



## DRIVE Helpline

Policy Number

Renewal Date

--	--

Please enter your policy number and renewal date above

**Drive Assistance — 24 hours a day – 365 days a year**

Helpline numbers are shown on the back of this card.  
Use them as follows:

## **UK Claims Helpline**

Phone this number to make a claim or for:

- details of **our nearest repair shop or approved repairer\***
- a **recovery vehicle** if your car is out of action following an accident\*

\*BENEFITS ARE ONLY PROVIDED IF THE CLAIM IS COVERED UNDER YOUR POLICY

## **UK Glass Helpline**

Phone this number in the event of damage to your car windows\*

## **Euro Helpline**

Phone this number if you have an accident abroad

If necessary, your car will be transported back to the UK, where the normal **Drive** claims service will apply\*

\*BENEFITS ARE ONLY PROVIDED IF THE CLAIM IS COVERED UNDER YOUR POLICY

In the event of an accident, theft or, if applicable, breakdown, contact your usual Insurance Consultant or call:

**UK Claims Helpline:** **0800 096 4567**

**EU Claims Helpline:** **+44 330 102 4030**

**UK Glass Helpline:** (UK ONLY) **0800 096 3456**

**UK Breakdown Helpline:** (IF COVERED) **0800 096 4567**

**EU Breakdown Helpline:** (IF COVERED) **+44 330 102 4030**

Calls may be recorded and monitored. Please contact your Insurance Consultant or RSA with any other queries regarding your policy



# DRIVE

Motor insurance policy



In the event of an accident, theft or, if applicable, breakdown, contact your usual Insurance Consultant or call:

**UK Claims Helpline:** **0800 096 4567**

**EU Claims Helpline:** **+44 330 102 4030**

**UK Glass Helpline:** (UK ONLY) **0800 096 3456**

**UK Breakdown Helpline:** (IF COVERED) **0800 096 4567**

**EU Breakdown Helpline:** (IF COVERED) **+44 330 102 4030**

Calls may be recorded and monitored. Please contact your Insurance Consultant or RSA with any other queries regarding your policy

# Your motor policy

## Welcome to RSA

We'd like to welcome you to RSA and thank you for choosing us to take care of your car insurance. We would also like to wish you an enjoyable and hassle-free period of motoring.

When you deal with us, you can be sure everything will be simple and straightforward. You will have direct access to knowledgeable, friendly staff who will give you a quick and efficient service. We are committed to providing a first-class service to our customers and you can help us do this by letting us know if you are dissatisfied in any way.

Conditions that apply to the policy and in the event of a claim are set out in your policy booklet. It is important that you comply with all policy conditions and you should familiarise yourself with any requirements.

Directions for claim notification are included under claims conditions and events that may give rise to a claim must be notified as soon as possible. Further guidance is contained in the policy booklet in the section 'What you should do if there is an accident or theft'

You should initially notify us of your claim by phone. Your initial claim contact number is shown in your policy documentation. If we then decide that we need an Accident or Theft Report form we will send one which you should complete and return immediately.

Ideally when you call you will provide:

- Name, address and contact phone number(s) (for you and the driver of your vehicle if not you). We will ask for information about convictions so please try and have driving license(s) available when you call
- Personal details necessary to confirm your identity
- Your policy number
- Information about your vehicle and any damage it sustained
- Details of the accident or claim circumstances (when, where and how it happened)
- Details of any witnesses and the Police or any other emergency service that was called
- Details of the other party or parties involved including information about damage to their car or property and any injuries that anybody might have sustained
- Where appropriate your thoughts on who was to blame for the accident

We may request additional information (e.g. a sketch plan). Also, sometimes we may wish to meet with you or undertake further investigations, but we will advise you about that when you call to report the incident. Claims conditions require that you must give us any information and help we need.

You must also tell us as soon as possible of any changes to the information that you have provided to us. If you do not, your policy may not be valid.

We will not make any payment, or provide any other help or benefits under this policy, and will not return any premium to you, if you commit fraud in connection with your application for this insurance or with any changes to this policy.

## Your motor policy

This is **your** RSA motor **policy** booklet.

The information **you** provided, and the declaration **you** agreed to, along with this **policy** booklet, **your schedule** and **your certificate of motor insurance** are all part of **your policy**. Please read them all to avoid any misunderstandings.

**Your policy** may be declared void and **you** will not be entitled to any benefits or help if:

- any part of **your** application for this insurance; or
- any further changes **you** ask for under this **policy**;

**you** falsely represent or fail to fully and accurately disclose, the answers to the requested information.

For example, this could include:

- not telling **us** about motor convictions or not providing a driver licence number;
- not telling **us** about criminal convictions (Convictions considered to be spent under the Rehabilitation of Offenders Act 1974 do not need to be disclosed);
- not telling **us** about previous accidents or losses, even if a claim was not made;
- not telling **us** about modifications to **your car**;
- giving **us** false information about who is the registered keeper or owner of **your car**;
- giving **us** false information about the main user of **your car**; or
- giving **us** false information about the true number of vehicles in **your** household.

This is not a full list. **Your Schedule** contains all of the information **we** need to determine **your** eligibility for this **policy** and how **much** your premium should be. **You** must contact **us** if anything on **your Schedule** changes.

**Your policy** sets out the contract between **you** and **us**, and in return for the premium **we** will cover **you** during the **period of insurance** under the terms set out in **your policy**. This **policy** booklet, together with **your schedule**, gives **you** the details of what **your policy** does and does not cover. Please pay special attention to those pages describing the Conditions and Exceptions which apply to **your whole policy**. It also contains information about our 24-hour helplines, how to make a claim and what **you** can do to make **your car** more secure.

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, **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** live, or, if **you** live in the Channel Islands or the Isle of Man, the law of whichever of those two places in which **you** live.

**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** live, or, if **you** live in either the Channel Islands or the Isle of Man, the courts of whichever of those two places in which **you** live.

**We** hope **you** are happy with **your** policy. If **you** are not, please send **us** the **certificate of motor insurance** within 14 days of the date **you** received **your** policy documents. **We** will then give **you** back **your** money provided there have been no claims under the policy and **you** confirm that **you** are not aware of any incident which may give rise to a claim under this policy.



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Please note that not all of the sections listed below will apply to your policy. Those which do apply are shown in your schedule.

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## Policy definitions

The words defined below will have the same meaning wherever they are shown in **your policy** in bold print.

### Accessories

Accessories are defined as:

- child safety seats;
- roof racks;
- roof boxes;
- cycle carriers; and
- ride cameras.

### British Isles

The British Isles are:

- Great Britain;
- the Republic of Ireland;
- Northern Ireland;
- the Isle of Man;
- the Channel Islands; and
- journeys by water, air or rail within or directly between any of these areas.

### Certificate of motor insurance

The document which proves that **you** have insurance with **us** in respect of this **policy** in line with road traffic laws.

### Driver

Anyone who is shown on **your certificate of motor insurance** as being entitled to drive **your car** and who has **your** permission to drive it.

### Excess

The amounts shown in **your schedule(s)** which **you** must pay when **you** make a claim which is covered by **your policy**.

### Family

A parent, child, grandchild of either the policyholder or the policyholders **Partner**.

### In-car equipment

In-car equipment is:

- a radio, cassette, compact disc player or other audio equipment;
- a phone or other communication equipment;
- navigation equipment designed primarily for use in **your car**; and
- television or other visual entertainment equipment including video cassette recorders, DVD players and games consoles.

The equipment, except for portable navigation equipment, must be permanently fitted in **your car**.

### Key(s)

Key(s) means any device used for starting **your car** or using its locking mechanism or immobiliser.

<b>Market value</b>	The cost of replacing <b>your car</b> with a car of the same make, model, specification, mileage and age, in the same condition as <b>your car</b> was immediately before the loss or damage <b>you</b> are claiming for.
<b>No claim discount</b>	A discount from <b>your</b> premium in return for <b>you</b> not making a claim.
<b>Period of insurance</b>	The length of time for which <b>your policy</b> runs as specified in <b>your schedule(s)</b> .
<b>Policy</b>	<p><b>Your</b> policy is made up of:</p> <ul style="list-style-type: none"> <li>• The record of information that <b>you</b> have provided to <b>us</b>;</li> <li>• this policy booklet;</li> <li>• <b>your schedule(s)</b>; and</li> <li>• <b>your certificate of motor insurance</b>.</li> </ul>
<b>Schedule</b>	<p>The document which describes:</p> <ul style="list-style-type: none"> <li>• <b>you</b>;</li> <li>• any other <b>driver</b>; and</li> <li>• any special details of <b>your policy</b> such as <b>excesses</b>, <b>policy</b> limits or special terms and conditions.</li> </ul>
<b>Temporary Hire car</b>	Any car supplied to <b>you</b> under an agreement between <b>us</b> and one of <b>our</b> temporary hire car suppliers.
<b>Territorial limits</b>	<p>These are:</p> <ul style="list-style-type: none"> <li>• the <b>British Isles</b>;</li> <li>• any country which is a member of the European Union; and</li> <li>• any other country which meets the motor insurance Directives of, and is approved by, the European Commission.</li> <li>• journeys by water, rail or air between or within any of these countries, as long as: <ul style="list-style-type: none"> <li>• <b>your car</b> is transported by a commercial carrier; and</li> <li>• if transport is by water, the route taken does not last more than 65 hours under normal circumstances.</li> </ul> </li> </ul>
<b>Terrorism</b>	<p>Terrorism shall mean an act of any person 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 Her Majesty's government in the United Kingdom or any legitimate government whether or not legally established.</p> <p>However this definition will only apply in respect of cover provided in excess of the minimum Road Traffic Act requirements or as required under local legislation</p>
<b>We, us, our</b>	Royal & Sun Alliance Insurance plc and anyone we may appoint to act on our behalf.

See also conditions and exceptions which apply to your whole policy.

**You, your**

The person named as the policyholder in:

- your **certificate of motor insurance**; and
- your **schedule**.

**Your car**

The car:

- whose details have been reported to and accepted by **us**; and
- whose registration number is shown in **your certificate of motor insurance** and **your schedule**.

This includes any **in-car equipment** fitted as standard by the manufacturer.

**Your partner**

The partner, husband or wife of the policyholder living at the same address as the policyholder. This does not include business partners or associates.

# How to make your car more secure

Important things to remember to keep **your car** safe.

