per person per night up to a total amount of £500.

- C) If **Your Motor Vehicle** cannot be made roadworthy by the intended date of **Your** return to the United Kingdom, **We** will pay for

- i) the cost of transporting the **Motor Vehicle** to **Your** home address or where the **Motor Vehicle** is normally kept. This cost may include storage costs and transport and delivery costs. The maximum amount **We** will pay is the current market value of **Your Motor Vehicle** in the UK

or

- ii) the cost for one person to collect the **Motor Vehicle** after repairs have been completed and drive it direct to **Your** home address or where the **Motor Vehicle** is normally kept. The maximum amount **We** will pay will be the cost of a standard-class ticket.

If essential replacement parts are not available locally, **We** will arrange to get the parts from somewhere else. **We** will pay all the charges involved in delivering the parts to **Your Motor Vehicle**.

- D) **We** will provide **Emergency Assistance**

- i) for replacement fuel if the **Breakdown** has been caused by **Your Motor Vehicle** running out of fuel, or

## What is not covered

## What is covered

- ii) if the **Motor Vehicle** is **Immobilised** as a result of a flat battery or flat tyre, or incorrect fuel being accidentally put in the **Motor Vehicle**, or
  - iii) if **You** accidentally lock **Your Vehicle Keys** in the **Motor Vehicle** or if the **Motor Vehicle** is **Immobilised** due to loss of or damage to **Your Vehicle Keys**. When **We** provide this service, **We** will ask **You** to provide suitable identification.
- E) After an immobilising incident, if **You** request, **We** will try to get a message to a person of **Your** choice as long as **We** can contact them by phone or fax.
- F) If **You** are declared medically unfit to drive **Your Motor Vehicle** during the journey and none of the passengers can drive it, **We** will provide a suitably qualified driver to drive the **Motor Vehicle** to
- i) **Your** destination, or
  - ii) **Your** home address or
  - iii) where **Your Motor Vehicle** is normally kept.

**We** will try to supply a driver at a time that is convenient to **You** but **We** cannot guarantee to provide this service within any specific timescale.

**You** will need to produce some form of medical certificate confirming that **You** are medically unfit to drive.

## What is not covered

## What is covered

## What is not covered

### SECTION 6 ALSO DOES NOT COVER

- 1 Any extra labour charges, the cost of spare parts and the cost of replacing fuel or **Vehicle Keys**.
- 2 The costs associated with draining or removing an inappropriate fuel or other fluid having been put in the **Motor Vehicle**.
- 3 Damage as a direct result of getting into the **Motor Vehicle** after **You** have asked for **Emergency Assistance**.
- 4 Cover for an incident if **You** are entitled to claim for the same incident under another policy.
- 5 Any expenses which would have arisen in the normal course of the journey.
- 6 Any cover if the **Motor Vehicle** has been partly or completely buried in mud, snow, sand or water.
- 7 **Breakdown** resulting from poor repair or attempted repair that was carried out during the journey without **Our** agreement.
- 8 Any **Breakdown** which is the result of a deliberate act by **You** or any passenger.
- 9 **Breakdown** resulting from the **Motor Vehicle** carrying more passengers, or towing a greater weight, than intended, or driving on unsuitable ground.
- 10 **Breakdown** of any **Trailer**.
- 11 Any liability or any other loss that arises directly or indirectly from providing **Emergency Assistance**.
- 12 Any extra hire vehicle charges, other than the rental charge, if **We** provide a hire vehicle.
- 13 Requests for **Emergency Assistance** resulting from not being able to get fuel or other supplies that are essential for the **Motor Vehicle** to move, due to fuel or other supplies being scarce in the country in which **You** are driving.

## What is covered

## What is not covered

- 14 Any cover if the **Motor Vehicle** is used for racing competitions, rallies or trials or in connection with the motor trade.
- 15 Loss of or damage to the contents of the **Motor Vehicle**.
- 16 Any costs **You** have to pay for sea or river transit, unless claimed under the European Assistance Section.
- 17 Any costs that **We** have not agreed to pay beforehand.
- 18 Any loss or damage caused by riot or civil commotion that happens outside England, Scotland, Wales, the Isle of Man or the Channel Islands.
- 19 Recovering the **Motor Vehicle** if it is considered to be dangerous or illegal to load or transport.
- 20 Any storage charges **You** have to pay while the **Motor Vehicle** is being repaired at a garage.
- 21 Requests for **Emergency Assistance** from anyone who is driving the **Motor Vehicle** with **Your** permission who:
  - A) does not hold a current and valid UK driving licence, or
  - B) does not keep to the conditions of their driving licence.
- 22 Any incident which results in the **Motor Vehicle** being **Immobilised** which happened before the cover under this Section started.
- 23 **Breakdown** due to the failure to replace faulty parts, including the battery, within 28 days of a previous **Breakdown** of the same or similar cause.
- 24 More than five **Breakdowns** within one **Period of Insurance**.

