

Commercial Vehicle

Policy booklet



Underwritten by RSA Insurance plc



Welcome to Policyfast

Welcome to Your new Commercial Vehicle Policy exclusively arranged via Policyfast Limited with RSA.

Your insurance Policy comprises this booklet, Your Statement of Fact and Your Schedule. You should read these documents carefully and keep them in a safe place together with copies of any documentation You have provided to Us.

24 hour Claims Service

Our claims helpline is open 24 hours a day, 365 days a year to provide You with a dedicated service.

As lines are open at Your convenience, You can register Your claim as soon as it happens, enabling Us to start the process of getting Your business back on the road!

Windscreen Replacement

For those of You who have selected Comprehensive cover, You can take advantage of Our priority service. We will repair or replace Your windscreen anywhere in the country without affecting Your no claim discount.

For those of You with Third Party Fire & Theft cover You can benefit from this service at a discounted rate.

Legal Assistance

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

How to use the Helpline Services

Telephone the relevant number shown, 24 hours a day, 365 days a year.

24 Hour Claims Service **0345 300 4006***
Windscreen Replacement **0800 783 4695***
Legal Assistance Helpline **01455 251500***

*For Your protection, telephone calls may be recorded and monitored.

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

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

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

What our Claims Helpline and Priority Repairers have to offer in an emergency...

If Your van is either stolen, or +immobilised/unroadworthy due to an accident, fire, attempted theft or vandalism, within the UK, in order to provide practical help when You need it most We have arranged the following services:

- 24hr Accident Recovery Service (UK)
- 48hr Replacement Vehicle

+ By immobilised/unroadworthy We mean: Incapable of movement or illegal to use on a Public Highway due to the vehicle's damaged condition.

(N.B. A driver must be 18-80 years old with a full licence if You have COMPREHENSIVE cover, or 21-80 years old with a full licence if You have THIRD PARTY FIRE & THEFT or THIRD PARTY cover).

All You have to do is call the 24 hour Claims Service Helpline on **0345 300 4006** to register Your claim.

Our service provider will be on hand to transport You and Your passengers to Your home or intended single destination within the UK, up to a maximum distance of 50 miles from the recovery location. If they are unable to arrange transport, Our Service Provider will arrange overnight accommodation.

Our service provider usually arrives within an hour of initial contact. Providing Your vehicle is repairable, Our service provider will then take Your vehicle to Your nearest recommended repairer to be assessed. To help keep Your business on the road, they will also arrange for You to have a Replacement Vehicle for 48 hours. Our service provider will offer You a choice of vans up to 3.5T, subject to availability. This is not a courtesy vehicle, e.g. will not be available where a roadworthy vehicle is in for repair.

If your vehicle is damaged but roadworthy...

Our Claims Service Team will provide advice and assistance to help You get Your van back on the road as quickly as possible and repaired to Your complete satisfaction.

We take pride in the claims service we offer to our customers. Where your policy provides

cover for damage to your vehicle we have a network of recommended repairers.

If you use one of our recommended repairers we will:

- collect your damaged vehicle free of charge
- commence the repair process as soon as your vehicle arrives on the premises
- provide a lifetime guarantee on all repairs – safeguarding any existing warranty you may have.
- if repairable, fix your vehicle, clean it inside and out, and deliver it back to you

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

We will:

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

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

How to use the RSA windscreen repair/ replacement service

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

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

In the event of an emergency simply call them on the FREEPHONE number **0800 783 4695**.

Windscreen excesses are shown in Your Schedule. You will be responsible for the Excess and VAT (if you are registered), all other costs will be charged direct to Us.

How do you make your van more secure

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

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

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

- Consider fitting even the most basic physical security measures e.g. a steering wheel or handbrake locking device will deter thieves. Better still consider fitting an engine immobilisation system, alarm system or both. While the above won't necessarily prevent theft, it will reduce the chance of it happening to You.

What to do if you are taking your van abroad

RSA provides free foreign cover which satisfies the legal minimum requirement for liabilities to Third Parties when visiting the following destinations:

All EU countries and in Liechtenstein, Norway, Iceland, Switzerland, Andorra and Serbia. This free foreign cover does not include loss or damage to the van. However for an additional charge You can upgrade cover to the same as You have in the UK.

While Green Cards are not required for the above countries they are still internationally recognised as evidence of vehicle insurance. We will provide You with a Green Card on request.

A charge will also be made if You take Your van to any other countries not specified above - please contact Your Broker or Insurance Adviser in these instances. If Your journey only involves travel to the Republic of Ireland, Your policy cover applies in full and a Green Card is not needed. You should take with You Your Certificate of Insurance, copy of Your Policy and current Schedule.

If You have an accident while abroad You can contact RSA from outside the UK on +44 (0) 330 102 4115 (24Hours).

What to do if...

You change Your van

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

You want to change drivers

Your Policy and certificate detail who You have named to drive Your van. If You wish to change the names, please contact Your Broker or Insurance Adviser to enable Us to make the necessary alteration.

You change Your business address

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

Your health changes

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

Other circumstances change

As a condition of the Policy, You should notify Us of any changes which could influence Our assessment of risk. Examples of such a change would be if You or any other named driver have been convicted of a motoring offence, a change in the use of Your van, or any modification to the van itself that may affect its performance. This is not an exhaustive list and should You be in any doubt please contact Your Broker or usual Insurance Adviser.

Other useful points

How does No Claim Discount work

You earn No Claim Discount for each year of claim free driving, increasing annually up to a maximum of 5 or more years, which, with Vans, gives a maximum discount from Your base premium.

A single at-fault claim during a one year period of insurance (or not at-fault claim if You are unable to recover Your uninsured losses) reduces Your maximum No Claim Discount to 3 years and 2 at-fault claims will reduce Your discount to 1 year.