- Whenever there is no-one in **your car**:
  1. close and lock **your car** doors, windows and sun roof.
  2. attach and lock **your** removable roof panel.
  3. secure and lock **your** convertible roof or hood.

Don't forget to lock **your** garage as well. A few seconds is all it takes for a thief to steal **your car** or its contents.

- Take care where **you** park **your car**. If **you** have a garage at home, please use it. When **you** are away from home, try to use secure car parks. If this isn't possible, avoid parking in back streets or quiet areas because these are ideal working conditions for a thief. If **you** have to leave **your car** outside at night, always try to park in a well-lit and busy area.
- Don't leave valuables on show - even when **you** are in the **car**. Thieves have been known to reach through passenger windows when the **car** is not moving.
- Satellite Navigation equipment is very attractive to thieves and could be costly for **you** to replace. When it is not being used, or when there is no-one in **your car**, keep any portable satellite navigation equipment, including any removable fittings which may attract a thief (such as suction cups), in a locked boot or locked glove compartment of **your car**.
- **You** must ensure that **your car** is locked and the **key(s)** removed when no one is in it (for example, at a petrol station), even if it is only for a few seconds. If the **key(s)** are in **your car** and **your car** is stolen, whether **your car** is on the public highway or not, **your policy** will not cover the theft or any damage.
- Fit extra security measures, such as a steering wheel lock or handbrake lock. Better still, consider fitting an engine immobiliser, alarm system, or a tracking device.
- Take care where **you** put **your car keys** once they are removed from the **car**. When **you** are away from home, keep them with **you** at all times. Do not leave them unattended - for example, in a coat or purse. When **you** are at home, try and keep them away from **your** front door, as thieves have been known to 'fish' through the letter box to get hold of them.
- An effective way to beat the car thief is to have **your** windows permanently etched. A thief will then think twice about stealing **your car** as it will be costly for them to replace the glass. Book a visit to **your** local branch of Autoglass, show them **your** current **certificate of motor insurance** and have **your car's** registration or chassis number etched onto **your** glass.

# What you should do when circumstances change

## CHANGES TO INFORMATION SHOWN ON THE CERTIFICATE OF MOTOR INSURANCE

We must be advised of the following changes immediately to ensure accurate documents are issued enabling **you** to legally drive **your car**.

- Change of car/addition of another car
- Change of drivers
- Change of Use.

**You** must also return paper copies of the old **Certificate of Motor Insurance** to us.

### If you change address

Please contact **your** insurance consultant with full details of **your** new address, including the postcode, as soon as **you** know it. They will then let **you** know about any change in **your** premium and send **you** an updated **schedule**.

### If you want to drive another car

**Your policy** may cover only **you** for driving cars which do not belong to **you** or **your partner** (provided **your Certificate of Motor Insurance** shows that **you** have this cover). However, cover is restricted to third party liability only and does not provide cover for loss or damage to the car **you** are driving.

This limited cover can be very useful in an emergency, but if **you** are planning to drive someone else's car regularly **you** should be named on their insurance policy.

### If you need to use your car for towing

**Your policy** provides cover for legal liabilities while **you** are towing, but it doesn't provide cover for loss or damage to the items being towed. **You** will need to arrange separate cover for those items if **you** need loss or damage cover for them.

### If any other circumstances change

**You** must tell us within 30 days (or the current policy expiry date whichever is soonest) if any other circumstances change, for example:

- if **you** have not provided driver licence number, **you** must tell **us** if **you** or any other **driver** has been convicted of any motoring offence including fixed penalty offences, or has any prosecutions outstanding;
- if **you** or any other **driver** receive a driving disqualification – this is necessary even if **you** have supplied driver licence number;
- if **you** or any other **driver** has been involved in any accidents, losses or thefts, regardless of whether a claim was made;

- if **you** or any other **driver** has been convicted of an offence of fraud or dishonesty (e.g. shop lifting, credit card fraud, tax evasion) or have possible prosecutions outstanding (Convictions considered to be spent under the Rehabilitation of Offenders Act 1974 do not need to be disclosed);
- if **you** or any other **driver** develops a notifiable health condition or an existing condition worsens. A notifiable health condition is one which must be referred to the DVLA (please refer to the DVLA D100 leaflet or [www.direct.gov.uk/motoring](http://www.direct.gov.uk/motoring) for a full list of notifiable conditions) Examples of notifiable conditions are Epilepsy or insulin controlled Diabetes;
- if the main **driver** of **your car** changes;
- if the registered keeper or owner of **your car** changes;
- if the place where **your car** is usually kept changes;
- if any modifications are made to **your car** (e.g. any changes which may affect **your car's** performance).
- if the number of vehicles in **your** household changes;

This is not a full list. **Your Schedule** contains all of the information **we** need to determine **your** eligibility for this policy and how much **your** premium should be. **You** must contact **us** if anything on **your Schedule** changes.

### Changes to driver licence number(s)

- if **you** or any **driver** change name or gender, **you** will need to inform the DVLA so that the DVLA can supply a new driver licence number
- If **you** have provided **us** with driver licence number(s), **we** will need to be informed of any changes.

### How your no claim discount works

**You** earn **no claim discount** for each year of cover during which **you** do not claim. The discount increases each year up to the maximum on **your** scale. A single claim, if **you** are 'at fault' (or if **we** cannot recover full losses from another person's insurer) will reduce **your no claim discount**.

However, if **you** have applied and been accepted for **no claim discount** protection cover, **your** discount will not be affected unless **you** have more than two 'at fault' (or if **we** cannot recover full losses from another person's insurer) claims in five years. Upon the occurrence of a third claim **your no claim discount** will be reduced.

### Reduction of cover to 'Laid up' status

If **you** ask **us** to, and depending on **your** existing level of cover, **we** will reduce **your** cover to loss and damage (**section 3**) or fire and theft (**section 2**) and give **you** a refund as long as:

- **your car** is kept in a locked garage and is not used for at least 30 consecutive days,
- **you** provide **us** with notice before **you** stop using **your car** and return **your certificate of motor insurance** to **us**,
- **you** have not made a claim during the current **period of insurance**.

Whilst **your** cover is laid up **you** will have no cover to use **your car** on a road or public highway. **We** can only maintain this level of cover until **your** next renewal.

**You** can, after 30 days, ask **us** to reinstate **your** cover and **we** will calculate the additional premium then due.

# Section I

## Legal liability to others

This section only applies if it is listed in **your schedule**.

### What we cover

#### A. What we cover

We cover legal responsibility for:

- killing or injuring someone; or
- damaging property (**we** will pay up to £20,000,000. This limit includes legal costs for any claim or claims arising from one incident);

After an accident involving:

- **your car**
- a trailer that is attached to **your car**, or
- any other vehicle that **your certificate of motor insurance** allows **you** to use in the **British Isles**.

#### B. Who we cover

We cover **you**:

- using **your car**
- using any other vehicle that **your certificate of motor insurance** allows **you** to use in the **British Isles**.

We cover the following other people:

- any **driver** using **your car**;
- anyone **you** allow to use (but not drive) **your car** for social, domestic and pleasure purposes,
- anyone who is a passenger in **your car**
- any employer of a **driver** shown on **your certificate of motor insurance**, as long as **your certificate of motor insurance** allows the use **your car** is put to,
- the legal representatives of any person who dies and who would have been covered under this section.

### What we do not cover

We do not cover the following:

1. Loss of or damage to **your car** or any other property which is owned by or in the care of anyone making a claim under this section.
2. Legal liability for death of or physical injury to anyone as a result of their job, except as required under road traffic laws.
3. Legal liability in connection with any vehicle which belongs to or is hired to the employer or business partner of **you** or **your partner**, if there is any other insurance policy covering the same liability.
4. The legal liability of anyone who is not driving but who is claiming cover if they know that the **driver** does not have a valid licence to drive **your car**.
5. The legal liability of anyone other than **you**, if they are entitled to cover under any other insurance policy.
6. Legal liability, except as required under road traffic laws, as a result of using a vehicle on any part of an airport or airfield provided for aircraft movement, parking or maintenance.
7. We will not be liable for any consequence of **terrorism** except to the extent necessary to meet the requirements of any road traffic legislation.



## What we cover

### C. Cover for legal costs and expenses

We cover **you** and those people in **Section I Part B** for the following for any incident which might involve legal liability under **your policy**.

- The costs of defence against a charge of manslaughter or causing death by dangerous driving. **You** must have **our** written permission before agreeing to these costs.
- Solicitors' fees at a coroner's inquest, fatal inquiry or magistrates' court. **You** must have **our** written permission before agreeing to these costs.
- Other legal fees, costs and expenses which **we** have agreed to in writing.

### D. Cover abroad

We provide the minimum cover required by law to allow **you** to use **your car** in any of the following countries.

- Any country which is a member of the European Union.
- Any other country which meets the motor insurance Directives of, and which is approved by, the European Commission.

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

### E. Emergency treatment fees

We will pay the cost of any emergency medical treatment required under road traffic laws.

If **we** pay emergency treatment fees, this will not affect **your no claim discount**.

## What we do not cover

We do not cover the following:

8. Use to secure the release of a motor **car**, not otherwise specifically the subject of insurance by this policy, which has been seized by, or on behalf of, any government or public authority

See previous page for details of what **we** do not cover under this section.

## Section 2

# Fire and theft

This section only applies if it is listed in **your schedule**.

### What we cover

We cover loss or damage caused by fire, lightning, explosion, theft or attempted theft to:

- **your car**;
- **in-car equipment**;
- **accessories** and spare parts which are fitted into or onto **your car** or kept in **your** private garage;
- a trailer (if **your schedule** shows that **you** have this cover); and
- **temporary hire car**.

If we give **you** a **temporary hire car**, we will cover it as if it was covered under **Section 3** and **Section 4**.

For claims conditions relating to this section please read '**How we will settle a claim under Sections 2, 3 and 4**'.

### What we do not cover

We do not cover the following:

1. Any **excess** shown under 'Fire' or 'Theft Excess' in **your schedule** for any loss or damage to **your car** which is caused by fire theft or attempted theft.

These **excesses** will not apply if **your car** is in **your** locked private garage at the time of the fire, theft or attempted theft.

2. Loss of value.
3. Wear and tear.
4. Loss of use.
5. Loss or damage to a part that breaks or fails and any resulting loss or damage caused to any other parts.
6. Damage to tyres caused by punctures, cuts or bursts.
7. Loss or damage resulting from **your car** being taken, without **your** permission, by:
  - **your partner**;
  - **your** boyfriend or girlfriend;
  - **your** children (including step and foster children);
  - domestic staff in your employ;
  - anyone who normally lives with **you**; or
  - a member of **your family**.