# Conditions applicable to Section 6

## 1 Condition of Your Vehicle

- A) **You** must replace any part of the **Motor Vehicle** which is not working properly, including the battery, within 28 days of discovering the fault. If a part is not replaced and a further **Breakdown** of the same or similar cause recurs within 28 days, **We** reserve the right to refuse assistance or to charge a fee that is the same as the normal call-out charge of **Our** recovery agent.
- B) **You** must maintain the **Motor Vehicle** in line with the manufacturer's recommendations and only use it in a roadworthy condition.
- C) **You** must carry a serviceable spare wheel for the **Motor Vehicle** (including any Caravan or **Trailer**) at all times unless **Your Motor Vehicle** was manufactured without the provision of a spare wheel.
- D) The **Motor Vehicle** must be covered by a valid MOT certificate.

## 2 Requests for Emergency Assistance

- A) If **You** need **Emergency Assistance**, **You** must contact **Us** by phone. **We** must authorise any **Emergency Assistance**, otherwise **You** will have to pay any costs.
- B) **You** must quote the Policy Number when calling for **Emergency Assistance** so **We** can confirm that cover applies.
- C) The driver must be there when the recovery agent is providing **Emergency Assistance**.
- D) **You** must provide receipts for any expenses **We** have authorised that **You** have to pay in connection with any **Emergency Assistance** **We** provide.
- E) If a request for **Emergency Assistance** is in any way fraudulent, **You** will lose all benefits under this sub-section.

- F) **We** will always aim to provide **Emergency Assistance** where possible but **We** reserve the right to refuse to provide assistance if **We** believe **Your** demands are unreasonable or excessive.

## 3 Selecting the Appropriate Assistance Service

Depending on the incident, **We** will decide what is the most suitable form of **Emergency Assistance**. If **You** do not accept this decision, **We** will not pay more than the cost of the **Emergency Assistance** **We** recommend.

## 4 Safety of Contents

- A) **You** are responsible for the safety of the contents of **Your Motor Vehicle**.
- B) If **Your Motor Vehicle** is recovered, **We** will decide whether to transport any animal. **We** will not be liable for injury to or death of the animal. If **We** decide not to transport any animal, it is **Your** responsibility to make alternative arrangements for its transportation.

## 5 Responsibility for the Repairer's Acts or Neglect

Once **Your Motor Vehicle** has been taken to a repairer, **We** will not be responsible for any repair work they do while they are following **Your** instructions. **We** do not accept responsibility for any loss or damage as a result of the repairer's action or neglect.

## 6 Emergency Assistance which is No Longer Needed

After asking for **Emergency Assistance**, if **You** or one of the passengers repairs **Your Motor Vehicle** and **You** do not tell **Us** about this, **We** may charge a fee of at least £30 for **Emergency Assistance** which is no longer needed.

## 7 Collecting the Vehicle Following a Repair

**You** are responsible for collecting **Your Motor Vehicle** from the garage after repairs have been completed.

# Policy Conditions

## (APPLICABLE TO ALL SECTIONS)

Failure to comply with **You** obligations as noted within these conditions where they are material or relevant to any loss may result in

- 1 a claim being rejected or reduced or
- 2 **Your Policy** being declared invalid

### 1 Alteration in Risk

**You** must notify **Us** as soon as possible of any alteration in risk which materially affects this **Policy**.

Material information would include

- A) any changes to the **Motor Vehicle**
- B) the use of the **Motor Vehicle**
- C) the location of the **Motor Vehicle**
- D) **You** and **Your** drivers including claims convictions and health conditions
- E) **Your** occupation

or any other relevant information which makes losses more likely to happen or makes losses more serious if they do happen.

