



MINI FLEET

Policy



Contents

Section	Page	Section	Page
Customer Care Services & Telephone Helplines	4	Section 4 – Other Clauses	25
What you should do in the event of an accident or theft	5	What is covered/What is not covered	25
What our Claims Helpline and Priority Repairers have to offer	6	Additional Exclusions applying to Sections 1 – 4	27
How to use the RSA Windscreen Repair/Replacement Service	8	Claims Conditions applying to Sections 1 – 4	29
How to make your vehicle more secure?	9	Section 5 – Legal Assistance Plan	31
What to do if you are taking your vehicle abroad	10	What is covered/What is not covered	32
What to do if...	11	Legal Assistance Plan – Conditions	35
Have you thought about Breakdown cover?	12	Section 6 – Breakdown	37
About Your insurance Policy	14	What is covered/What is not covered	37
The insurance contract	14	Conditions applying to Section 6	45
Section 1 – Loss or Damage to the Motor Vehicle	15	Policy Conditions	47
What is covered/What is not covered	15	Definitions – Words with special meanings	50
How We settle claims	19	Complaints Procedure	54
Section 2 – Liability to Third Parties	20	How We Use Your Information	55
What is covered/What is not covered	20		
Section 3 – Driving Abroad	24		
What is covered/What is not covered	24		

Customer Care Services

As part of our commitment to customer care, we have provided additional services to help you when you need it most.

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

If you have selected Comprehensive cover, you can take advantage of our priority service. We will repair or replace your windscreen anywhere in the country. If you do not have Windscreen cover you can benefit from this service at a discounted rate.

Legal Assistance

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

Breakdown Assistance

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

Telephone Helplines

To use the Helpline services telephone the relevant number shown below, 24 hours a day, 365 days a year:

24 Hour Claims Service 0345 300 4006

**Claims Service for Accidents Abroad
+44 (0) 330 102 4115**

Windscreen Replacement 0800 783 4695

**Legal Assistance Helpline
01455 251500**

**Breakdown Assistance (if covered)
0330 102 4203**

**European Assistance (if covered)
+44 (0) 0345 678 2787**

For your protection, telephone calls may be recorded or monitored.

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

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

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

What our Claims Helpline and Priority Repairers have to offer

In an emergency...

If your vehicle is either stolen, or +immobilised/unroadworthy 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)
- Replacement Vehicle for Cars and Goods Carrying Vehicles up to 3.5 tonnes gross vehicle weight to keep you mobile for up to 48 hours*

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

* Our service provider will offer a choice of appropriate vehicles, subject to availability.

(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 Priority 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. 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 vehicle back on the road as quickly as possible and repaired to your complete satisfaction.

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

If you use one of our recommended repairers we will:

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

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

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

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

We will:

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

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

How to use the RSA Windscreen Repair/ Replacement Service

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

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

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

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

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

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

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

RSA - Freephone 0800 783 4695

How do you make your vehicle more secure?

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

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

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

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

What to do if you are taking your vehicle abroad

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

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

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

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

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

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

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

What to do if...

you change your vehicle

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

you want to change drivers

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

you change your business address

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

your health changes

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

other circumstances change

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

Have you thought about Breakdown cover?

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

Roadside Assistance

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

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

Roadside Assistance and Homecall

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

Roadside Assistance, Recovery and European Assistance

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

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

Roadside Assistance, Recovery, Homecall and European Assistance

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

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

Service Standards

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

Ready to help you 24 hours a day

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

Breakdown Assistance
0330 102 4203

Open 24 hours

European Assistance
+44 (0) 345 678 2787

Open 24 hours

Guide to the benefits of Breakdown Cover

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

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

Important note:

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

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

This Policy is a contract between You and Us.

This Policy, the Schedule, the Statement of Fact, Clauses and Certificates should be read as if they are one document.

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

About Your insurance Policy

Your insurance **Policy** is made up of this **Policy** wording, **Your Statement of Fact**, **Your Certificate of Motor Insurance** and the **Schedule** which shows the vehicle details, covers in force, our **Limits of Liability**, the premium **You** will pay, and any other terms which apply to **Your Policy**.