### What we do not cover

8. Any loss or damage to **your car** if:
  - **your car** is unlocked;
  - **your car** windows or sunroof are open; or
  - **your car** removable roof panel, convertible roof or hood is not fitted and secured in the upright position on **your car** at the time of loss, or
  - **your car key(s)** are in or on **your car**;
  - **your car** has been left unattended with the engine running;when there is no-one in it.

## Section 3

# Loss and damage

This section only applies if it is listed in **your schedule**.

### What we cover

#### A. Loss and damage

We cover loss of or damage to:

- **your car**;
- **in-car equipment**;
- **accessories** and spare parts which are fitted into or onto **your car** or kept in **your** private garage;
- a trailer (if **your schedule** shows that **you** have this cover); and
- **temporary hire car**.

#### B. New car replacement

If **you** buy **your car** new and within 12 months it is:

- stolen and not recovered; or
- damaged and the repair cost is more than 60% of its current new list price including VAT (where appropriate);

**we** may replace it with a new car of the same UK specification.

#### C. Emergency overnight accommodation

We will pay up to the amount shown as 'Overnight accommodation' in **your schedule** for necessary expenses for emergency accommodation if **you** or any other **driver**:

- cannot use **your car** during a journey as a result of loss or damage which **we** cover;
- cannot reach **your** destination.

For claims conditions relating to this section please read '**How we will settle a claim under Sections 2, 3 and 4**'.

### What we do not cover

We do not cover the following:

1. Any **excess** shown under 'Accidental Damage Excess' in **your schedule** for any loss or damage to **your car**.

This **excess** will not apply to loss or damage caused by fire, theft and attempted theft.

2. Any additional **excess** shown in **your schedule** for young or inexperienced **drivers** for any loss or damage while **your car** is being driven by them or in their care.

This **excess** will not apply when **your car** is in the care of:

- a garage or similar motor trade organisation for servicing or repair; or
- a hotel or restaurant for the purpose of parking.

3. Any **excess** shown under 'Fire' or 'Theft Excess' in **your schedule** for any loss or damage to **your car** which is caused by fire, theft or attempted theft.

These **excesses** will not apply if **your car** is in **your** locked private garage at the time of the fire, theft or attempted theft.

4. Loss of value.
5. Wear and tear.
6. Loss of use.
7. Loss or damage to a part that breaks or fails and any resulting loss or damage caused to any other parts.

## What we cover

### D. Loss of road tax

If **your car** is stolen and unrecovered, or damaged and **our** engineer confirms the vehicle is a total loss, **we** will pay for any road tax that is still left that **you** are not able to recover from the licensing authorities.

## What we do not cover

8. Damage to tyres caused by punctures, cuts or bursts.
9. Loss or damage resulting from **your car** being taken, without **your** permission, by:
  - **your partner**;
  - **your** boyfriend or girlfriend;
  - **your** children (including step and foster children);
  - domestic staff in your employ;
  - anyone who normally lives with **you**; or
  - a member of **your family**.
10. Any loss or damage to **your car** if:
  - **your car** is unlocked;
  - **your car** windows or sunroof are open; or
  - **your car** removable roof panel, convertible roof or hood is not fitted and secured in the upright position on your car at the time of loss, or
  - **your car key(s)** are in or on **your car**;
  - **your car** has been left unattended with the engine running;
 when there is no-one in it.
11. Loss or damage caused by deception.
12. Loss or theft of portable satellite navigation equipment when there is no-one in **your car**, unless it is stored out of sight in either a locked boot or glove compartment.

### Important note:

Exceptions 1 to 12 apply to all of this section.

## Section 4

# Windscreen cover

This section only applies if it is listed in **your schedule**.

### What we cover

**We** cover loss of or damage to the windscreen, windows and glass sunroof of **your car** or of any **temporary hire car** and any scratches to the bodywork which is caused by the broken glass.

If **you** only make a claim under this section it will not affect **your no claim discount**.

For claims conditions relating to this section please read '**How we will settle a claim under Sections 2, 3 and 4**'.

### What we do not cover

Any **excess** shown under 'Windscreen or Window Glass Replacement Excess' or 'Windscreen or Window Glass Repair Excess' in **your schedule** for:

- any claim which is for repairing or replacing glass;
- any scratching of the bodywork which is caused by the broken glass.

# How we will settle a claim under sections 2, 3 and 4

## A. The maximum amounts we will cover

We will provide cover up to the following amounts.

1. For **your car**, either;
  - a) the **market value**; or
  - b) the cost of a replacement new car (**Section 3B**).
2. For **in-car equipment** – if the equipment has been fitted as standard by **your car's** manufacturer, **we** consider it to be part of **your car** and so no separate limit applies. Otherwise, **we** will pay up to the amount shown as 'In-car equipment cover' on **your schedule**.
3. For **your car's accessories** and spare parts – the manufacturer's last published retail price. **We** will also provide cover for any child safety seats which are fitted to **your car** at the time of an incident, even if there is no apparent damage.
4. For any trailer – the amount shown on **your schedule**.
5. For emergency accommodation – up to the amount shown as 'Overnight accommodation' on **your schedule**.

## B. How we will settle your claim

If the loss or damage is covered under **your policy**, **we** will settle **your** claim as explained below. If **your car** is lost or damaged **we**:

- may choose to repair the damage or pay the amount of loss or damage;
- may decide to use recycled parts or parts or **accessories** that are not supplied by the original manufacturer.
- if **your car** is lost and never found, or if in **our** view, it cannot be repaired for a reasonable cost, **we** will pay either:
  - a) the **market value**; or
  - b) the cost of a replacement new car (**Sections 2B and 3B**)
 Should we choose to pay the **market value** or purchase a replacement new car, **your car** will become **our** property.
- **We** will deal with a claim for loss or damage to a **trailer** in the same way, as long as cover for the **trailer** is shown on **your schedule**.

## 2. In-car equipment

If the **in-car equipment** is lost or damaged, **we** will:

- pay for the damage to be repaired (if repairs can be made for a reasonable cost); or
- if repairs cannot be made for a reasonable cost, or if the item is lost and never found, **we** will arrange replacement with property of similar quality and value.

## 3. Temporary Hire Car

If a **temporary hire car** is lost or damaged, **we** will settle the claim with the repairer or **temporary hire car** supplier under the terms of **your policy** and under any agreement **you** have with the repairer, **temporary hire car** supplier or **us** relating to the **temporary hire car**.

Any claim for loss or damage to a **temporary hire car** will affect **your no claim discount** as if **you** were claiming for loss or damage to **your car**. Any excess which would apply to **your car** if **you** had comprehensive cover will also apply to a **temporary hire car**.

## C. Hiring and other agreements

If **we** know **you** are paying for **your car** by hire purchase or under a leasing agreement then **we** will do either of the following:

- If **we** are paying the cost of replacing the **car**, **we** will pay the proceeds of the claim to the company to which **you** are liable under the hire purchase agreement or from which **you** are leasing **your car**. If **you** owe under the hire purchase or lease agreement an amount less than the proceeds of **your** claim, **we** will pay **you** the difference
- If **we** replace the **car**, **we** must have the permission of the company from which **you** are buying or leasing **your car** to do so.

## D. Protecting, removing and delivering your car

If the loss or damage is covered under **your policy**, **we** will pay the costs of:

- taking **your car** to the nearest repairer if it cannot be driven; and
- delivering **your car** to **your** address in the **British Isles** after it has been repaired.



## Section 5

# Personal accident

This section only applies if it is listed in **your schedule**.

### What we cover

**We** will pay the amount shown as 'Personal accident' in **your schedule** if **you** or **your partner** are accidentally injured:

- in any car; or
- while getting into or out of any car

The injury must be directly connected with **your car** and the only cause within 3 months of

- death
- permanent loss of sight in one or both eyes;
- loss of one or more limbs at or above the wrist or ankle; or
- permanent loss of use of one or more limbs.

**You** and **your partner** must keep to the law relating to seatbelts.

**We** will only pay one benefit for death or injury to any person for any one incident.

### What we do not cover

**We** do not cover the following:

1. Death or injury caused by suicide or attempted suicide.
2. If anyone claiming is convicted in connection with the incident of a drink-driving offence or of driving under the influence of drugs.
3. If anyone **you** are claiming for dies and was driving at the time of the incident, and is then found to have a higher level of alcohol or drugs in the blood than is allowed by law.

## Section 6

# Medical expenses

This section only applies if it is listed in **your schedule**.

### What we cover

**We** will pay benefit up to the amount shown as 'Medical expenses' in **your schedule** for the cost of medical treatment for anyone injured in an accident in **your car**.

## Section 7

# Personal effects

This section only applies if it is listed in **your schedule**.

### What we cover

**We** cover loss of or damage to personal possessions in or on **your car** up to the amount shown as 'Personal effects' in **your schedule**.

**We** will pay **you** or, if **you** prefer, the owner of the property.

### What we do not cover

**We** do not cover the following:

1. Money, stamps, tickets, documents, bonds, vouchers, lottery tickets, scratchcards, raffle tickets, Air Miles, trade samples or any property insured under any other insurance policy.
2. Personal possessions stolen from an open-top or convertible car, unless they are kept in a locked boot or locked glove compartment.
3. Loss of or damage to personal possessions carried in or on a trailer.
4. Wear, tear, loss of value and loss of use.
5. Goods, tools of trade/samples connected with **your** work or any other trade or any container for these things.
6. Any loss or damage as a result of theft or attempted theft if:
  - **your car** is unlocked;
  - **your car** windows are open;
  - **your car** sun roof is left open or unlocked;
  - **your car key(s)** are in, or on **your car**; when there is no-one in it or.
  - The incident hasn't been reported to the Police.

## Section 8

### Foreign use

This section only applies if it is listed in **your schedule**.

#### What we cover

If **you** take **your car** to any country in the **territorial limits** outside of the **British Isles**, **your policy** cover will apply up to the number of days shown as 'Foreign use' in **your schedule**.

If the length of any visit (or the total length of all visits during the **period of insurance**) is greater than the number of days shown as 'Foreign use' in **your schedule**, **you** must tell **us** before **you** take **your car** abroad. **You** will have to pay an extra premium to extend **your** cover.