**We** may re-assess **Your Policy** cover and premium following notification of material information.

### 2 Looking after Your Motor Vehicle

**You** must

- A) take reasonable precautions to keep the **Motor Vehicle** in a roadworthy condition
- B) ensure that reasonable precautions are taken at all times to prevent injury and safeguard the **Motor Vehicle** from loss or damage.

If **You** suspect or are advised of any defect in the operation of any **Advanced Driver Assistance System** which has been fitted as standard to the **Motor Vehicle You** must arrange for the defect to be rectified by the manufacturer or replaced.

If **Your** windscreen is replaced following a claim on **Your Policy You** must agree that any **Advanced Driver Assistance System** in **Your** windscreen is reset by **Us** at no additional cost to **You**.

For any device fitted after the **Motor Vehicle** was originally manufactured where **You** chose not to replace or repair please advise **Us**.

### 3 Cancelling Your Policy

**You** may cancel this **Policy** by giving **Us** written instructions.

If **You** cancel this **Policy We** will give **You** a full refund of premium for any unexpired period of cover when **We** receive **Your** instruction and any **Certificate of Insurance** which has been issued will no longer be valid.

**We** may cancel this **Policy** and if **We** do **We** will

- A) write to **You** at **Your** last known address (and in the case of Northern Ireland to the Department of the Environment for Northern Ireland) confirming that all cover will cease 7 days after the date of **Our** letter
- B) give **You** a refund of premium for the unexpired period of cover.

### 4 Cancelling the Monthly Premium Instalment Agreement

**Your Policy** has an insurance period of twelve months and **Your** legal contract with **Us** is for this period. **We** may have agreed to **You** paying **Your** premium by monthly instalments.

If **You** miss a monthly premium **We**, or **Your** third party credit provider, will send **You** a notice to **Your** last known address asking **You** to pay the premium **You** have missed. If **You** do not pay the premium **You** have missed by the date given in the notice, **We** will cancel all cover under **Your Policy**.

If **You** want to cancel the monthly premium instalment agreement, **You** should notify **Your** credit provider and also tell **Your** bank, building society or Girobank to cancel **Your** direct debit arrangement.

## 5 Consumer Credit Termination Clause

Where **We** have agreed to **You** paying **Your** premium by monthly instalments, then in the event that there is a default in the instalments due under the payment schedule **We** reserve the right to terminate **Your Policy** and **You** will no longer be insured by **Us**.

If **Your** monthly premium payment has a Fixed Sum Loan Agreement regulated by The Consumer Credit Act 1974, then this shall be deemed to be a linked loan agreement.

In the event that there is a default in the instalments due under the payment schedule **We** reserve the right to also terminate that linked loan agreement.

## 6 Law Applicable

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both **You** and **We** may choose the law which applies to this contract to the extent permitted by those laws.

Unless **You** and **We** agree otherwise in writing **We** have agreed with **You** that the law which applies to this contract is the law which applies to the part of the United Kingdom in which **You** are based or if **You** are based in the Channel Islands or the Isle of Man the law of whichever of those two places in which **You** are based.

**We** and **You** have agreed that any legal proceedings between **You** and **Us** in connection with this contract will only take place in the courts of the part of the United Kingdom in which **You** are based or if **You** are based in either the Channel Islands or the Isle of Man the courts of whichever of those two places in which **You** are based.

## 7 Application of Limits

The **Limits of Liability** and any other restrictions on the amount of **Our** liability stated in this **Policy** will apply as maximum limits to **Our** liability irrespective of the number of persons entitled to indemnity under this **Policy**.

For all purposes, including but not limited to, the application of the **Limits of Liability** and any other restrictions on **Our** liability stated in the **Policy**, the definition of **You** shall constitute one insured party and there shall only be one contract of insurance between that insured party and **Us**.

## 8 Compliance with Policy Terms

It is a condition of **Our** liability that **You**, and any other person covered by this **Policy** as though they were **You**, observe the terms of this **Policy**. Failure to comply may result in a claim not being paid or payment reduced.

## 9 Provision of False Information

It is agreed to the extent set out in this Condition to contract out of the Insurance Act 2015 provisions in relation to the duty of fair presentation where there is a failure to make a fair presentation of the risk which was neither deliberate nor reckless.