However, if You have chosen to take NO CLAIM DISCOUNT PROTECTION which is available for Comprehensive cover then Your hard earned discount (4 or more years) will not be affected unless You have more than 2 at-fault claims in 5 years. Windscreen breakage claims do not count.

What to do if You want to lay up Your van

If You want to take Your van off the road e.g. for repairs, then You should contact Your Broker or Insurance Adviser who will recommend what course of action to take. It may be advisable to lay up Your van on a temporary basis rather than cancel Your Policy.

Legal Assistance Plan

Even the most experienced driver can be involved in an accident. Unfortunately accidents can be both costly and particularly frustrating if they are not Your fault and even if You are blameless You could still be out of pocket for costs such as:

- Your Policy Excess
- Cost of van hire or alternative transport
- Loss of earnings
- Compensation for personal injury
- Temporary loss of use of Your van and other inconvenience.

As a further service to Our customers, We have arranged through Our third party service provider with whom We have an agreement, a service which will make all reasonable efforts on Your behalf to recover the above expenses following a motor accident which is not Your fault. The legal costs involved in pursuing such a claim are covered up to the amount shown in Your Schedule. With Legal

Assistance Plan, You also have immediate and confidential access by phone to a team of legal consultants who will give You advice and guidance on any motor-related legal matter. Please call the Legal Assistance helpline on 01455 251500.

THIS POLICY (AND THE SCHEDULE WHICH FORMS AN INTEGRAL PART OF THE POLICY) IS A LEGAL CONTRACT. PLEASE EXAMINE IT THOROUGHLY TO ENSURE IT MEETS YOUR REQUIREMENTS. IF IT DOES NOT PLEASE ADVISE YOUR INSURANCE ADVISER WITHOUT UNDUE DELAY. THE INFORMATION WHICH THE INSURED HAS PROVIDED TO THE INSURER HAS BEEN TAKEN INTO ACCOUNT IN THE ASSESSMENT AND ACCEPTANCE OF THIS INSURANCE. ANY SUBSEQUENT CHANGES TO THIS INFORMATION NEED TO BE NOTIFIED TO THE INSURER AS SOON AS POSSIBLE. FAILURE TO DO SO MAY INVALIDATE THE POLICY OR RESULT IN CERTAIN COVERS NOT OPERATING FULLY.

RSA Insurance Insurance plc (herein called the Insurer) and the Policyholder agree that the Policy, the Schedule (including any Schedule issued in substitution) and the Statement of Fact shall be considered one document and any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears.

The Insurer will provide the insurance described in this Policy subject to the terms and conditions for the Period of Insurance shown in the Schedule and any subsequent period for which the Policyholder shall pay and the Insurer shall agree to accept the premium.

Van Policy

This is Your Van. It is the evidence of the contract You have made with Us. We cover You during the Period of Insurance in the Territorial Limits in the terms set out in Your Van Policy, in return for payment of the premium.

Your Statement of Fact, this Policy book, Your Schedule and Your Certificate of Insurance are all part of Your Policy and should be read together to avoid misunderstanding. They show which Your Van Sections are in force and contain the details of Your cover.

Your Schedule shows which covers are in force. You should read it carefully along with the relevant sections of Your Policy book, Your Certificate of Insurance and Your Statement of Fact.

You should also pay particular attention to the Conditions and Exclusions of this Policy book. These apply to every Your Van Section.

Please make sure that Your Van Policy meets Your requirements. If it does not, please tell Us without undue delay.

Cover will continue after the renewal date shown in Your Schedule only if We accept Your renewal premium.

Definitions

Accessories

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

Advanced Driver Assistance System

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

Audio, Visual, Navigation and Communication Equipment

Permanently fitted in or designed solely for use in the Motor Vehicle:

- A) radio, cassette, compact disc or other audio equipment
- B) telephone or other communication equipment
- C) television or other visual entertainment equipment
- D) visual navigation equipment

Breakdown

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

British Isles

- A) Great Britain
- B) Northern Ireland
- C) the Isle of Man
- D) the Channel Islands
- E) transit by water, rail or air within or between any of these territories, provided this transit is by a commercial carrier

Certificate of Insurance

The document which provides evidence that an insurance contract is in force which satisfies the requirements of the Road Traffic Acts

Your Certificate of Insurance:

- A) has the same number as Your Policy
- B) shows who may drive the Motor Vehicle
- C) shows the uses to which the Motor Vehicle can be put
- D) shows the uses to which the Motor Vehicle cannot be put

Court of Summary Jurisdiction

A Magistrates Court or a court of equivalent jurisdiction in the Territorial Limits

Current List Price

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

Defined Organisation

- A) A motor garage or other similar motor trade business not belonging to You which has custody of the Motor Vehicle for any of the following purposes:
 - (i) maintenance
 - (ii) repair
 - (iii) testing
 - (iv) servicing
- B) a hotel or restaurant or similar establishment not belonging to You which has custody of the Motor Vehicle solely for the purpose of parking

DVLA

Driver and Vehicle Licensing Agency

Emergency Assistance

Emergency assistance provided by Our appointed recovery agent

Emergency Treatment Fees

Payment for charges prescribed by the Road Traffic Acts for emergency medical assistance following a road traffic accident involving a van which We cover

Endorsement

An amendment to Your Policy

Excess

The amounts shown in Your Schedule which You pay for any one incident resulting in a claim

Immobilised

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

Legal Personal Representative

The solicitor or other appropriately qualified person or firm appointed to act for a Permitted User

Legal Proceedings

A) Civil
B) tribunal and
C) arbitration
proceedings and any resulting appeals issued within the Territorial Limits arising out of a Motor Accident.