If **your certificate of motor insurance** allows **you** to drive any other car, cover for that car is restricted to the **British Isles**.

See also **Section I Legal liability to others - D. Cover Abroad** for details of the minimum cover required by law we provide in

- any country which is a member of the European Union.
- any other country which meets the motor insurance Directives of, and is approved by, the European Commission.

See also 'What you should do if you take your car abroad' on pages 57 - 58.

## Section 9

### No claim discount

This section only applies if listed in **your schedule**.

How **your no claim discount** works.

**You** earn **no claim discount** for each year of cover during which **you** do not claim. The discount increases each year up to the maximum shown below. Any claims, if **you** are 'at fault' (or **we** cannot recover full losses from another person's insurer) will reduce **your no claim discount** in line with the scale shown below.

**You** cannot transfer **your no claim discount** to anyone else.

#### NCD scale

No Claim discount you are entitled to at the start of your policy or when it was renewed last year.	Number of claims made during the period of insurance			
	No Claims New No claim discount	One Claim New No claim discount	Two claims New No claim discount	Three or more claims. New No Claim Discount
9 years	9 years	4 years	2 years	Zero
8 years	9 years	3 years	1 years	Zero
7 years	8 years	3 years	1 years	Zero
6 years	7 years	3 years	1 years	Zero
5 years	6 years	3 years	1 years	Zero
4 years	5 years	2 years	Zero	Zero
3 years	4 years	1 year	Zero	Zero
2 years	3 years	Zero	Zero	Zero
1 year	2 years	Zero	Zero	Zero
Zero	1 year	Zero	Zero	Zero

Claims for the following will not affect **your no claim discount**

1. Damage to windscreen or glass, if this is the only damage
2. Fees for emergency treatment
3. A claim under the Personal Accident Section
4. A Claim under the Breakdown Section
5. A Claim under the Legal Section

See also conditions and exceptions which apply to your whole policy.

# Section 10

## No Claim Discount Protection

This section only applies if it is listed in **your schedule**

If **you** have chosen **no claim discount** protection, **we** will not reduce **your no claim discount** unless more than two claims happen over five consecutive **periods of insurance**.

If more than two claims happen in the period stated above:

**We** will reduce **your no claim discount** in line with the scale below

This section will no longer apply

Section 9 **No claim discount** will apply from the next renewal.

Earned No claim discount you are entitled to at the start of your policy or when it was renewed last year.	Earned no claim discount applicable at the next renewal if no claim discount is protected and claims made over five consecutive periods of insurance and at least one claim in the last period of insurance....				
	No Claims New No claim discount	One or Two Claims New No claim discount	Three claims. New No claim discount -	Four or more claims. New No claim discount -	Five or more claims. New No claim discount -
9 years	9 years	9 years	4 years	2 years	Zero
8 years	9 years	8 years	3 years	1 year	Zero
7 years	8 years	7 years	3 years	1 year	Zero
6 years	7 years	6 years	3 years	1 year	Zero
5 years	6 years	5 years	3 years	1 year	Zero
4 years	5 years	4 years	2 years	Zero	Zero

Claims for the following will not affect **your no claim discount**

1. Damage to windscreen or glass, if this is the only damage
2. Fees for emergency treatment
3. A claim under the Personal Accident Section
4. A Claim under the Breakdown Section
5. A Claim under the Legal Section

## Section II

### Legal assistance plan – definitions

This section only applies if it is listed in **your schedule**. The words listed below have the following meanings and apply to this section only.

<b>Legal expenses</b>	Legal fees, costs and other expenses: <ol style="list-style-type: none"> <li>i. Which <b>your Legal Representative</b> charges <b>you</b> in connection with bringing a claim for <b>Uninsured Losses</b></li> <li>ii. Which a court has ordered <b>you</b> to pay or which <b>you</b> have agreed to pay on the advice of <b>your Legal Representative</b> arising from <b>Legal Proceedings</b></li> </ol>
<b>Legal proceedings</b>	Civil proceedings arising out of the use of <b>your car</b> by <b>you</b> following a <b>Motor Accident</b> within the <b>British Isles</b> .
<b>Legal representative</b>	The solicitor or other suitably qualified person or firm appointed by <b>you</b> to act on <b>your</b> behalf in respect of a <b>Motor Accident</b> .
<b>Motor accident</b>	An Incident which happens when <b>you</b> are using <b>your car</b> during the <b>Period of Insurance</b> and within the <b>British Isles</b> which was not <b>your</b> fault and which gives rise to <b>Uninsured Losses</b>
<b>Reasonable prospects</b>	Fifty one per cent (51%) or more prospects of successfully receiving money by way of compensation in relation to a <b>Motor Accident</b> which was not <b>your</b> fault.
<b>Road traffic proceedings</b>	Criminal proceedings brought against <b>you</b> for any offence under the road traffic laws whilst using <b>your car</b> within the <b>British Isles</b> in relation to a <b>Motor Accident</b> (other than those which are already provided for under Section I Part B, D Legal Costs).
<b>Uninsured losses</b>	Bodily injury or death to <b>you</b> or other losses and expenses <b>you</b> have sustained as a result of a <b>Motor Accident</b> which was not <b>your</b> fault and which are recoverable as damages and which are not otherwise paid for under <b>your Policy</b> . Such claims may include accidental loss of or damage to <b>your car</b> , or property whilst it is in, or attached to, <b>your car</b> and/or loss of use of <b>your car</b> .
<b>We, us, our</b>	Royal & Sun Alliance Insurance plc and anyone <b>we</b> may appoint to act on <b>our</b> behalf.

## Section II

### Legal assistance plan – definitions

**You, your**

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

**Your car**

The car stated in the **schedule**, any replacement vehicle **we** arrange for **you** while **your car** 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 car**.



# Section II

## Legal assistance plan Part I – What we cover

This section only applies if it is listed in **your schedule**.

### 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 equating to:
  - i. 25% of the damages recovered (or in the event **you** lose, 25% of the **Uninsured Losses** you would otherwise expect 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 under A, B and C

1. 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.
2. 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).
3. 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).
4. **Legal Expenses** if the claim is reported to us more than 180 days after the **Motor Accident**.
5. **Legal Expenses** if the **Motor Accident** happened before the start of cover under this section.
6. **Legal Expenses** incurred before we have accepted the claim in writing unless this has been agreed by us.
7. 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

### What is covered

- 2) **Claims subject to Fixed Cost rules**  
If **your** 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 under the equivalent Scottish or Northern Irish laws, rules and practices.

The most **we** will pay for **Legal Expenses** arising from a claim or series of connected claims is up to the limit shown in relations to Legal Assistance Plan in **your** **Policy 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 under A, B and C

8. Any **Legal Expenses** if **you** withdraw from the **Legal Proceedings** without **our** agreement. **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.
9. **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
10. Any claim arising from damage to **your** **car** where such claim is made against **you**
11. The expenses for an expert witness, unless **we** have given permission for the witness to be appointed
12. 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.
13. Any claim arising from a malicious act.
14. **Legal Expenses** you are able to recover from any other person.
15. Legal costs and expenses of defending **Road Traffic Proceedings** resulting from offences connected with violent or dishonest conduct.
16. The legal costs and expenses of any appeal if **you** are unsuccessful in any **Road Traffic Proceedings**.
17. **Legal Expenses** arising from defective repairs, mechanical breakdown or general maintenance of **your** **car**.

## What is covered

### **B - Defence Costs for Road Traffic Proceedings**

**We** will also pay all costs, expenses and disbursements which **your Legal Representative** reasonably and proportionately charges **you** to:

- defend **you** for 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 Legal Assistance Plan arising from on 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 under A, B and C

18. Any costs incurred by **you** or **your Legal Representative** in providing **us** with information or documentation under this **Policy**.

# Section 11

## Legal assistance plan Part 2 – 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 **your** 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 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 value of legal costs to be incurred in obtaining such 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 unless **you** have **our** permission. **We** will not withhold **our** permission without a good reason. If **you** reject or delay acceptance of an offer 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 any offer to settle the claim should be accepted, but **you** reject that offer and the amount of the offer is equal to or greater than the total compensation which **you** are eventually awarded or agree to accept, **we** will not pay for any **Legal Expenses** incurred from the date of that offer.

**We** 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** 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 **your policy** where there is a valid reason for doing so. If **we** do this **we** will write to **you** at **your** last known address giving **you** at least 7 days notice. This letter will confirm any action required from **you**, together with the date from which the policy will be cancelled if **you** do not comply with **our** requirements.

Valid reasons may include but are not limited to:

- A default in instalment payments due under any linked loan agreement. If **you** pay **your** premium monthly, cover under this policy will end if **you** do not pay any monthly premium when it is due. If **you** cancel **your** policy after an event which may lead to a claim, **you** must pay **us** the rest of **your** premium up until the next renewal date.
- Where **we** have been unable to collect a premium payment.
- Failing to provide information or documentation requested by **us**. This may include but is not limited to Information required by **us** to process a claim or defend **our** interests.
- Use of threatening or abusive behaviour or language, or intimidation or bullying of **our** staff or suppliers

## Section I2 Replacement locks

This section only applies if it is listed in **your schedule**.

### What we cover

**We** cover theft of **your car key(s)**.

**We** will settle the claim by paying to replace the appropriate locks or locking mechanism provided that the identity or location of **your car** is known to any person who may have the **keys**.

### What we do not cover

**We** do not cover accidental loss of **your car key(s)**.

## Section 13

### Breakdown – definition

This section only applies if it is listed in **your schedule**. The cover provided will depend upon the level of Breakdown cover shown in the **schedule**. The words listed below have the following meanings in this Section only.

<b>Assistance service</b>	Provision of emergency assistance, vehicle recovery, emergency accommodation or car hire, and any other help <b>we</b> may give <b>you</b> .
<b>Your car</b>	For the purposes of this section, in addition to the policy definition of <b>your car</b> , it includes any caravan or trailer that has been properly built to be towed by <b>your car</b> when attached by a 50 millimetre ball coupling.
<b>Breakdown</b>	The mechanical breakdown, breakage or failure of any part that is essential for <b>your car</b> to move.
<b>Emergency assistance</b>	Attendance (arranged by <b>us</b> ) of a recovery agent at the scene of the breakdown to try to make <b>your car</b> roadworthy. If this cannot be done, the recovery agent will arrange for <b>your car</b> to be taken to a repairer.
<b>Immobilised</b>	<b>Your car</b> cannot be driven, or is regarded as unsafe or unfit to be used on a public highway, as a result of the breakdown.