If there is a breach in the duty of fair presentation at the commencement of the **Policy** or during an alteration to the **Policy** which has affected **Our** assessment of any of the following:

- A) **Your** eligibility for this insurance **Policy** or
- B) the terms and conditions applying to **Your Policy** or
- C) **Your** insurance premium
  - i) **We** will charge any additional premium and apply any terms and conditions to the **Policy** that **We** would have applied had a fair presentation of risk been made if the breach is neither reckless nor deliberate and a claim has not occurred; or

- ii) If the breach is neither deliberate nor reckless and entitles **Us** to reduce proportionally any claim as provided by Section 8 and Schedule 1 of the Insurance Act 2015 **We** shall offer **You** the option instead to pay any additional premium due and receive payment of the claim without any proportional reduction provided **You** accept this offer within 30 days of it being issued; or
- iii) If **We** would not have accepted the **Policy** or the alteration to the **Policy** on any terms **We** may avoid the **Policy** from the date of commencement or treat the alteration as if the alteration was never made.

Nothing in this Condition shall prevent **Us** from applying any other remedy for breach of the duty of fair presentation available under the Insurance Act 2015 in such circumstances as the Act allows.

In these circumstances Claims Condition 7, Our Right to Recover Payment (Claims Conditions applying to Sections 1 – 4), will apply and **You** may be required to repay to **Us** any payment that **We** have been obliged to pay on **Your** behalf.

## 10 Licence Checking

**You** must check the driving licence of every driver who will drive the **Motor Vehicle** and **You** must inform **Us** of

- A) any convictions, fixed penalties or endorsements noted on the licence
- B) any Provisional licence
- C) any licence issued outside the UK.

Any driver with a disability or infirmity that requires notification to the **DVLA** must have been granted a licence to drive by the **DVLA**.

## 11 Financial or Trade Sanctions

**We** shall not provide any cover or be liable to provide any indemnity or payment or other benefit under this **Policy** to the extent that the provision of such cover or indemnity or payment or other benefit would expose **Us** to any sanction or prohibition or restriction under United Nations resolutions or the trade or economic sanctions or laws or regulations of the European Union or the United Kingdom or the United States or other country of policy issue.

If any such resolution or sanction or law or regulation takes effect during the **Period of Insurance We** may cancel this **Policy** immediately by giving **You** written notice at **Your** last known address.



# Definitions – Words with special meanings

## Accessories

Additional supplementary parts of the **Motor Vehicle** not related to its function as a vehicle including **Audio-Visual, Navigation and Communication Equipment**.

## Advanced Driver Assistance System

A function included in or on the Motor Vehicle to assist and complement the drivers control of the Motor Vehicle.

## Audio, Visual, Navigation and Communication Equipment

- 1 Radio, cassette, compact disc or other audio equipment
- 2 Telephone or other communication equipment
- 3 Television or other visual entertainment equipment
- 4 Visual navigation equipment

provided they are permanently fitted in or designed solely for use in the **Motor Vehicle**.

## Breakdown

The mechanical breakdown, breakage or failure of any part that is essential for the **Motor Vehicle** to move.

## British Isles

- 1 Great Britain
- 2 Northern Ireland
- 3 The Isle of Man
- 4 The Channel Islands
- 5 Transit by water, rail or air within or between any of the above territories, provided this transit is by a commercial carrier.

## Car(s)

Any private passenger carrying motor vehicle with not more than eight passenger seats and not more specifically defined under another Definition.

## Certificate of Motor Insurance

The document which provides evidence that an insurance contract is in force which satisfies the requirements of any relevant road traffic legislation.

**Your** Certificate of Motor Insurance

- has the same number as **Your Policy**
- shows who may drive the **Motor Vehicle**
- shows the uses to which the **Motor Vehicle** can be put
- shows the uses to which the **Motor Vehicle** cannot be put.

## Current List Price

The cost (including taxes and delivery) of replacing the **Motor Vehicle** with a new vehicle of the same make and model as advertised by the manufacturer.

## Defined Organisation

- 1 A motor garage or other similar motor trade business not belonging to **You** which has custody of the **Motor Vehicle** for any of the following purposes
  - maintenance
  - repair
  - testing
  - servicing.
- 2 A hotel or restaurant or similar establishment not belonging to **You** which has custody of the **Motor Vehicle** solely for the purpose of parking.

## Driver

The person driving the **Motor Vehicle** who is not disqualified from driving it and is covered by the **Certificate of Motor Insurance**.

## DVLA

Driver and Vehicle Licensing Agency.

## Emergency Assistance

Emergency assistance provided by **Our** appointed recovery agent.