You should read the **Statement of Fact**, **Your Certificate of Motor Insurance**, **Schedule** and the **Policy** wording together, to tell **You** what is covered and what is not covered, how **We** settle claims and other important information.

Some words in this **Policy** have a special meaning. They start with a capital letter and are in **bold type** whenever they appear in the **Policy**, and are listed under "Definitions" at the end of the **Policy**.

We have set out 'What is covered' to the left of each page, and 'What is not covered' to the right.

There are also some special exclusions which apply to the whole of certain Sections.

The insurance contract

This insurance **Policy** is a legal contract between **You** and **Us**. **Our** acceptance of this risk is based on the information presented to **Us** in the **Statement of Fact** completed prior to the commencement of this **Policy**, and at subsequent stages in respect of mid-term changes and renewal. Provided this has been completed accurately and in good faith, when considered with any assumptions that **We** have output on the **Statement of Fact**, **We** will accept this as being a fair presentation of **Your** Business.

We will provide the insurance described in this **Policy** (subject to all the terms, conditions and exclusion of this **Policy**) for the **Period of Insurance** shown in the **Schedule** and any subsequent period for which **You** shall pay and **We** shall agree to accept the premium.

This **Policy** has been issued by Royal & Sun Alliance Insurance plc.

Section 1 – Loss or Damage to the Motor Vehicle

What is covered

1 Comprehensive

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

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

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

or

2 Fire and Theft

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

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

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

What is not covered

1 Accidental Damage Excess

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

except in respect of loss or damage

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

2 Young or Inexperienced Driver Excess

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

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

What is covered

What is not covered

except in respect of loss or damage

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

3 **Theft Excess**

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

except in respect of loss or damage

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

4 **Trailer Theft Excess**

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

5 **Windscreen and Window Glass Excess**

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

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

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

Extensions to Cover

SECTION 1 ALSO COVERS

What is covered

1 Recovery and Redelivery of the Motor Vehicle

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

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

2 Replacement Locks

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

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

3 New Vehicle Cover

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

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

What is not covered

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

- 1 Any **Motor Vehicle** other than **Cars** or **Goods Carrying Vehicles**.
- 2 Any amount above the **Motor Vehicle's Market Value** immediately prior to the loss or damage in excess of the **Limit of Liability** shown in the **Schedule**.

What is covered

- 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.

What is not covered

SECTION 1 ALSO DOES NOT COVER

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

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

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

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

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

Electric Vehicles

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

The most We will pay

- 1 In respect of the **Motor Vehicle** the most **We** will pay is
the lower of the following amounts
 - A) the **Market Value**
 or
 - B) the Estimated Value at Inception shown in the **Schedule**
 or as otherwise detailed in Extensions to Cover, 3 - New Vehicle Cover if applicable.

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

Other considerations when settling any claims under this Section

Hiring and Other Agreements

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

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

We will pay:

- i) the person or
- ii) the organisation

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

Section 2 – Liability to Third Parties

What is covered

1 A) Your Legal Liabilities

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

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

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

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

B) Your Legal Fees, Costs and Expenses

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

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

What is not covered

What is covered

2 Cover for Other People

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

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

3 Cover for Employees' Vehicles

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

4 Cover whilst Towing

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

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

5 Emergency Treatment

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

6 Cross Liabilities

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

What is not covered

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

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

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

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

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

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

What is covered

What is not covered

SECTION 2 ALSO DOES NOT COVER

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

What is covered

What is not covered

- 8 Liabilities arising out of **Trailers** detached from the **Motor Vehicle** unless the **Trailer** is specified in the **Schedule**.
- 9 Liabilities arising out of an attached **Trailer** if the **Motor Vehicle** is drawing a greater number of **Trailers** than is permitted by law.
- 10 Liabilities arising out of the use of an unspecified **Trailer** as a tool except as required by any relevant road traffic legislation.
- 11 Any consequence of **Terrorism** except as required by any relevant road traffic legislation.
- 12 Liability arising out of the operation as a tool of the **Motor Vehicle** or attached plant.
- 13 Any liability which results solely from an agreement.