# Section 13

## Breakdown Part 1 – Roadside assistance

This section only applies if it is listed in **your schedule**. The cover provided under this part of the section is limited to breakdowns which happen within Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man and the Channel Islands.

### What we cover

#### 1. Roadside assistance

If **your car** has a breakdown, **we** will provide **emergency assistance** at the scene of the **breakdown**, for up to one hour, to make it roadworthy.

If **your car** cannot be made roadworthy at the scene of the **breakdown**, **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**.

If the **breakdown** has been caused by **your car** running out of fuel, **we** will provide **emergency assistance** for replacement fuel.

**We** will provide **emergency assistance** if **your car** is **immobilised** as a result of a flat battery or a flat tyre, or incorrect fuel being accidentally put in **your car**.

**We** will provide **emergency assistance** if **you** accidentally lock **your keys** in **your car** or if **your car** is immobilised due to loss of, or damage to **your keys**. When **we** provide **emergency assistance** for this service, **we** will ask **you** to provide suitable identification.

After a breakdown, if **you** ask, **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 we do not cover

1. **Emergency Assistance** at or within one mile of **your** home address, or where **your car** is normally kept, except where **you** have cover under **Part 3 – Homecall**.
2. The cost of transporting **your car** to a repairer more than 10 miles from the scene of the **breakdown**, except where **you** have cover under **Part 2 - Recovery**. **We** will charge **you** for mileage that is more than 10 miles.

## Section 13

# Breakdown Part 2 – Recovery

This section only applies if it is listed in **your schedule**. The cover provided under this part of the section is limited to breakdowns which happen within Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man and the Channel Islands.

### What we cover

#### 2. Recovery

If **your car** cannot be made roadworthy within one hour of commencement of **emergency assistance** at the scene of the **breakdown**, we will arrange for it to be taken to a repairer of **your** choice, **your** destination, **your** home address or where **your car** 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 car** after repairs have been completed.

**We** will also pay the cost of the following:

- Continuing the journey to **your** destination or repairer, or returning to **your** home address or where **your car** is normally kept, for the **driver** and up to eight passengers. **We** will do this by providing:
  1. a hire car for up to 24 hours (depending on what is available, the hire car **we** provide will be of a similar class to **your car**, with an engine capacity up to 2500cc); or
  2. an alternative form of transport of **our** choice.
- Or, **we** will pay emergency accommodation for one night for **you** and up to eight passengers while waiting for the repairs to be completed. This will include bed and breakfast but no other meals or expenses. The maximum amount **we** will pay is shown under 'Emergency Accommodation' in **your schedule**.

### What we do not cover

1. **Emergency assistance** at or within one mile of **your** home address, or where **your car** is normally kept, except where 'Homecall' also applies.
2. Any costs for car hire if the hire of a replacement car has been refused by the hirer under the hirer's normal terms and conditions (see **Section 13 Breakdown Part 5 - Conditions, D Conditions of car hire**).

### What we cover

If **you** are declared medically unfit to drive **your car** during the journey and none of the passengers can drive it, **we** will recover **your car**, and will transport it, the **driver** and up to eight passengers to **your** destination, **your** home address or where **your car** is normally kept. **You** will need to produce some form of medical certificate confirming that **you** are medically unfit to drive.

### What we do not cover

## Section 13

### Breakdown Part 3 – Homecall

This section only applies if it is listed in **your schedule**. The cover provided under this part of the section is limited to breakdowns which happen within Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man and the Channel Islands.

#### What we cover

##### 3. Homecall

If **your car** has a breakdown at or within one mile of **your** home address, or where it is normally kept, **we** will provide **emergency assistance** for up to one hour to make **your car** roadworthy.

If **your car** cannot be made roadworthy, **we** will arrange for it to be taken to a repairer of **your** choice.

#### What we do not cover

1. The cost of transporting **your car** to a repairer more than 10 miles from the scene of the **breakdown**, except where **Part 2 - Recovery** also applies. **We** will charge **you** for mileage that is more than 10 miles.

## Section 13

### Breakdown Part 4 – European assistance

This section only applies if it is listed in **your schedule**. The cover provided by this part of this section is limited to incidents which happen in Albania, Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus (Greek), Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Holland, Hungary, Iceland, Israel, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Morocco, Netherlands, Norway, Poland, Portugal, Romania, Serbia and Montenegro, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Tunisia and Turkey.

#### What we cover

#### 4. European Assistance

If **your car** is unfit to drive as a result of fire, theft, accidental damage or **breakdown**, **we** will provide **emergency assistance** at the scene for up to one hour to make **your car** roadworthy.

If **your car** cannot be made roadworthy at the scene of the **immobilising** incident, **we** will arrange for it to be taken to a suitable repairer or **your** destination. **We** will pay the costs (no more than the cost of a standard-class ticket) for one person to collect **your car** after repairs have been completed.

**We** will also pay for the following:

- Continuing the journey to the destination or to the repairer, for the **driver** and up to eight passengers. **We** will do this by providing:
  1. a hire car (depending on what is available, the hire car **we** provide will be of a similar class to **your car**, with an engine capacity up to 2500cc - the maximum amount **we** will pay is shown under 'European Self-drive hire' in **your schedule**); or
  2. an alternative form of transport of **our** choice.

Or, **we** will pay **emergency accommodation** for one night for **you** and up to eight passengers while waiting for repairs to be completed.

#### What we do not cover

1. Any costs for car hire if the hire of a replacement car has been refused by the hirer under the hirer's normal terms and conditions (see **Section 13 Breakdown Part 5 - Conditions, D Conditions of car hire**).

## What we cover

This will include bed and breakfast but no other meals or expenses. The maximum amount **we** will pay is shown under 'European Emergency Accommodation' in **your schedule**.

If **your car** cannot be made roadworthy by the intended date of **your** return to the United Kingdom, **we** will pay for the following:

- The cost of transporting **your car** to **your** home address or where **your car** is normally kept. This cost may include storage costs and the cost of transporting and delivering it. The maximum amount **we** will pay is the current **market value** of **your car** in the UK; or
- the cost for one person to travel by public transport to collect **your car** and drive it direct to **your** home address or where **your car** 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 car**.

If **you** are declared medically unfit to drive **your car** during the journey and none of the passengers can drive it, **we** will provide a suitably-qualified **driver** to drive **your car** to **your** destination, **your** home address or where **your car** 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 time scale. **You** will need to produce some form of medical certificate confirming that **you** are medically unfit to drive.

If the **breakdown** has been caused by **your car** running out of fuel, **we** will provide **emergency assistance** for replacement fuel.

## What we cover

**We** will provide **emergency assistance** if **your car** is immobilised as a result of a flat battery or flat tyre, or incorrect fuel being accidentally put in **your car**.

**We** will provide **emergency assistance** if **your car** is immobilised due to loss of, or damage to, **keys**. When **we** provide **emergency assistance** for this service, **we** will ask **you** to provide suitable identification.

After **your car** becomes immobilised, and if **you** ask, **we** will try to get a message to a person of **your** choice as long as **we** can contact that person by phone, text message, email, or fax.

If **your** tent is damaged as a result of fire, theft or accidental damage, **we** will provide a similar tent for the rest of **your** holiday. The maximum amount **we** will pay is shown under the section of **your schedule** which refers to European Assistance and marked "European Tent Hire".

## Section 13

### Breakdown Part 5 – Conditions

Applicable to all levels of Breakdown cover

#### A. Looking after your car

1. **You** must replace any part of **your car** 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 recovery agent's normal call-out charge.
2. **You** must maintain **your car** in line with the manufacturer's recommendations and only use it in a roadworthy condition.
3. **You** must carry a serviceable spare wheel for **your car** (including a spare wheel for any caravan or trailer whilst being towed) at all times.
4. **Your car** must be covered by a valid MOT certificate, if applicable.

#### B. Requests for emergency assistance

1. 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.
2. **You** must quote the **policy** number when calling for **emergency assistance** so **we** can confirm that cover under this section applies.
3. The **driver** or another person covered under the **policy** must be there when the recovery agent is providing **emergency assistance**.

#### C. Selecting the appropriate assistance service

1. 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.

#### D. Conditions of car hire

The car must be hired to a person who is covered under the **policy**. He or she will be responsible for collecting and returning the car to the car hirer.

1. The car hirer's normal terms and conditions will apply. This may mean that:
  - they may refuse to hire a car to anyone covered under the **policy** who is under 21 or over 70, has held a driving licence for less than one year, or who has certain endorsements on their licence; or
  - they may need a deposit for the cost of fuel and to protect the car hirer against the car not being returned.
2. The availability of car hire is not guaranteed.

See also conditions and exceptions which apply to your whole policy.



3. **We** cannot guarantee to provide a car with a towbar, child seats or an automatic gearbox, which will take roof bars, a roof rack or a roof box.

### **E. Safety of contents**

1. The **driver** is responsible for the contents of **your car** as long as he or she is covered under the **policy**.
2. If **your car** is recovered, **we** will decide whether to transport any animal, it is **your** responsibility to make alternative arrangements for its transportation.

### **F. Responsibility for the repairer's acts or neglect**

Once **your car** has been taken to a repairer, **we** will not be responsible for any repair work they do while they are following **your** instructions.

### **G. Emergency assistance which is no longer needed**

After asking for emergency assistance, if **you** or anyone covered under the **policy** repairs **your car** and **you** do not tell **us** about this, **we** may charge a fee that is the same as the recovery agent's normal call-out charge.

### **H. Collecting the car following a repair**

**You** are responsible for collecting **your car** from the garage after repairs have been completed.

### **I. Cancellation**

**You** may cancel this section of the **policy** at any time. **We** will refund the appropriate proportion of **your** premium worked out from either the date **you** contact **us**, or the future date from which **you** would like this section of **your policy** cancelled, provided that with the exception of claims under **Section 4 – Windscreen** or **Section 12 – Breakdown**, there have been no claims under this **policy** and **you** are not aware of any incident which may give rise to a claim under this **policy**

**We** may cancel **your policy** in the event of 5 **breakdowns** occurring within any one **period of insurance** or where there is a valid reason for doing so. If **we** do this **we** will write to **you** at **your** last known address giving **you** at least 7 days notice. This letter will confirm any action required from **you**, together with the date from which the policy will be cancelled if **you** do not comply with **our** requirements. Full details can be found in Policy Condition G of your policy booklet.