## Endorsement

An amendment to **Your Policy**.

## Excess

The first part of each and every claim shown in the **Schedule** which **You** and **We** have agreed will be paid by **You**.

## Goods Carrying Vehicle(s)

Any motor vehicle manufactured and used for the carriage of goods.

## Insured Incident

Any accidental collision between the **Motor Vehicle** and anyone or anything else which causes

- A) loss of or damage to the **Motor Vehicle** or
- B) loss of or damage to the **Insured Person's** personal belongings or for which personal possessions the **Insured Person** is legally responsible, which are in or on the **Motor Vehicle** or
- C) death, illness or bodily injury to the **Insured Person** if the **Insured Person** is in or getting out of the **Motor Vehicle**.

The accident must happen during the **Period of Insurance** and within the **Territorial Limits**.

## Insured Person

**You** or anyone who has **Your** permission to be the **Driver** or a **Passenger**.

## Immobilised

The **Motor Vehicle** cannot be driven, or is regarded as unsafe or unfit to be used on a public highway, as a result of the **Breakdown**.

## Licence Holder

A person who

- 1 holds a licence to drive the **Motor Vehicle** or
- 2 has previously held a licence to drive the **Motor Vehicle** and is not presently disqualified from obtaining another licence.

## Limit of Liability

The maximum amount payable by **Us** in respect of the cover provided as shown in the **Schedule** or **Policy** wording.

## Market Value

- 1 The cost of replacing the **Motor Vehicle** with a **Motor Vehicle** of the same
  - A) make, model and
  - B) pre-loss or damage condition, specification, mileage and age.
- 2 The cost of replacing the **Audio, Visual, Navigation and Communication Equipment** with **Audio, Visual, Navigation and Communication Equipment** of the same
  - A) make, model and
  - B) pre-loss or damage condition, specification and age.

## Motor Vehicle

The vehicles shown

- 1 against Description of Vehicles in **Your Certificate of Motor Insurance** and
- 2 in **Your Schedule**

and in respect of which details have been notified to and accepted by **Us**, and including its spare parts, **Accessories**, windscreen and windows, but excluding any **Trailer** not specified in the **Schedule**.

Where **We** use the word 'vehicle' on its own **We** refer to any vehicle including the **Motor Vehicle**.

## Passenger

A person other than the **Driver** who is in or on the **Motor Vehicle**.

## Period of Insurance

The duration of **Your Policy**, as shown on **Your Certificate of Motor Insurance** and any other period for which **We** accept **Your** Premium.

## Permitted Driver

Any person who

- 1 is shown on **Your Certificate of Motor Insurance** as being entitled to drive the **Motor Vehicle** and
- 2 has **Your** permission to drive the **Motor Vehicle**

## Permitted User

- 1 You
- 2 A **Permitted Driver**

- 3 Any passenger whom **You** or a **Permitted Driver** have authorised to be in the **Motor Vehicle**
- 4 Any person who is using but not driving the **Motor Vehicle** with **Your** permission.

## Policy

The **Policy** wording (along with any **Endorsements**, the **Schedule**, and **Certificate of Motor Insurance**) which forms part of the legal contract between **You** and **Us**.

## Replacement Vehicle

Any motor vehicle supplied to **You** by **Our Replacement Vehicle Supplier** following loss or damage to the **Motor Vehicle**.

## Replacement Vehicle Supplier

Any third party service provider with whom **We** have an agreement to supply a **Replacement Vehicle**.

## Schedule

The document providing details of the **Policy** that are specific to **You** including Vehicle Details, Driving Restrictions and covers applicable.

## Special Type

Any motor vehicle constructed to operate primarily as a tool and not designed for the carriage of goods or passengers.

## Statement of Fact

The document setting out information provided by **You** or **Your** representative as being relevant to the cover that has been applied for. It also includes assumptions **We** have made about factual circumstances relevant to the cover. If these are incorrect **You** must inform **Us**.

## Territorial Limits

- 1 The **British Isles**,
- 2 any other member country of the European Union,
- 3 Andorra, Iceland, Liechtenstein, Norway, Serbia and Switzerland,
- 4 any other country for which **We** agree to provide cover following a request by **You** but only for the period agreed by **Us** and for which a Green Card has been issued,

and in the course of transit (including processes of loading and unloading) by water between any ports therein, provided that such transit shall be by any commercial carrier for a duration of not longer than 65 hours under normal conditions.