Section 3 – Driving Abroad

What is covered

1 Standard Cover

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

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

2 Extension of Cover

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

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

and **We** agree

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

3 Other Charges

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

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

What is not covered

Section 4 – Other Clauses

What is covered

1 Car Sharing

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

provided that

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

2 Personal Effects

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

What is not covered

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

What is covered

3 Medical Expenses

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

4 Personal Accident

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

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

5 Tools in Transit

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

What is not covered

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

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

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

3 Any person aged seventy-five years or over.

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

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

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

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

2 The following items

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

B) satellite navigation or similar communication equipment

C) mobile cellular WAP or other portable telephone equipment.

3 **Theft** of any property

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

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

C) from a forklift.

Additional Exclusions applying to Sections 1 – 4

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

1 Changes or Additions to the Vehicles to be insured

Any vehicle unless

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

2 Use and Driving which We do not cover

Any claim occurring while a vehicle which **We** cover is being

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

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

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

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

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

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

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

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

4 Radioactive Contamination

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

- E) any other loss

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

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

5 War Risks

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

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

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

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

6 Riot and Civil Commotion

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

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

7 Pollution

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

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

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

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

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

Claims Conditions applying to Sections 1 – 4

1 Notification of a Claim

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

2 Conduct of the Claim

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

3 Fraudulent or Exaggerated Claims

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

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

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

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

4 Other Insurance

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

5 Exercising Your rights on Your behalf

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

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

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

We will pay any reasonable costs and expenses involved.

6 Access to the Motor Vehicle

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

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

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

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

7 Our Right to Recover Payment

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

- A) solely because of the requirements of any law

and

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

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

Section 5 – Legal Assistance Plan

DEFINITIONS

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

Legal Expenses

Legal fees, costs and other expenses:

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

Legal Proceedings

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

Legal Representative

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

Limit of Indemnity

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

Motor Accident

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

Reasonable Prospects

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

Road Traffic Proceedings

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

Uninsured Losses

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

We, Us, Our

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

You, Your

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

Your Vehicle

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

What is covered

A – LEGAL EXPENSES TO RECOVER UNINSURED LOSSES

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

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

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

1 Small Claims Track claims

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

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

whichever is the lower.

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

What is not covered

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

What is covered

2 Claims subject to Fixed Cost rules

If **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.

What is not covered

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

What is covered

B – DEFENCE COSTS FOR ROAD TRAFFIC PROCEEDINGS

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

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

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

C – LEGAL REPRESENTATION

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

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

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

What is not covered

Section 5 – Legal Assistance Plan – Conditions

A. CONTROL OF CLAIMS

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

You must:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. ACCOUNTS AND LEVEL OF EXPENSES

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

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

D. SETTLING EARLY

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

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

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

E. OPTIONS TO REIMBURSE

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

F. CONFLICT OF INTEREST

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

G. DISPUTE RESOLUTION

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

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

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

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

H. CANCELLATION

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

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

Section 6 – Breakdown

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

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

What is covered

1 Roadside Assistance

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

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

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

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

What is not covered

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

What is covered

2 Recovery

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

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

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

- B) **We** will also pay the cost of continuing the journey to **Your** destination, or the repairer, or returning to **Your** home address or where **Your Motor Vehicle** is normally kept, for the driver and up to eight passengers by providing

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

or

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

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

What is not covered

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

What is covered

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

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

3 Homecall

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

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

What is not covered

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

What is covered

4 European Assistance

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

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

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

or

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

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

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

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

or

What is not covered

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

2 Onward transportation of goods.

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

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

B) which is carrying hazardous goods or

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

What is covered

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

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

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

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

or

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

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

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

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

What is not covered

What is covered

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

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

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

What is not covered

What is covered

What is not covered

SECTION 6 ALSO DOES NOT COVER

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

What is covered

What is not covered

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

Conditions applicable to Section 6

1 Condition of Your Vehicle

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

2 Requests for Emergency Assistance

- A) If **You** need **Emergency Assistance**, **You** must contact **Us** by phone. **We** must authorise any **Emergency Assistance**, otherwise **You** will have to pay any costs.
- B) **You** must quote the Policy Number when calling for **Emergency Assistance** so **We** can confirm that cover applies.
- C) The driver must be there when the recovery agent is providing **Emergency Assistance**.