**We** will then refund the appropriate proportion of the premium already paid in respect of this section for the remaining **period of insurance**.

### **J. Notice**

**You** must report a **breakdown** as soon as possible by phoning the emergency number provided, even if **you** do not need the assistance straight away.

## Section 13

# Breakdown Part 6 – Exclusions

### What is not covered

Applicable to all levels of Breakdown cover.

1. Any labour charge for work in addition to **emergency assistance**, the cost of spare parts and the cost of replacing fuel or **your car key(s)**.
2. The cost associated with draining or removing an inappropriate fuel or other fluid having been put in **your car**.
3. Damage as a direct result of getting into **your car** 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. If **your car** has been partly or completely buried in mud, snow, sand or water, and this is the sole reason for claiming.
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 anyone covered under the **policy**.
9. **Breakdown** resulting from **your car** carrying more passengers, or towing a greater weight, than intended, or driving on unsuitable ground.
10. Any liability or any other costs or losses that result directly or indirectly from providing **emergency assistance**.
11. Any extra hire car charges, other than the rental charge, if **we** provide a hire car.
12. Any incident, which results in **your car** being **immobilised**, which happened before cover under this section of the **policy** started.
13. Requests for **emergency assistance** resulting from not being able to get fuel or other supplies essential for **your car** to move, due to fuel or other supplies being scarce in the country in which **you** are driving.
14. Loss or damage to the contents of **your car**.

15. Any cost **you** have to pay for sea or river transit unless claimed under **Part 4 - European Assistance**.
16. Any costs **we** have not agreed to pay beforehand.
17. Recovering **your car** if it is considered to be dangerous or illegal to load or transport.
18. **Breakdown** due to the failure to replace faulty parts, including the battery, within 28 days of the previous **breakdown** of the same or similar cause.
19. More than 5 **breakdowns** within one **period of insurance**.
20. Any storage charges **you** may have to pay while **your car** is being repaired at a garage.
21. Any costs incurred as a result of **you** failing to carry a serviceable spare tyre and wheel, or incurred in arranging the removal of a wheel secured by locking wheel nuts when **you** are unable to provide a serviceable key, appropriate to **your car**, caravan or trailer.

Please note: Motorised Vehicles that are manufactured without the provision of a spare wheel will be considered on their individual merits. Assistance in changing a wheel is covered, subject to **you** carrying a serviceable spare as specified above.

## Conditions which apply to your whole policy

The following conditions apply to every section of **your policy**.

Failure to comply with **your** obligations as noted within these conditions may result in

- 1) a claim being rejected or reduced;
- 2) **your policy** being declared invalid.

### A. Reporting a claim

**You** must tell **us** as soon as possible about any incident or legal proceedings which may lead to a claim.

If there has been a theft or attempted theft, **you** must also tell the police as soon as possible.

If there has been a theft or attempted theft, **you** must also tell the police as soon as possible. **You** should initially notify **us** of **your** claim by phone. **Your** initial claim contact number is shown in **your policy** documentation/on **our** website. If **we** then decide that **we** need an Accident or Theft Report form **we** will send one to **you** which **you** should complete and return as soon as possible.

Ideally when **you** call **you** will provide:

- Name, address and contact phone number(s) (for **you** and the **driver** of **your car** if not **you**). **We** will ask for information about convictions so please try and have driving licence(s) available when **you** call
- Personal details necessary to confirm **your** identity
- **Your policy** number
- Information about **your car** and any damage it sustained
- Details of the accident or claim circumstances (when, where and how it happened)
- Details of any witnesses and the Police or any other emergency service that was called
- Details of the other party or parties involved including information about damage to their car or property and any injuries that anybody might have sustained
- Where appropriate **your** thoughts on who was to blame for the accident

**We** may ask **you** to provide all the details in writing together with any evidence which **we** may reasonably need.

If **you** receive a writ, summons or other legal documents or letters, **you** must send them to **us** as soon as possible.

**You** must not answer any letters without **our** written permission. **We** will not refuse permission without a good reason.

### B. Assessing your claim

**We** suggest that soon after receiving **your policy** **you** read the section in **your policy** booklet headed "**What you should do if there is an accident or theft**". Whilst **we** hope **you** never need the information it is better to be prepared for the unexpected.

**You** must not admit or deny a claim or negotiate or promise to pay a claim without **our** written permission. **We** will not refuse permission without a good reason.

### C. Fraudulent or Exaggerated Claims

If **you**, or someone on **your** behalf, knowingly:

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

- (a) decline cover under the insurance **policy** for the relevant claim; or
- (b) void this insurance **policy** from its inception or from the date of the relevant claim.

### D. Licence Checking

If **you** are providing driver licence number(s), **you** must seek permission from every **driver** before doing so.

If **you** are not providing driver licence number(s), **you** must check the driving licence and/or counterpart of every **driver** who will drive the Motor Vehicle and **you** must inform **us** of:

- any convictions, fixed penalties or endorsements noted on the licence
- any Provisional licence
- any licence issued outside the UK

### E. Changes in risk

**You** must tell **your** insurance consultant immediately

- if **you** get an extra car or change **your car** for another one;
- if there is a change in use of **your car** (for example, **you** require business use);
- if **you** need to add a **driver**.

This information is required for **your Certificate of Motor Insurance**. **We** must be advised of the above changes to ensure accurate documents are issued enabling **you** to legally drive **your car**.

**You** must tell **us** within 30 days (or the current policy expiry date whichever is soonest) if any other circumstances change, for example:

- if **you** have not provided driver licence number, **you** must tell **us** if **you** or any other **driver** has been convicted of any motoring offence including fixed penalty offences, or has any prosecutions outstanding;
- if **you** or any other **driver** receive a driving disqualification – this is necessary even if **you** have supplied driver licence number;
- if **you** or any other **driver** has been involved in any accidents, losses or thefts, regardless of whether a claim was made;
- if **you** or any other **driver** has been convicted of an offence of fraud or dishonesty (e.g. shop lifting, credit card fraud, tax evasion) or have possible prosecutions outstanding;

- if **you** or any other **driver** develops a notifiable health condition or an existing condition worsens. A notifiable health condition is one which must be referred to the DVLA (please refer to the DVLA D100 leaflet or [www.direct.gov.uk/motoring](http://www.direct.gov.uk/motoring) for a full list of notifiable conditions) Examples of notifiable conditions are Epilepsy or insulin controlled Diabetes;
- if the main **driver** of **your car** changes;
- if the registered keeper or owner of **your car** changes;
- if the place where **your car** is usually kept changes;
- if any modifications are made to **your car** (e.g. any changes which may affect **your car's** performance).
- if the number of vehicles in **your** household changes;

This is not a full list. **Your Schedule** contains all of the information **we** need to determine **your** eligibility for this policy and how much **your** premium should be. **You** must contact **us** if anything on **your Schedule** changes.

**We** may re-assess **your** cover and premium as a result of any important information **you** give **us**.

If **you** do not tell **us** anything which is relevant:

- **your policy** may not be valid;
- **we** may reject **your** claim; and
- **we** may cancel **your policy**.

## F. Looking after your car

**You** and any other **driver** must do everything reasonably possible to prevent loss or damage and keep **your car** or any **temporary hire car** in good condition.

**You** must allow **us** to have free access to examine **your car** at all times.

## G. Cancelling your policy

**We** may cancel **your policy** where there is a valid reason for doing so by giving **you** at least 7 days notice at **your** last known address. This letter will confirm any action required from **you**, together with the date from which the policy will be cancelled if **you** do not comply with **our** requirements. In these circumstances **you** must return **your certificate of motor insurance** to **us**.

Valid reasons may include but are not limited to:

- A default in instalment payments due under any linked loan agreement. If **you** pay **your** premium monthly, cover under this policy will end if **you** do not pay any monthly premium when it is due. If **you** cancel **your policy** after an event which may lead to a claim, **you** must pay **us** the rest of **your** premium up until the next renewal date.
- Where **we** have been unable to collect a premium payment.
- Failing to provide information or documentation requested by **us**. This may include but is not limited to:
  - Proof of No Claims Discount;
  - Copies of driving licences;
  - Evidence of Company Car Driving Experience;
  - Information required by **us** to process a claim or defend **our** interests.

- Use of threatening or abusive behaviour or language, or intimidation or bullying of **our** staff or suppliers

Where **we** are unable to collect an instalment, **we** will contact **you** in writing requesting a payment by a specific date. If payment is not received by this date, **your policy** will be cancelled.

**You** can cancel **your policy**. To do this **you** must write to **us** and return **your certificate of motor insurance**. If no claim is made or will arise, **we** will give **you** a refund on **your** premium for any remaining period of cover.

If a claim is made or will arise, **we** will not give **you** a refund on **your** premium.

If **your policy** is cancelled before the first renewal, any refund of premium may be subject to an administration fee, which accounts for **our** costs in providing the policy. **We** will notify **you** of any administration fee that has been applied.

## H. Other insurance

If a claim under **your policy** is also covered by other insurance, **we** will only pay **our** share of the claim.

## I. Taking over your rights

If **you** make a claim, **you** must be prepared to take any steps **we** reasonably ask **you** to take to protect **your** rights. **You** must also be prepared to allow **us** to act in **your** name and take any reasonable steps **we** feel are necessary to protect **your** rights.

This may mean that **we** defend or settle the claim in **your** name. If this happens, **we** will pay any costs and expenses involved.

## J. Cover for car sharing

**Your policy** allows **you** or **your partner** to receive a mileage allowance from **your** or **your partner's** employer, or accept payment from passengers in **your car** as part of a car-sharing agreement, as long as:

- **your car** has not been built or adapted to carry more than eight passengers and a driver;
- **you** or **your partner** are not carrying passengers as part of a business of carrying passengers;
- **you** or **your partner** do not make a profit from the total payments **you** or **your partner** receive for a journey;
- **your car** is being used for a purpose included on **your certificate of motor insurance**; and
- the total payments for any mileage allowance **you** or **your partner** receive are within the published guidelines of HM Revenue & Customs.

## K. Our right to reclaim payments

**We** may claim back from **you** any payment which **we** make under **your policy**:

- because of the requirements of any law; and
- which **we** would not have paid if that law had not existed.

## **L. Authority to Renew**

If **we** are willing to continue providing cover and **we** advise **you** before the **policy's** renewal date of **our** renewal terms, **you** authorise **us** to renew this **policy** and any subsequent **policy** on expiry, in accordance with **our** renewal terms at that time, unless **you** advise **us** otherwise before the renewal date.