## Terrorism

Acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of HM Government in the United Kingdom or any legitimate government whether or not legally established.

## Theft

- 1 Theft
- 2 Attempted theft
- 3 The taking away of the **Motor Vehicle** without **Your** consent or the owner's consent.

## Tools

Hand tools belonging to **You** or **Your** employees or for which **You** are legally responsible and used in connection with **Your** business.

## Trailer(s)

A trailer which is properly constructed to be towed by a **Motor Vehicle**, which is of a size appropriate for the capacity of the **Motor Vehicle**. Any plant permanently attached to a Trailer shall be regarded as part of that Trailer.

## Vehicle Keys

Any device used for starting **Your Motor Vehicle** or using its locks or immobiliser.

## We/Us/Our/Insurer

Royal & Sun Alliance Insurance plc  
St Mark's Court  
Chart Way  
Horsham  
West Sussex  
RH12 1XL

## You/Your/Yours

The Policyholder shown in the **Schedule**, **Statement of Fact** and **Certificate of Motor Insurance**.

# Complaints Procedure

## OUR COMMITMENT TO CUSTOMER SERVICE

**At RSA we are committed to going the extra mile for our customers. If you believe that we have not delivered the service you expected, we want to hear from you so that we can try to put things right.**

### Our promise to you

We will:

- Acknowledge all complaints promptly
- Investigate quickly and thoroughly
- Keep you informed of progress
- Do everything possible to resolve your complaint
- Ensure you are clear on how to escalate your complaint, if necessary.

### Step 1

If your complaint relates to your policy then please contact the sales and service number shown in your schedule. If your complaint relates to a claim then please call the claims helpline number shown in your policy booklet.

We aim to resolve your concerns on an informal basis, within three business days. Where we have been able to, we will send you a letter confirming this. We'll also explain how you may be able to refer the matter to the Financial Ombudsman Service if you subsequently decide that you are unhappy with the outcome.

### Step 2

In the unlikely event that your concerns have not been resolved within this time, your complaint will be referred to our Customer Relations Team who will arrange for an investigation on behalf of our Chief Executive. Once our Customer Relations Team have reviewed your complaint they will send you a final decision in writing within 8 weeks of the date we received your complaint. Their contact details are as follows:

**Post:** RSA  
Customer Relations Team  
PO Box 255  
Wymondham  
NR18 8DP

**Email:** [crt.halifax@uk.rsagroup.com](mailto:crt.halifax@uk.rsagroup.com)

### If you are still not happy

If you are still unhappy after our review, or you have not received a written offer of resolution within 8 weeks of the date we received your complaint, you may be eligible to refer your case to the Financial Ombudsman Service (FOS). The FOS is an independent body that arbitrates on complaints. They can be contacted at:

**Post:** Exchange Tower  
London  
E14 9SR

**Telephone:** 0800 0234567 (free from mobile phones and landlines)  
0300 1239123 (costs no more than calls to 01 or 02 numbers)

**Email:** [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

**Website:** [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

You have six months from the date of our final response to refer your complaints to the FOS.

This does not affect your right to take legal action, however, the FOS will not adjudicate on any case where litigation has commenced.

## How We Use Your Information

Your privacy is important to us and we are committed to keeping it protected. We have created this Customer Privacy Notice which will explain how we use the information we collect about you and how you can exercise your data protection rights. This Privacy Notice will help you understand the following:

### Who are we?

We are Royal & Sun Alliance (RSA) Insurance plc, a member of the RSA Group of companies. We provide commercial and consumer insurance products and services under a number of brands.

### Why do we collect and use your personal information?

As an insurer, we need your personal information to understand the level of insurance cover you require. We'll use this information (e.g. your name, address, telephone number and email address) to communicate with you and if you have agreed.

We need to use your information to create a quote for you, allowing you to buy insurance products from us. When buying a product from us, you'll also need to provide us with details about the items you wish to be covered by the insurance.

We may need to check your information with external companies/organisations (e.g. the DVLA, the Motor Insurance Database, credit reference agencies and criminal conviction checks.) When buying certain products, sometimes we will ask for special categories of personal data (e.g. driving offences for motor insurance, medical records in case of injury).

Once you become a customer, we'll need to take your payment details to set up your cover. This could be direct debit, credit or debit card information.