Licence Holder

A person who:

- A) holds a licence to drive the Motor Vehicle or
- B) has previously held a licence to drive the Motor Vehicle and is not presently disqualified from obtaining another licence

Market Value

The cost of replacing the Motor Vehicle with a Motor Vehicle of the same:

- A) make, model and
- B) pre-loss or damage condition, specification, mileage and age

The cost of replacing the Audio, Visual, Navigation and Communication Equipment with Audio, Visual, Navigation and Communication Equipment of the same:

- A) make, model and
- B) pre-loss or damage condition, specification and age

Motor Accident

An accident which happens when You are using the Motor Vehicle or an attached Trailer during the Period of Insurance and within the Territorial Limits.

Motor Vehicle

The vehicles shown:

- A) against Description of Vehicles in Your Certificate of Insurance and

B) in Your Schedule

and in respect of which details have been notified to and accepted by Us, and including its spare parts, Accessories, windscreen and windows.

Where We use the word 'van' on its own We refer to any van including the Motor Vehicle

No Claim Discount

A discount from Your premium in return for not making or not having made a claim

No Claim Discount Protection

Cover against loss of Your No Claim Discount

Period of Insurance

- A) the duration of Your Policy, as shown on our Certificate of Insurance and

- B) any following period, but only if We accept Your renewal premium

Permitted Driver

Any person who:

- A) is shown on Your Certificate of Insurance as being entitled to drive the Motor Vehicle and
- B) has Your permission to drive the Motor Vehicle

Permitted User

- A) You
- B) a Permitted Driver
- C) any passenger whom You or a Permitted Driver have authorised to be in the Motor Vehicle
- D) any person who is using but not driving the Motor Vehicle with Your permission

Policy

The documents consisting of:

- A) Statement of Fact
- B) this policy book
- C) Your Schedule
- D) Your Certificate of Insurance and
- E) any Endorsements

Replacement Vehicle

Any Motor Vehicle supplied to You by Our Replacement Vehicle Supplier following loss or damage to the Motor Vehicle

Replacement Vehicle Supplier

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

Road Traffic Act

Legislation which includes details of the minimum cover for which motor insurance is required in the British Isles

Schedule

The document which describes:

- A) You
- B) Permitted Drivers
- C) any details of Your Policy that are specific to You

Statement of Fact

The document which provides details of:

- A) You
- B) other Permitted Drivers
- C) information relevant to the cover which You have requested
- D) assumptions We have made about information. If these are incorrect You must inform Us

Territorial Limits

- A) The British Isles
- B) The Republic of Ireland
- C) transit by water, rail or air within or between any of these territories provided this transit is by a commercial carrier

Terrorism

Acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's Government in the United Kingdom or any other government de jure or de facto

Theft

- A) Theft
- B) attempted theft
- C) the taking away of the Motor Vehicle without Your consent or the Owner's consent

Tools

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

Trailer

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

Vehicle Keys

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

We, Us, Our, Insurer

RSA Insurance plc

You, Your, Policyholder, Insured

Whoever is named as the Policyholder in:

- A) Your Schedule and
- B) Your Certificate of Insurance

Section 1 – Loss or Damage to the Motor Vehicle

A Comprehensive Cover

This cover only applies if Your Schedule shows that comprehensive cover is in force

What We Cover

We cover loss of or damage to:

- A) the Motor Vehicle
- B) the windscreen including windows of the Motor Vehicle

Maximum Amounts For Which We Provide Cover

In respect of the Motor Vehicle We provide cover up to the following maximum amounts:

- A) the Market Value
 - B) the amount specified in your schedule whichever is the lower of A) or B) shown above
- In respect of Audio, Visual, Navigation and Communication equipment We provide cover up to:

- A) the Market Value for equipment fitted by the manufacturer as part of the vehicle's original specification at first registration or
- B) the amount shown in Your Schedule for equipment not fitted by the manufacturer as part of the vehicle's original specification at first registration

Claim Settlement

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

The Motor Vehicle

Following loss of or damage to the Motor Vehicle We will:

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

Electric Vehicles

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

B Cover for fire and Theft

This cover applies if Your Schedule shows that third party fire & Theft cover is in force

What We Cover

We cover loss or damage caused by fire, lightning, explosion and Theft to:

- A) the Motor Vehicle
- B) the windscreen including windows of the Motor Vehicle

Maximum Amounts For Which We Provide Cover

In respect of the Motor Vehicle We provide cover up to the following maximum amounts:

- A) the Market Value
- B) to the amount specified in your schedule whichever is the lower of A) or B) shown above

Claim Settlement

See 'claim settlement' under Part A Comprehensive Cover of this Section

C Extension of Cover

While the Motor Vehicle is in the custody of a Defined Organisation the following Exclusions and Endorsements do not apply:

- A) Exclusions 1 and 2 of this Section
- B) Section 6 - 'Exclusions Which Apply to Your Whole Policy' Part B Use and Driving Which We Do Not Cover, paragraphs A) and C)

D Recovery and Redelivery of the Motor Vehicle

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

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

E Hiring and Other Agreements

If We know that the Motor Vehicle is the subject of a:

- A) hire purchase agreement or
- B) vehicle leasing agreement or
- C) other agreement

We will pay:

- (i) the person or
- (ii) the organisation

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

F New Van Cover

If Your Schedule shows the level of cover as comprehensive and the Motor Vehicle is less than one year old from the date of the initial registration at the time when it is

- A) totally destroyed or
- B) lost and not recovered or
- C) damaged and the cost of repair would exceed 60% of its Current List Price immediately before the accident
 - i) We will contribute towards the replacement of the Motor Vehicle with a new van of the same make and model provided the Motor Vehicle was purchased new by You and belongs to You or is supplied to You under a hire purchase agreement and a new van of the same make and model is available for sale in the British Isles; or
 - (ii) We will contribute towards the cost to settle the outstanding hire or lease amount if the Motor Vehicle is subject to a leasing or contract hire agreement whichever is greater