## **M. Provision of False Information**

If **you** have knowingly provided us with false information which has affected **our** assessment of any of the following:

- A) **your** eligibility for this insurance **policy**
- B) the terms and conditions applying to **your policy**
- C) **your** insurance premium

**Your policy** may be deemed to be invalid from the date **you** provided **us** with such information and all benefits under this **policy** may be forfeited.

In these circumstances, condition **K. Our Right to Reclaim Payments - [Conditions which apply to your whole policy]** will apply and **you** may be required to repay to us any payment that **we** have been obliged to pay on **your** behalf.

## **N. Financial Sanctions**

**We** will not provide any cover or be liable to provide any indemnity, payment or other benefit under this **policy** where doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the **period of insurance** **we** may cancel this **policy** immediately by giving **you** written notice at **your** last known address. If **we** cancel the **policy** **we** will refund premiums already paid for the remainder of the current **period of insurance**, provided no claims have been paid or are outstanding.



# Exceptions which apply to your whole policy

## A. Use and driving

We will not cover any claim if **your car** is being:

- used for a purpose which is not included on **your certificate of motor insurance**;
- driven by someone or in the care of someone for the purpose of being driven, who is not shown as allowed to drive on **your certificate of motor insurance**;
- driven by someone who does not have a valid licence unless he or she has held one and is not disqualified from getting another one;
- driven by someone who does not meet the conditions of their licence.

This does not apply to claims under Sections 2, 3 or 4 if **your car** is in the care of:

- a garage or similar motor trade organisation for servicing or repair; or
- a hotel or restaurant for the purpose of parking.

## B. Liability which results from an agreement

We will not cover any legal liability that arises as a result of **you** entering into any agreement or contract, unless **you** would have been liable even without such an agreement or contract.

## C. Radioactive contamination

We do not cover any loss, damage, or liability caused by:

- ionising radiation or radioactive contamination from nuclear fuel or nuclear waste from burning nuclear fuel; or
- the radioactive, toxic, explosive or other dangerous properties of explosive nuclear equipment or nuclear parts.

## D. War risks

We do not cover any loss, damage or liability caused by war, riot, revolution or any similar event, except as required under road traffic laws.

## E. Riot and civil unrest

We do not cover incidents caused by riot or civil unrest outside of England, Scotland, Wales, the Isle of Man or the Channel Islands.

This exception does not apply to **Section I**.

## F. Sonic bangs

We do not cover damage caused by pressure waves from aircraft and other flying objects travelling at or above the speed of sound.

## **G. Pollution**

**We** do not cover loss or damage caused by pollution or contamination, unless the pollution or contamination is the direct result of a single incident which happens during the **period of insurance**. To qualify for cover, the incident must be sudden, identifiable, unintended and unexpected.

All pollution caused by one incident will be considered to have happened at the time the incident took place.

This exception does not apply if **we** must provide cover under road traffic laws.

## **H. Rallies, competitions, Nurburgring Nordscheife, de-restricted toll roads, trials and track use**

We will not cover any claim if your car is used:

- in a rally;
- in a competition;
- in a motor trial;
- on a racetrack;
- on a circuit;
- on the Nurburgring Nordschleife;
- on a de-restricted toll road; or
- on a prepared course.

## **I. Public authorities**

**We** do not cover any loss or damage caused by any government, public or local authority legally removing, keeping or destroying **your car**.

## **J. Deliberate Acts**

**We** do not cover any loss or damage to **your car** as a result of a deliberate act caused by **you, your partner** or anyone insured under this **policy**.

## **K. Driving under the influence of drink or drugs**

**We** will not pay more than **our** legal liability under the Road Traffic Act for any claim, if the driver of the car insured by **us** was found to have been driving whilst under the influence of drink or drugs at the time of the accident. **We** reserve the right to recover from **you** any amounts which **we** pay before such conviction or which **we** are required to pay. This does not apply to amounts paid or which **we** are required to pay under Section 11.

# What you should do if there is an accident or theft

## What to do immediately after the accident

1. People are more important than property, so your first priority should be to check whether anyone is injured and look after them. Call for medical help if necessary.
2. If anyone is injured, you must show your certificate of motor insurance to the police or to anyone who has a good reason for seeing it. If you can't do this at the scene, you must report the accident to the police within 24 hours and produce your certificate of motor insurance then.
3. If your car or anything in it is stolen, you should report the incident to the police as soon as possible.
4. Always stop if you are involved in an accident and exchange:
  - names and addresses (including those of any witnesses);
  - details of insurance companies (including policy numbers if known); and
  - vehicle registration numbers.
5. Do not admit you are to blame or offer any payment. It could make it more difficult for us to handle your claim and may affect your rights.
6. Draw a diagram of the accident scene. This should include:
  - the position of the cars 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 (for example speeds and distances involved, and weather conditions).
7. If you receive any letters or documents about the accident, please do not answer them and forward them in to us as soon as possible.
8. Remember that your insurance consultant is there to help you if you need to make a claim. But if the accident or loss happens out of office hours, or you need emergency help, call the UK claims helpline.

Your helpline number is on your claims helpcard.

## **Notifying a claim**

You should initially notify us of your claim by phone if your car is stolen or damaged following an incident which is insured under your policy. Your UK claims helpline number is shown on your claims helpcard. Our team of experts will move into top gear to get you back on the road, or get repairs done as quickly as possible. If we decide that we need an Accident or Theft Report form we will send one which you should complete and return to us as soon as possible.

Ideally when you call you will provide:

- Name, address and contact phone number(s) for you, and the driver of your car if different. We will ask for information about convictions so please have any driving licence(s) ready when you call.
- Personal details necessary to confirm your identity.
- Your policy number.
- Information about your car and any damage it sustained.
- Details of the accident or claim circumstances (when, where and how it happened).
- Details of any witnesses and the Police or any other emergency service that was called.
- Details of the other party or parties involved, including information about damage to their car or property and any injuries that anybody might have sustained.
- Where appropriate, your thoughts on who was to blame for the accident.

We may also request additional information (e.g. a sketch plan). Sometimes we may wish to meet with you or undertake further investigations, but we will advise you about that when you call to report the incident. Claims conditions require you to provide us with any reasonable assistance or evidence that we require.

## **Car repairs**

We take pride in the claims service we offer to our customers. Where your policy provides cover for damage to your car we have a network of recommended repairers who will collect and redeliver your car. Where provided for under your policy, they will also provide a temporary hire car to keep you mobile. The repair process will commence immediately your car arrives on their premises. To ensure there is no effect on any existing warranty you may have they provide a lifetime guarantee on all repairs.

Where you choose not to use one of our recommended repairers we will arrange for your damaged car to be examined by one of our motor engineers to agree the repair cost with your nominated repairer. The inspection should happen within 2 working days of you providing repair details to us.

**If your car is stolen or not fit to drive**

If you have comprehensive or third party fire and theft cover, we will arrange for you to have a hire car for up to 48 hours straight after the incident. We will pay for this.

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

If you have comprehensive cover and your car is at one of our recommended repairers, they will give you a temporary hire car while yours is being repaired. We will pay for this. However, you will not get a temporary hire car if you have third party fire and theft or third party only cover, if your car is stolen and not recovered or if your car is damaged beyond economical repair.

**If your car is damaged but roadworthy**

Our recommended repairers have been carefully selected to give you a fast, reliable and professional service. By using them you will also benefit from:

- our authority to start repairs as long as your car is economical to repair;
- collection and return of your car;
- cleaning of your car before it is returned to you; and
- a lifetime guarantee on all repairs.

We will pay for the above benefits.

If you have comprehensive cover and your car is at one of our recommended repairers, they will give you a temporary hire car while yours is being repaired. We will pay for this. However, you will not get a temporary hire car if you have third party fire and theft or third party only cover, and your car is damaged beyond economical repair.

If you choose any other vehicle repairer, it will not affect your right to claim. However, we may not be able to arrange any of the above benefits or automatically insure any replacement car for you.

**Temporary Hire Cars provided by our recommended repairers.**

Our recommended repairers will typically provide a class A hire car (for example a small 3 door hatchback).

If you have a disability where your needs cannot be met by a temporary hire car, we will pay up to £30 per day towards travel costs.

**If you have uninsured losses**

Even if a claim is covered under your policy, you could still be out of pocket for expenses such as:

- the cost of alternative transport; and
- loss of earnings.

If Section 11 'Legal assistance plan' is listed in your schedule, contact your insurance consultant. They will arrange to send you a claim form. We will make all reasonable efforts on your behalf to get back uninsured losses following an accident which is not your fault.

### **If you need legal advice**

If you need legal advice, we offer a free legal advice service. You will have to pay for the cost of the call. Our team of qualified legal advisers can give you free, confidential advice on motoring matters. Here are some examples of the help they can give you.

- They can provide legal advice after an accident. For example, if you do not have our Legal assistance plan then they can advise you on what to do if you want to make a claim against another person. However they will not contact other people, make claims or carry out legal proceedings on your behalf - you need our Legal assistance plan for that.
- They can provide legal advice on consumer issues which relate to motoring. For example, they can tell you about your rights if you are unhappy with a car which you have bought.
- They can provide you with legal advice if you are facing prosecution for driving or parking offences.

This service is confidential, and you can stay anonymous if you want.

To use it, call 01 132 982632 and ask to speak to a legal adviser. Please quote code 33885, together with the renewal date on your current certificate of motor insurance.

### **If you need someone to talk to**

If you need someone to talk to after an accident, we offer a free counselling service. You will have to pay for the cost of the call. This is available for you and members of your immediate family and is for motoring matters only. Our experienced, qualified counsellors can help you when you need it most. Here are some examples of the help they can give you.

- They can help you come to terms with trauma after an accident.
- They can help you come to terms with injuries, disability and bereavement.
- They can offer you victim support (for example, if your car is stolen).
- They can even offer counselling for stress which has been caused by motoring.

This service is confidential, and you can stay anonymous if you want.

To use it, call 01 132 982632 and ask to speak to a counsellor. Please quote code 33885, together with the renewal date on your current certificate of motor insurance.

# What you should do if you want to take your car abroad

## Important guidelines when travelling abroad

See also **Section 8 Foreign use** on page 22.