If you need to claim against your insurance policy, we will need to collect information about the incident and this may be shared with other selected companies to help process the claim. If other people are involved in the incident, we may also need to collect additional

information about them which can include special categories of personal data (e.g. injury and health data).

In submitting an application, we may be provided with equivalent or substantially similar information relating to other proposed beneficiaries under the policy. You agree that you will bring this Privacy Notice to the attention of each beneficiary at the earliest possible opportunity.

Data protection laws require us to meet certain conditions before we are allowed to use your personal information in the manner described in this Privacy Notice. To use your personal information, we will rely on one or more of the following grounds:

- **Performance of contract:** We need to use your personal information in order to provide you with the policy (which is a contract of insurance between you and us), and perform our obligations under it (such as making payments to you in respect of a claim made under the policy).
- **Consent:** In certain circumstances, we may need your consent unless authorised by law in order to use personal information about you which is classed as "special categories of personal data".
- **Necessity to establish, exercise or defend legal claim:** If you, or we, bring a legal claim (e.g. a court action) against the other, we may use your information in either establishing our position, or defending ourselves in relation to that legal claim.
- **Compliance with a legal obligation:** Where laws or regulations may require us to use your personal information in certain ways.
- **Legitimate Interests:** We will also process your personal information where this processing is in our "legitimate interests". When relying on this condition, we are required to carry out a balancing test of our interests in using your personal information (for example, carrying out analytical research), against the interests you have as a citizen and the rights you have under data protection laws. The outcome of this balancing test will determine whether we can use your personal information in the ways described in this Privacy Notice. We will always act reasonably and give full and proper consideration to your interests in carrying out this balancing test.

## Where else do we collect information about you?

We will receive details about you from other people or companies. For example:

- Given to us by someone who applied for an insurance product on your behalf (e.g. an insurance broker) where you have given them the permission to do so; or
- Lawfully collected from other sources (e.g. Motor Insurance Database, Claims and Underwriting Exchange or fraud prevention databases) to validate the information you have provided to us.

We request those third parties to comply with data protection laws and to be transparent about any such disclosures. If you would like some further information, please contact us.

## Will we share your personal information with anyone else?

We do not disclose your information outside of the RSA Group except:

- Where we need to check the information provided to us before we can offer you an insurance product (e.g. reference agencies);
- Where we are required or permitted to do so by law or relevant regulatory authority (e.g. financial crime screening, fraud detection/prevention);
- Where we provide insurance services in partnership with other companies;
- In the event that we are bought or we sell any business or assets, in which case we will disclose your personal information to the prospective buyer of such business or assets;
- As required to enforce or apply this Privacy Notice, or the contract of insurance itself;
- Within our group for administrative purposes;
- As required in order to give effect to contractual arrangements we have in place with any insurance broker and/or intermediary through which you have arranged this policy;

- With healthcare providers in the context of any relevant claim being made against your policy;
- If we appoint a third party to process and settle claims under the policy on our behalf, in which case we will make your personal information available to them for the purposes of processing and settling such claims;
- With our third party service providers (including hosting/storage providers, research agencies, technology suppliers etc.);
- With our reinsurers (and brokers of reinsurers) in connection with the normal operation of our business;

Sometimes your personal information may be sent to other parties outside of the European Economic Area (EEA) in connection with the purposes set out above. We will take all reasonable steps to ensure that your personal information is treated securely and in accordance with this Privacy Notice, and in doing so may rely on certain "transfer mechanisms" such as the EU-US Privacy Shield, and the standard contractual clauses approved by the European Commission. If you would like further information please contact us.

## Which decisions made about you will be automated?

Before we can offer you an insurance product or service, we may need to conduct the following activities, which involve automated (computer based) decision-making:

- **Pricing and Underwriting** – this process calculates the insurance risks based on the information that you have supplied. This will be used to calculate the premium you will have to pay.
- **Credit Referencing** – using the information given, calculations are performed to evaluate your credit rating. This rating will help us to evaluate your ability to pay for the quoted products and services.
- **Automated Claims** – some small claims may qualify for automated processing, which will check the information you provide, resulting in a settlement or rejection of your claim.

The results of these automated decision-making processes may limit the products and services we can offer you. If you do not agree with the result, you have the right to request that we perform a manual reassessment using the same information that you originally provided. If you wish to do so please contact us.