- D) **You** must provide receipts for any expenses **We** have authorised that **You** have to pay in connection with any **Emergency Assistance We** provide.
- E) If a request for **Emergency Assistance** is in any way fraudulent, **You** will lose all benefits under this sub-section.
- F) **We** will always aim to provide **Emergency Assistance** where possible but **We** reserve the right to refuse to provide assistance if **We** believe **Your** demands are unreasonable or excessive.

3 Selecting the Appropriate Assistance Service

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

4 Safety of Contents

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

5 Responsibility for the Repairer's Acts or Neglect

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

6 Emergency Assistance which is No Longer Needed

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

7 Collecting the Vehicle Following a Repair

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

Policy Conditions

(APPLICABLE TO ALL SECTIONS)

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

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

1 Alteration in Risk

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

Material information would include

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

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

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

2 Looking after Your Motor Vehicle

You must

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

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

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

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

3 Cancelling Your Policy

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

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

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

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

4 Cancelling the Monthly Premium Instalment Agreement

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

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

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

5 Consumer Credit Termination Clause

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

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

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

6 Law Applicable

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

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

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

7 Application of Limits

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

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

8 Compliance with Policy Terms

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

9 Provision of False Information

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

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

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

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

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

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

10 Licence Checking

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

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

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

11 Financial or Trade Sanctions

We shall not provide 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 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.

Definitions – Words with special meanings

Accessories

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

Advanced Driver Assistance System

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

Audio, Visual, Navigation and Communication Equipment

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

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

Breakdown

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

British Isles

- 1 Great Britain
- 2 Northern Ireland
- 3 The Isle of Man
- 4 The Channel Islands

- 5 Transit by water, rail or air within or between any of the above territories, provided this transit is by a commercial carrier.

Car(s)

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

Certificate of Motor Insurance

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

Your Certificate of Motor Insurance

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

Current List Price

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

Defined Organisation

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

Driver

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

DVLA

Driver and Vehicle Licensing Agency.

Emergency Assistance

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

Endorsement

An amendment to **Your Policy**.

Excess

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

Goods Carrying Vehicle(s)

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

Insured Incident

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

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

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

Insured Person

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

Immobilised

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

Licence Holder

A person who

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

Limit of Liability

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

Market Value

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

Motor Vehicle

The vehicles shown

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

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

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

Passenger

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

Period of Insurance

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

Permitted Driver

Any person who

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

Permitted User

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

Policy

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

Replacement Vehicle

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

Replacement Vehicle Supplier

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

Schedule

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

Special Type

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

Statement of Fact

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

Territorial Limits

- 1 The **British Isles**
- 2 The Republic of Ireland
- 3 Any member country of the European Union

- 4 Liechtenstein, Norway, Iceland, Serbia, Switzerland and Andorra
- 5 Transit by water, rail or air within or between any of the above 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 H.M. Government in the United Kingdom or any government de jure or de facto.

Theft

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

Tools

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

Trailer(s)

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

Vehicle Keys

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

We/Us/Our/Insurer

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

You/Your/Yours

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

Complaints Procedure

OUR COMMITMENT TO CUSTOMER SERVICE

At RSA we are committed to going the extra mile for our customers. If you believe that we have not delivered the service you expected, we want to hear from you so that we can try to put things right. 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
PO Box 255
Wyomondham
NR18 8DP

Email: 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: Exchange Tower
Harbour Exchange Square
London
E14 9SR

Telephone: 0800 0234567 (free from standard landline, 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

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

Mini Fleet 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.

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 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, the DVLA/DVANI, the Insurance Fraud Bureau or other bodies permitted by law for purposes including, but not limited to:

- i) Electronic Vehicle Licensing
- ii) Continuous Insurance Enforcement
- iii) Law enforcement (prevention, detection, apprehension and or prosecution of offenders)
- iv) 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