The total additional amount payable above the Motor Vehicle's Market Value immediately prior to the loss or damage or to settle the outstanding hire or lease amount will not exceed the amount shown in Your Schedule

G Replacement Locks

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

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

The maximum amount We will pay as a result of the loss or Theft of Vehicle Keys will not exceed the limit shown in Your Schedule

Exclusions to Section 1

Exclusion 1 Young or Inexperienced Driver Excess

In respect of each and every occurrence:

You must pay the Excess shown in Your Schedule in respect of any claim for loss or damage if the Motor Vehicle is being driven by or is in the charge of a person who is:

- A) under 21 years of age
- B) under 25 years but not under 21 years of age
- C) 25 years of age or more but holds a provisional licence or has held a full licence to drive a Motor Vehicle for less than 12 months

These excesses will apply in addition to any Excess shown in the Schedule

This Exclusion does not apply to loss or damage:

- (i) caused by fire, lightning, explosion or Theft
- (ii) to the windscreen including windows where this is the only damage to the Motor Vehicle other than scratching of bodywork resulting from the breakage

Exclusion 2 Accidental Damage Excess

You must pay the Excess shown in Your Schedule in respect of any loss of or damage to the Motor Vehicle under this section other than:

- A) loss or damage to the windscreen including windows where this is the only damage to the Motor Vehicle other than scratching of bodywork resulting from the breakage
- B) loss or damage caused by fire, lightning, explosion or Theft

Exclusion 3 Windscreen and Windows Excess

You must pay the Excess shown in Your Schedule in respect of:

- A) any claim for the windscreen including windows of the Motor Vehicle
- B) any claim for any repairs to the bodywork resulting from the breakage

If the registration number of a Motor Vehicle is shown against this Excess, this Endorsement only applies to that Motor Vehicle

Exclusion 4 Theft Excess

You must pay the Excess shown in Your Schedule in respect of any claim for loss or damage caused by Theft under this Section other than:

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

If the registration number of a Motor Vehicle is shown against this Excess, this Endorsement only applies to that Motor Vehicle

Exclusion 5 General Exclusions

- A) We do not cover:
 - (i) loss of value following repair or depreciation
 - (ii) loss of use
 - (iii) wear and tear
 - (iv) loss or damage caused by mechanical electrical electronic or computer failure breakdowns or breakages
 - (v) damage to tyres caused by braking or by punctures, cuts or bursts
 - (vi) loss or damage due to the theft or attempted theft of the Motor Vehicle if: it is unlocked, or
The windows or sunroof are open, or
The removable roof panel, convertible roof or hood is not fitted and secured in the upright position at the time of loss, or
It has been left unattended and unlocked with the Vehicle Keys in or on the vehicle
 - (vii) loss of theft or portable satellite navigation systems when the Motor Vehicle is left unattended or unoccupied unless they are stored out of sight in a locked boot or locked glove compartment
 - (viii) mobile telephones or other communication equipment not permanently fitted in nor designed solely for use in the Motor Vehicle.
 - (ix) loss or damage arising in connection with the operation as a tool of such vehicle or of plant attached to or forming part of it unless otherwise shown in Your Schedule.
- B) We do not cover loss by deception

Section 2 – Liability to Third Parties

Sub-Section 1A Cover if You are Driving

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

- A) death of or bodily injury to any persons (including passengers)
- B) loss of or damage to material property up to the limit of liability shown in Your Schedule any one claim or number of claims arising out of one cause
- C) stoppage of or interference with pedestrian vehicular rail air or waterborne traffic or escape or discharge of any substance or gas up to a limit of £1,000,000 any one claim or number of claims arising out of one cause in connection with the use of the Motor Vehicle (including loading and unloading) or an attached Trailer
- D) a Replacement Vehicle which is being used or driven in the British Isles or Republic of Ireland but only where there is no other insurance in place to cover the same liability

Sub-Section 1B Cover for Legal Fees, Costs and Expenses

We cover You in respect of claims under Sub-Section 1A Cover if You are driving for:

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

Sub-Section 2 Cover for Other People

We cover the following people for legal liabilities to others in the same way that We cover You under Sub-Section 1A Cover if You are Driving and Sub-Section 1B Cover for Legal Fees, Costs and Expenses:

- A) any Permitted Driver
- B) any passenger in the Motor Vehicle
- C) (i) any Principal with whom You have an agreement
 - (ii) any hirer of the Motor Vehicle other than under a hire purchase agreement provided that We shall not be liable in respect of liability arising from the act

default or neglect of the principal/hirer his servant or agent

- D) the Legal Personal Representatives of any person entitled to indemnity under this Section in respect of liability incurred by that person

Sub-Section 3 Cover for Employees' Vehicles

We will cover You and no other person in the terms of Sub-Section 1A Cover if You are driving while any Motor Vehicle not the property of or provided by You is being used in connection with Your business by any person in Your employ We will not cover any liability:

- A) if there is any other insurance covering the same liability

- B) for loss of or damage to the Motor Vehicle

Sub-Section 4 Cover in the European Union

We provide cover to satisfy the legal minimum insurance requirements of the following countries, including legal fees, costs and expenses incurred with Our written consent, while the Motor Vehicle or an attached Trailer is in any of these countries:

- A) any country which is a member of the European Union

- B) any country:

- (i) which agrees to meet European Commission Directives on motor insurance and

- (ii) of which the European Commission is satisfied that arrangements have been made to meet the requirements of these Directives

Sub-Section 5 Our Right to Recover Payment

If We make any payment under any part of Section 2:

- A) solely because of the requirements of any law and

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

You will be obliged to repay to Us any such payment

Extensions to Section 2

Towing

This Policy shall operate while the Motor Vehicle is being used for the purpose of towing:

- A) one disabled mechanically-propelled vehicle
- B) any Trailer Provided always that the vehicle or Trailer being towed is not towed for reward

We do not cover:

- A) loss or damage to the towed vehicle or Trailer or property being conveyed by such vehicle or Trailer

- B) the Motor Vehicle to which any Trailer is attached if it is drawing a greater number of trailers than is permitted by law

Exclusions to Section 2

We do not cover:

- A) the legal liability of any person who is driving unless that person is a Licence Holder

- B) the legal liability of any person other than the driver or attendant of the Motor Vehicle arising from loading or unloading beyond the limits of any carriageway or thoroughfare

- C) the legal liability of any person:

- (i) who is not driving but

- (ii) who is claiming cover if that person knows that the driver is not a Licence Holder

- D) the legal liability of any person other than You if that person is entitled to cover under any other insurance policy

- E) loss of or damage:

- (i) to the Motor Vehicle including any van which is being driven under the terms of Sub-Section 1A Cover if You are Driving, paragraph B)

- (ii) to any property which is owned by or in the custody of the person who is making a claim under this Section

- F) death of or bodily injury to any person arising out of that person's employment except as required by any relevant road traffic legislation

- G) any legal liability, except as required by any road traffic legislation, which arises from the use of any van which We cover under this Section while it is on any part of any commercial or military airport or airfield used for:

- (i) the take-off, landing or movement of aircraft on the ground

- (ii) aircraft parking, including any associated

service roads, refuelling areas, ground equipment parking areas, aprons, maintenance areas and hangars

- H) liabilities arising out of trailers detached from the Motor Vehicle.
- I) liabilities arising out of an attached Trailer if the Motor Vehicle is drawing a greater number of trailers than is permitted by law
- J) for liabilities arising out of the use of a Trailer as a tool - except as required by any relevant road traffic legislation
- K) any consequence of Terrorism except as required by any relevant road traffic legislation

Section 3 – Driving Abroad

A Cover Under This Section

We provide cover to satisfy the legal minimum insurance requirements of the countries specified in Section 2 - Liability to Third Parties Sub- Section 4 Cover in the European Union only

B Extension of Cover

Where You have:

- (i) requested the cover in advance on leaving the UK
 - (ii) provided Us with details of the Motor Vehicle to be covered
 - (iii) provided Us with details of the countries to be visited
 - (iv) provided Us with details of the length of Your stay
 - (v) provided Us with details of who will drive
 - (vi) paid an additional premium
- and We agree, We will cover loss or damage to the Motor Vehicle

C Other Charges

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

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

Section 4 – Other Clauses

A Rallies, Competitions, De-restricted Toll Roads, Trials and Track Use

While any van which We cover is used:

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

We restrict cover to those legal liabilities for which insurance is compulsory under the Road Traffic Acts and We provide no other cover under Your Policy

We do not apply this limitation in respect of any event organised to encourage road safety or a treasure hunt in respect of which:

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

B No Claim Discount

Your No Claim Discount will be increased each year as shown below provided no incident occurs during the Period of Insurance which results in a claim:

| NCD AT POLICY START DATE OR PREVIOUS RENEWAL | NCD FOLLOWING A CLAIM-FREE YEAR |
|--|---------------------------------|
| 5 or more years | 5 or more years |
| 4 years | 5 years |
| 3 years | 4 years |
| 2 years | 3 years |
| 1 year | 2 years |
| Nil | 1 year |

Your No Claim Discount will be reduced each year as shown below if an incident occurs during the Period of Insurance which results in a claim:

| NCD AT POLICY START DATE OR PREVIOUS RENEWAL | NCD FOLLOWING A CLAIM OR CLAIMS | | |
|--|---------------------------------|------------|----------------------|
| | One Claim | Two Claims | Three or More Claims |
| 5 or more years | 3 years | 1 year | Nil |
| 4 years | 2 years | Nil | Nil |
| 3 years | 1 year | Nil | Nil |
| 2 years | Nil | Nil | Nil |
| 1 year | Nil | Nil | Nil |

Payment made for the following does not affect Your No Claim Discount entitlement:

- A) Emergency Treatment Fees
- B) breakage of glass in the windscreen including windows where this is the only damage to the Motor Vehicle other than any scratching of bodywork resulting from the breakage
- C) a non fault claim where We have been able to recover full costs or losses

C More Than One Motor Vehicle Insured

If We cover more than one Motor Vehicle under Your Policy then Part B no claim discount of this Section applies separately to each Motor Vehicle

D Emergency Treatment

We cover any Permitted User for legal liability for Emergency Treatment Fees

E Cross Liabilities

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

F Personal Effects

If Your Schedule shows comprehensive cover is in force, if personal clothing or effects are lost or destroyed by fire, theft or accident while in or on the Motor Vehicle We will pay You or if You so wish, the owner of the property in cash to the value of loss or damage up to the limit shown in Your Schedule per incident

We do not cover :

- (i) Money, stamps, tickets, documents or securities

- (ii) Business stock or equipment used for business purposes
- (iii) Theft of any property from a pickup truck unless stolen from the cab of the Motor Vehicle

G Medical Expenses

If Your Schedule shows comprehensive cover is in force We will, at Your request, pay medical expenses for each occupant of the Motor Vehicle who, as a direct result of a Motor Accident sustains bodily injury up to the limit shown in Your Schedule per injured person

H Personal Accident

If Your Schedule shows comprehensive cover is in force We will pay the following benefits to the driver of the Motor Vehicle (or the drivers Legal Personal Representative) if the driver while in or getting into or out of the Motor Vehicle sustains bodily injury by accidental external violent and visible means which independently of any other cause within three months of the accident result in:

- (i) death
- (ii) complete and permanent loss of sight of any eye
- (iii) loss by severance of a limb at or above the wrist or ankle

The maximum amount We will pay in respect of any one incident will not exceed the limit shown in Your Schedule

We do not cover:

- A) any person seventy five years of age or over
- B) an accident in connection with which the driver sustaining the injury fatal or otherwise
 - (i) was convicted under Part 1 of the Road Safety Act 1967 or under Section 6 of the Road Traffic Act 1960 or any similar drink and driving legislation in other territories or any amending legislation
 - (ii) was found by a post mortem examination to have a higher level of alcohol in his blood than is prescribed in the Road Safety Act 1967 or similar legislation in other territories or any amending legislation

I Tools in Transit

If Your Schedule shows comprehensive cover is in force, if Tools are lost or damaged by fire, Theft or accident while in or on the Motor Vehicle We will pay You or if You so wish, the owner

of the property in cash to the value of loss or damage up to the limit shown in Your Schedule per incident

We do not cover:

- (i) Theft of any property from a pick-up truck unless stolen from the cab of the Motor Vehicle
- (ii) lap top palm top or similar portable computer equipment
- (iii) satellite navigation or similar communication equipment
- (iv) mobile cellular WAP or other portable telephone equipment

Section 5 – 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 where they are material or relevant to any loss may result in

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

A Provision of False Information

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

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

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

proportionally any claim as provided by Section 8 and Schedule 1 of the Insurance Act 2015 We shall offer You the option instead to pay any additional premium due and receive payment of the claim without any proportional reduction provided You accept this offer within 30 days of it being issued; or

- iii) If We would not have accepted the Policy or the alteration to the Policy on any terms We may avoid the Policy from the date of commencement or treat the alteration as if the alteration was never made

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

In these circumstances, Our Right to Recover Payment clause [Sub-Section 5 of Section 2 - Liability to Third Parties] will apply and You may be required to repay to Us any payment that We have been obliged to pay on Your behalf

B Alteration in Risk

You must notify Us as soon as possible of any alteration in risk which affects Your Policy. This information would include:

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

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

We may re-assess Your Policy cover and premium following notification of this information

C Licence Checking

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

- A) any convictions, fixed penalties or endorsements noted on the licence
- B) any Provisional licence

C) any licence issued outside the UK
Any driver with a disability or infirmity that requires notification to the DVLA must have been granted a licence to drive by the DVLA

D Notification of a Claim

You must notify any of the following to Us as soon as possible:

- A) any incident which may give rise to a claim
- B) civil or criminal proceedings

If there has been a Theft You must tell the Police as soon as possible

We may request You to provide all details in writing together with any supporting evidence which We may reasonably require

If any of the following documents are served on You or any other person in connection with any incident then they must be sent to Us as soon as possible:

- (i) writs
- (ii) summons
- (iii) other legal documents
- (iv) letters of claim
- (v) other correspondence

You must not answer any correspondence without Our written consent. We will not unreasonably withhold Our consent

E Conduct of a Claim

You must give Us whatever information or assistance We reasonably request

You must not:

- A) admit
- B) deny
- C) negotiate or
- D) promise to pay

any claim without Our written consent. We will not unreasonably withhold Our consent

We are entitled to take over and conduct the defence or settlement of any claim at our discretion

F 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:

- (a) decline cover under this insurance policy for the relevant claim;
- or
- (b) reduce the claim; or
- (c) void this insurance policy from the date of the relevant claim

G Looking after your Motor Vehicle

You must keep the Motor Vehicle in a roadworthy condition

You must ensure that precautions are taken at all times to prevent injury and safeguard the Motor Vehicle from loss or damage

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

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

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

H Cancelling Your Policy

If You decide not to proceed with the Policy You have statutory right to cancel it within 14 days starting on the date You receive Your Policy.

On receipt of Your instruction We will refund any premiums paid, except where You have already made a claim under Your Policy

You may cancel Your Policy by giving Us written instructions

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

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

You should also instruct Your Bank or Building Society to cancel Your instalment arrangement. We may cancel Your Policy if there is a failure to comply with the conditions of this Policy and if We do We will:

- A) write to You at Your last known address (and in the case of Northern Ireland to the Department of the Environment for Northern Ireland) confirming that all cover will cease 7 days after the date of Our letter
- B) give You a refund of premium for the unexpired period of cover unless We cancel Your Policy in accordance with Condition 5A

I Non Payment/Consumer Credit Termination Clause

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

If Your monthly premium payment has a Fixed Sum Loan Agreement regulated by The Consumer Credit Act 1974 then this shall be deemed to be a linked loan agreement. In the event that there is a default in the instalments due under the payment schedule We reserve the right to also terminate that linked loan agreement

J Other Insurance

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

K Exercising Your rights on Your behalf

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

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

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

We will pay any reasonable costs and expenses involved

L Access to the Motor Vehicle

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

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

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

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

M Law Applicable

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both You and We may choose the law which applies to this contract to the extent permitted by those laws. Unless You and We agree otherwise in writing We have agreed with You that the law which applies to this contract is the law which applies to the part of the United Kingdom in which You are based or if You are based in the Channel Islands or the Isle of Man the law of whichever of those two places in which You are based

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

N Overnight Garaging

If Your Schedule shows that the overnight location of Your Motor Vehicle is a

- A) private garage or
- B) building or
- C) secure compound or
- D) secure car park

We will only provide cover for loss of or damage to Your Motor Vehicle caused by Theft or malicious damage between the hours of 22.00 and 06.00 and arising at the overnight postcode if at the time of such loss or damage

- (i) the Motor Vehicle was kept in the overnight location shown in Your Schedule and
- (ii) the overnight location was locked and secured at the time of such loss or damage

O Application of limits

The maximum amount We will pay irrespective of the number of parties covered by Your Policy having a claim under Your Policy shall not exceed in whole any limits shown in Your Policy or Your Schedule

For the purposes of any limits shown in Your Policy or Your Schedule all parties included in the definition of the Policyholder and covered under Your Policy will be treated as one Policyholder and there will be only one contract of insurance between the Policyholder and Us

P Compliance with Policy Terms

It is a condition of Your Policy that You comply with the terms and conditions of Your Policy and that any other person covered by Your Policy as though they were You with the terms and conditions of Your Policy

Q Financial or Trade Sanctions

We shall not provide coverage or be liable to provide any indemnity or payment or other benefit under this Policy if and to the extent that doing so would breach any prohibition or restriction imposed by law or regulation

If any such prohibition or restriction takes effect during the Policy period We or You may cancel that part of this Policy which is prohibited or restricted with immediate effect by giving written notice to the other at their last known address (or in the case of Northern Ireland We will write to the Department of the Environment for Northern Ireland).