## For how long will we keep your information?

Your personal information will be retained under one or more of the following criteria:

- Where the personal information is used to provide you with the correct insurance cover, which will be kept as long as it is required to fulfil the conditions of the insurance contract.
- Where the use of your personal information for a specific purpose is based on your consent, it will be kept for as long as we continue to have your consent.
- Where, for a limited period of time, we are using some of your information to improve the products or services we provide.
- For as long as your information is required to allow us to conduct fraud and/or criminal checks and investigations.

## Your information is incorrect what should you do?

If you hold a product or service with us and think that the information we hold about you is incorrect or incomplete, please contact us and we will be happy to update it for you.

## What are your rights over the information that is held by RSA?

We understand that your personal information is important to you, therefore you may request the following from us to:

- 1 Provide you with details about the personal information we hold about you, as a well as a copy of the information itself in a commonly used format. [Request Ref: DSR 1]
- 2 Request your personal information be deleted where you believe it is no longer required. Please note however, we may not be able to comply with this request in full where, for example, you are still insured with us and the information is required to fulfil the conditions of the insurance contract. [Request Ref: DSR 2]
- 3 Request the electronic version of the personal information you have supplied to us, so it can be provided to another company. We would provide the information in a commonly used electronic format. [Request Ref: DSR 3]
- 4 Request to restrict the use of your information by us, under the following circumstances [Request Ref: DSR 4]:
  - a. If you believe that the information we hold about you is inaccurate, or;
  - b. If you believe that our processing activities are unlawful and you do not want your information to be deleted.
  - c. Where we no longer need to use your information for the purposes set out in this Privacy Notice, but it is required for the establishment, exercise or defence of a legal claim.
  - d. Where you have made an objection to us (in accordance with section 5 below), pending the outcome of any assessment we make regarding your objection.
- 5 Object to the processing of your data under the following circumstances [Request Ref: DSR 5]:
  - a. Where we believe it is in the public interest to use your information in a particular way, but you disagree.
  - b. Where we have told you we are using your data for our legitimate business interests and you believe we shouldn't be (e.g. you were in the background of a promotional video but you did not agree to be in it.)

In each case under section 5 above, we will stop using your information unless we can reasonably demonstrate legitimate grounds for continuing to use it in the manner you are objecting to.

If you would like to request any of the above, please contact us and submit a written request, including the request reference (e.g. DSR 1), as this will speed up your request. To ensure that we do not disclose your personal information to someone who is not entitled to it, when you are making the request we may ask you to provide us with:

- Your name;
- Address(es);
- Date of birth;
- Any policy IDs or reference numbers that you have along with a copy of your photo identification.

All requests are free of charge, although for requests for the provision of personal information we hold about you (DSR1) we reserve the right to charge a reasonable administrative fee where, we believe an excessive number of requests are being made. Wherever possible, we will respond within one month from receipt of the request, but if we don't, we will notify you of anticipated timelines ahead of the one month deadline.

Please note that simply submitting a request doesn't necessarily mean we will be able to fulfil it in full on every occasion – we are sometimes bound by law which can prevent us fulfilling some requests in their entirety, but when this is the case we will explain this to you in our response.

## Our Privacy Notice

If you have any queries regarding our Privacy Notice please contact us and we will be happy to discuss any query with you. Our Privacy Notice will be updated from time to time so please check it each time you submit personal information to us or renew your insurance policy.

## How you can contact us about this Privacy Notice?

If you any questions or comments about this Privacy Notice please contact:

The Data Protection Officer  
RSA  
Bowling Mill  
Dean Clough Industrial Park  
Halifax  
HX3 5WA

You may also email us at [crt.halifax@uk.rsagroup.com](mailto:crt.halifax@uk.rsagroup.com).

## How you can lodge a complaint?

If you wish to raise a complaint on how we have handled your personal information, please send an email to [crt.halifax@uk.rsagroup.com](mailto:crt.halifax@uk.rsagroup.com) or write to us using the address provided. Our Data Protection Officer will investigate your complaint and will give you additional information about how it will be handled. We aim to respond in a reasonable time, normally 30 days.

If you are not satisfied with our response or believe we are not processing your personal information in compliance with UK Data Protection laws, you may lodge a complaint to the Information Commissioner's Office, whose contact details are:

Information Commissioner's Office  
Wycliffe House  
Water Lane  
Wilmslow  
Cheshire  
SK9 5AF