**Your policy** provides free foreign use cover for countries defined in the **territorial limits**.

The number of days of free foreign cover is shown as 'Foreign Use' under the 'Policy limits' in **your schedule**. If the length of any visit (or the total length of all visits during the **period of insurance**) is greater than the number of days shown as 'Foreign use' in **your schedule**, **you** must tell **us** before **you** take **your car** abroad. **You** will have to pay an extra premium to extend **your** cover.

**We** can provide a Green Card as proof of insurance, although this is no longer necessary for a visit to any of the countries defined in the **territorial limits**. For those countries that have recently been approved by the European Commission **we** would recommend that a Green card is issued. **You** will need a Green Card to visit countries outside of the **territorial limits**. **You** will also have to pay an extra premium to extend **your policy** cover to any additional countries.

**Your policy** also provides cover during the **period of insurance**, under **Section 1 Legal liability to others, D. Cover Abroad**, while **your car** is in a country defined by that Section. This will only provide cover for Third Party personal injury and limited Third Party property damage caused by **you** or any insured driver whilst using or driving **your car**.

If **you** have an accident abroad, phone the Euro helpline on **your** claims helpcard.

Take the following insurance documents when **you** travel abroad:

1. **Your certificate of motor insurance.**
2. The European accident statement.

In addition, check the requirements for using a vehicle in the countries **you** are visiting. These can be obtained from the Foreign and Commonwealth Office. ([www.fco.gov.uk](http://www.fco.gov.uk))

**You** may also find it helpful to have this **policy** booklet with **you** for the advice and information given below.

If **you** have an accident abroad, follow the procedure below.

1. Immediately report the accident to the police if anybody involved in the incident is injured or if there is a disagreement with the other driver. Get details of the police team that attended the scene or who the accident was reported to.
2. Give **your** name and address, and **our** name and address to the other party and produce **your certificate of motor insurance**.

3. Get the name and address of the other driver, details of their motor insurer (including policy number) and information about the registration and ownership of the other vehicles involved.
4. Call **our** Euro Claims Helpline on **your** helpcard as soon as possible, particularly if anybody is injured.
5. Never make any statement or sign any document (other than the European accident statement) without the advice of a lawyer or competent official. Do not sign the European accident statement, particularly if written in a foreign language, before **you** are certain that **you** understand and agree with every word.
6. If **you** have a camera, take photographs showing the layout of the scene and positions of the vehicles from various angles.
7. Use **your** European accident statement (the various linguistic editions of this form are identical throughout Europe) and be sure to get the following details:
  - The make, registration number and colour of the other vehicle and whether it is right or left-hand drive. If the Third party vehicle is a lorry obtain the number of both the cab and trailer units. In some countries these have different registration numbers
  - The full names, addresses and occupations of independent witnesses.
  - The date, time and exact place of the accident.
  - The speeds of **your** own and the other vehicle.
  - Signals given by **you** and the other driver.
  - Weather and road conditions.
  - Names and addresses of people injured and details of those injuries.
  - Details of damage to **your** own and other vehicles.

If **you** do not have a European accident statement, collect the following information:

1. Date, time and place of the accident
2. Other vehicle's details
3. Registration number
4. Country of registration
5. Policy number of the insurance
6. Green card number
7. Name and address of the insurer
8. Surname, first name and address of the driver
9. Accident circumstances including details of damage to vehicles and injuries to any people involved
10. Sketch the scene and the position of the vehicles (include road markings where possible)



# How to use your claims helplines

## What your RSA helpcard can do for you

We aim to provide a high-quality service to **our** policyholders. The claims helplines on **your** claims helpcard are part of this quality service and are available 24 hours a day, 365 days a year.

The phone call will cost **you** nothing, but **you** may have to pay for any service **you** decide to use if the claim is not covered by **your policy**.

## Swift help from our assistance services

Whether or not **your car** can be driven, **we** will be on hand to help.

If the incident is covered under **your policy**, **our** assistance services will aim to be with **you** within one hour of **you** phoning **our** UK claims helpline. They will take **you** and **your** passengers home or to **your** destination within the UK.

**Your car** will be taken to one of **our** recommended repairers.

**You** only need to make one call. **Your** details will be fed through to **our** claims team, who will send **you** a claim form. Just fill in the form and sign it. **We'll** do the rest.

## RSA repairer network

**Our** UK claims helpline will give **you** details of **our** nearest recommended repairer.

## Audio and communication equipment

If **you** have comprehensive or third party fire and theft cover, **our** UK claims helpline will put **you** in touch with **our** recommended stereo replacement company.

## Hotel accommodation

If **you** have comprehensive cover, **our** UK claims helpline can help **you** arrange emergency overnight accommodation if **you** cannot continue **your** journey. Simply pay for the accommodation **yourself** and **we'll** give **you** a refund when **you** claim. (See **your policy schedule** for the maximum amounts **we** will pay.)

## Glass replacement

If **you** have comprehensive cover, **our** glass helpline will send **you** to one of **our** approved repairers. If **your** windscreen is laminated, it may be possible to repair it. Simply pay the excess – they will do the rest.

## **European assistance**

If **you** are involved in an incident abroad, **our** Euro helpline can help 24 hours a day, 365 days a year. They will work with **you** to find the most appropriate course of action to get **your** claim settled as quickly as possible and to get **you** home or to **your** destination.

# 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. We take all complaints seriously and following the steps below will help us understand your concerns and give you a fair response.*

### **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 by close of the next business day. Experience tells us that most difficulties can be sorted out within this time.

### **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. Their contact details are as follows:

**Post:** RSA  
Customer Relations Team  
P O Box 2075  
Livingston  
EH54 0EP

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

## **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
- Use the information from your complaint to proactively improve our service in the future.

Once we have reviewed your complaint we will issue our final decision in writing within 8 weeks of the date we received your complaint.

### **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:** Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London E14 9SR

**Telephone:** 0800 0234567 (for landline users)  
0300 1239123 (for mobile users)

**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.

### **Thank you for your feedback**

We value your feedback and at the heart of our brand we remain dedicated to treating our customers as individuals and giving them the best possible service at all times. If we have fallen short of this promise, we apologise and aim to do everything possible to put things right.

## How we use your Information

Please read the following carefully as it contains important information relating to the details that you have given us. You should show this notice to any other party related to this insurance.

### **Who we are**

This product is underwritten by Royal & Sun Alliance Insurance plc.

You are giving your information to Royal & Sun Alliance Insurance plc, which is a member of the RSA Group of companies (the Group). In this information statement, 'we' 'us' and 'our' refers to the Group unless otherwise stated.

### **How your information will be used and who we share it with**

Your information comprises of all the details we hold about you and your transactions and includes information obtained from third parties.

If you contact us electronically, we may collect your electronic information identifier e.g. Internet Protocol (IP) address or telephone number supplied by your service provider.

We may use and share your information with other members of the Group to help us and them:

- Assess financial and insurance risks;
- Recover debt;
- Prevent and detect crime;
- Develop our services, systems and relationships with you;
- Understand our customers' requirements;
- Develop and test products and services;
- If you have provided driver licence number(s), we will use the number(s) to obtain details from the DVLA.

We do not disclose your information to anyone outside the Group except:

- Where we have your permission; or
- Where we are required or permitted to do so by law; or
- To credit reference and fraud prevention agencies and other companies that provide a service to us, our partners or you; or
- Where we may transfer rights and obligations under this agreement.

We may transfer your information to other countries on the basis that anyone we pass it to, provides an adequate level of protection. In such cases, the Group will ensure it is kept securely and used only for the purpose for which you provided it. Details of the companies and countries involved can be provided on request.

From time to time we may change the way we use your information. Where we believe you may not reasonably expect such a change we shall write to you. If you do not object, you will consent to that change.

We will not keep your information for longer than is necessary.

## **Sensitive Information**

Some of the information we ask you for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). We will not use such sensitive personal data about you or others except for the specific purpose for which you provide it and to carry out the services described in your policy documents. Please ensure that you only provide us with sensitive information about other people with their agreement.

## **Credit Reference Agencies**

To determine premium payment rates at quote, renewal and/or any future invitations, we will make checks on the electoral role and data through a credit reference agency. These enquiries will be recorded.

## **Fraud prevention agencies**

If false or inaccurate information is provided and fraud is identified or suspected, details may be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

We and other organisations may also access and use this information to prevent fraud and money laundering, for example when:

- Checking details on applications for credit and credit related or other facilities;
- Recovering debt;
- Checking details on proposals and claims for all types of insurance;
- Checking details of job applicants and employees.

Please contact the Data Protection Liaison Officer at the address below if you want to receive details of the relevant fraud prevention agencies.

We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

## **Claims History**

Insurers pass information to the Claims and Underwriting Exchange Register (CUE) run by Insurance Database Services Ltd (IDS Ltd) and the Motor Insurance Anti-Fraud and Theft Register (MIAFTR), run by the Association of British Insurers (ABI).

Under the conditions of your policy, you must tell us about any incident (such as an accident, fire, theft or malicious damage) which may or may not give rise to a claim. When you tell us about an incident, we will pass information relating to it to the registers.

## **How to contact us**

On payment of a small fee, you are entitled to receive a copy of the information we hold about you. If you have any questions, or you would like to find out more about this notice you can write to: Data Protection Liaison Officer, Customer Relations Office, RSA, Bowling Mill, Dean Clough Industrial Estate, Halifax HX3 5WA.

## **Motor Insurance Database**

Information relating to motor insurance policies will be added to the Motor Insurance Database (MID) managed by the Motor Insurers' Bureau (MIB). MID and the data stored on it may be used by Insurers, the Police, DVLA/DVANI, the Insurance Fraud Bureau or other bodies permitted by law for purposes including, but not limited to:

- Electronic Vehicle Licensing;
- Continuous Insurance Enforcement;
- Law enforcement (prevention, detection, apprehension and or prosecution of offenders);
- Obtaining information if you are involved in a road traffic accident (either in the UK, the EEA or certain other territories).

Persons (including his or her appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.

It is vital that the MID holds your current registration number. If it is incorrectly shown on the MID you are at risk of having your vehicle seized.

You can check that your correct registration number details are shown on the MID at [www.askmid.com](http://www.askmid.com)

## **DVLA Driver Data**

If you provide your driver licence number and/or the driver licence number(s) of any named drivers, we can use the number(s) to obtain driving details from the DVLA.

You can check that your correct driver details are held by the DVLA at [www.gov.uk/view-driving-licence](http://www.gov.uk/view-driving-licence)

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Financial Conduct Authority and the Prudential Regulation Authority.  
Calls may be recorded and monitored.