If the whole or any part of the Policy is cancelled We will give You a full refund of premium for any unexpired period of cover.

Section 6 – Exclusions Which Apply to Your Whole Policy

A Changes or additions to the vehicles to be Insured

The Insurers will not cover the Policyholder in respect of any vehicle unless

- A) the Insurers already have details of this vehicle or
- B) details of any changes or additions to the vehicle(s) to be insured are given to the Insurers immediately and the Insurers accept them and
- C) the Insurers have issued a certificate of motor insurance

B Use and Driving Which We Do Not Cover

We do not cover any claim under any Section of Your Policy occurring while a van which We cover is being:

- A) used with Your permission but is being driven or used outside the circumstances defined in Your Certificate of Insurance
- B) driven by You unless You are a Licence Holder
- C) driven with Your permission by any person:
 - (i) who is not permitted to drive in Your Certificate of Insurance or
 - (ii) who You know is not a Licence Holder
- D) driven by or in the charge of any person under 25 years of age unless that person is named in Your Schedule

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

C Liability Which Results From An Agreement

We do not cover any liability which results solely from an agreement

D Radioactive Contamination

We do not cover any:

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

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

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

E War Risks

We do not cover any:

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

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

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

except as required by any relevant road traffic legislation

F Riot and Civil Commotion

We do not cover any consequence of riot or civil commotion occurring in Northern Ireland

We do not apply this Exclusion to Section 2 - 'Liability to Third Parties'

G Sonic Bangs

We do not provide cover under Section 1 - 'Loss or Damage to the Motor Vehicle' of Your Policy in respect of loss or damage which is caused by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speed

H Pollution

We do not cover:

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

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

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

All pollution which arises out of one incident will

be considered to have occurred at the time when this incident takes place

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

I Driving Under the Influence of Drink or Drugs

We do not cover any loss of or damage to the Motor Vehicle, if, as the result of the incident, You or anyone insured under the Policy is convicted of driving whilst under the influence of alcohol or drugs. Our liability will be limited to the cover required under the Road Traffic Act and We will reserve the right to recover any amounts We are required to pay. This exclusion does not apply to amounts paid or which We are required to pay under Section 8 - Legal Assistance Plan.

Section 7 – No Claim Discount Protection

This Section is only applicable if Your Schedule shows that it is in force

Section 4 - Other Clauses, B No Claim Discount and C More Than One Vehicle Insured are replaced by the following:

A No Claim Discount Protection

No Claim Discount Protection allows You to make one or more claims before Your number of No Claim Discount years falls

Please see Our step-back procedures for details If You have selected No Claim Discount Protection then Your No Claim Discount will remain at 4 or more years following up to two at fault claims in five consecutive Periods of Insurance Your No Claim Discount will be reduced as below following three or more claims in five consecutive Periods of Insurance

| PROTECTED NCD AT POLICY START DATE OR PREVIOUS RENEWAL | NCD AFTER 3 OR MORE CLAIMS IN 5 CONSECUTIVE PERIODS | | |
|--|---|-------------|--------------------------|
| | 3 Claims | 4 Claims | More Than 4 Claims |
| 4 Years | 2 Years | Nil | Nil |
| 5 Years Or More | 3 Years | 1 Year | Nil |

No Claim Discount Protection does not protect the overall price of Your Policy. The price of Your Policy may increase following a claim even if You were not at fault

Payment made for the following does not affect Your No Claim Discount Protection:

- A) Emergency Treatment Fees
- B) breakage of glass in the windscreen including windows where this is the only damage to the Motor Vehicle other than any scratching of bodywork resulting from the breakage
- C) a non fault claim where We have been able to recover full costs or losses

B More Than One Motor Vehicle Insured

If We cover more than one Motor Vehicle under Your Policy then Part A No Claim Discount Protection of this Section applies separately to each Motor Vehicle

Section 8 – Legal Assistance Plan

This section only applies if it is listed in Your Schedule.

LEGAL ASSISTANCE PLAN –DEFINITIONS

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

Legal Expenses

Legal fees, costs and other expenses:

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

Legal Representative

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

Limit of Indemnity

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

Motor Accident

An incident which happens when You are using the Motor Vehicle during the Period of Insurance and within the Territorial Limits and which gives rise to Uninsured Losses.

Reasonable Prospects

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

Road Traffic Proceedings

Criminal proceedings brought against You for any offence under the road traffic laws whilst using the Motor Vehicle within the Territorial Limits in relation to a Motor Accident (other than those which are already provided for under Section 2, Sub-Section 1B, Cover for Legal Fees, Costs and Expenses).

Uninsured Losses

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

We, Us, Our

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

You, Your

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

A. Legal Expenses to Recover Uninsured Losses

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

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

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

(1) Small Claims Track claims

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

- (i) 25% of the damages recovered (or in the event You lose, 25% of the Uninsured Losses You would have otherwise expected to have

recovered), or

- (ii) five hundred pounds (£500.00), whichever is the lower. The same limits shall apply to the Scottish or Northern Irish equivalent to the Small Claims Track.

(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 allowed under the equivalent Scottish or Northern Irish laws, rules and practices.

The most We will pay for all Legal Expenses arising from a claim or series of connected claims is the Limit of Indemnity shown in the Schedule. We will normally only make payment of Legal Expenses after Your claim has been finally concluded. We will not normally agree to make payment on an interim basis except in exceptional circumstances and subject to Our sole discretion. If We have paid for any Legal Expenses as part of such interim payments which You later succeed in recovering from any third party, We will be entitled to reimbursement of those expenses.

B. Defence Costs For Road Traffic Proceedings

In the event of a Motor Accident We will also pay all costs, expenses and disbursements which Your Legal Representative reasonably and

proportionately charges You to:

- defend You under any Road Traffic Proceedings, or
- represent You if You have pleaded guilty in respect of any Road Traffic Proceedings, if a conviction may result in You being disqualified or suspended from driving, except that We will not pay more than the value of the sum shown in Your Schedule in relation to Road Traffic Proceedings arising from one prosecution or a series of connected prosecutions.

C. Legal Representation

You are free to appoint Your own Legal Representative.

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

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

WHAT IS NOT COVERED UNDER A, B AND C

1. Any claim in relation to any Motor Accident where You were at fault.
2. Anything which is already covered under Your Policy including claims brought by third parties against You in relation to any Motor Accident, whether You were at fault or not.
3. Any Legal Expenses in relation to claims which we do not believe have Reasonable Prospects or are not reasonable to pursue (as explained further at Condition B below).
4. Any shortfall between Your Legal Expenses and the costs recoverable, or that would reasonably be expected to be recoverable

from another party, pursuant to the Civil Procedure Rules (or its Scottish or Northern Irish legal equivalent).

5. Legal Expenses if the claim is reported to Us more than 180 days after the Motor Accident.
6. Legal Expenses if the Motor Accident occurred before the start of cover under this section.
7. Legal Expenses incurred before We have accepted the claim in writing unless this has been agreed by Us.
8. Any Legal Expenses incurred and/or which You have been ordered to or agreed to pay as a result of delays or unreasonable behaviour by You or Your failure to accept or the late acceptance of any offer to settle, without Our permission.
9. Legal Expenses incurred because You have withdrawn from the Legal Proceedings without Our permission. We will be entitled to recover from You any amount We have paid or have to pay in respect of Your claim as a result of this withdrawal.
10. Legal Expenses payable as a result of any damages based agreement You have entered into without Our approval to the extent that Our liability would be increased by such agreement
11. Any claim arising from damage to the Motor Vehicle where such claim is made against You.
12. The expenses for an expert witness, unless We have given prior written permission for the witness to be appointed.
13. Any Legal Expenses which You can claim under another insurance policy or which You could have claimed if You had kept to the terms of that policy.
14. Any claim arising from a malicious act.
15. Legal Expenses which You are able to recover from another person.
16. Legal costs and expenses of defending Road Traffic Proceedings resulting from offences connected with violent or dishonest conduct.
17. The legal costs and expenses of any appeal if You are unsuccessful in any Road Traffic Proceedings.
18. Legal Expenses for claims arising from

defective repairs, mechanical breakdown or general maintenance of the Motor Vehicle.

19. Any costs incurred by You or Your Legal Representative in providing Us with any information or documentation under this Policy.

LEGAL ASSISTANCE PLAN – CONDITIONS

A Control Of Claims

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

You must:

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

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

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

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

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

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

B Reasonable Prospect Of Success And Reasonableness To Pursue In Civil Cases

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

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

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

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

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

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

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

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

C Accounts And Level Of Expenses

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

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

D Settling Early

You must tell Us as soon as possible of any offer or payment which is made to settle the claim.

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

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

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

E Options To Reimburse

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

F Conflict Of Interest

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

G Dispute Resolution

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

The arbitrator will be either a solicitor or barrister agreed by Us and You, and if agreement can't be

reached the Bar Council or the President of the Law Society will choose one within the British Isles. Whoever loses the arbitration must pay all the costs and expenses of the other party. If the decision goes against You, You cannot claim the arbitration costs under Your Policy.

We will give you written details of the right to arbitration. If You want to take any dispute with Us to arbitration, You must tell Us this in writing. Using the arbitration procedure does not prevent You from referring the matter to the Financial Ombudsman Service or the right to appeal against the arbitrator's decision in a court of law.

Complaints Procedure

We aim to provide a first class service to all Our Policyholders, however occasionally an enquiry or a complaint may arise which will usually be resolved quickly and efficiently to Our Policyholders' satisfaction.

In the event your complaint is about RSA Insurance plc, please contact: -

RSA Customer Relations Team

PO Box 255

Wymondham

NR18 8DP

Email: crt.halifax@uk.rsagroup.com

Depending on the nature of Your complaint, You may need to contact the broker/agent who arranged the Insurance for You.

In the event Your complaint is about Policyfast, please contact: -

Operations Manager

Policyfast Limited

Unit 5 Vantage Park

Washingley Road

Huntingdon

PE29 6SR

If You remain dissatisfied with the way in which Your complaint has been handled, You may be able to refer the matter to the Financial Ombudsman Service at: -

The Financial Ombudsman Service

Exchange Tower

Harbour Exchange Square

London

E14 9SR

0800 0234567 (free from standard land line, mobiles may be charged)

0300 1239123 (same rate as 01 or 02 numbers, on mobile phone tariffs)

Email: complaint.info@financial-ombudsman.org.uk

website: www.financial-ombudsman.org.uk

The complaints procedure does not affect any legal right You may have to take action against Us

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 RSA Insurance plc. You are giving Your information to RSA 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.

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

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 shown 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 prosecution of offenders)
- Obtaining information if You are involved in a road traffic accident (either in the UK, the EEA or certain other countries).

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 correct 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

UKC02280J November 2016

Underwritten by



Royal & Sun Alliance Insurance plc (No. 93792).
Registered in England and Wales at St Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL.
Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority
and the Prudential Regulation Authority.

