

Business Car

Policy booklet



Underwritten by RSA Insurance plc



Welcome to Policyfast

Welcome to Your new Business Car Policy exclusively arranged via Policyfast Limited with RSA.

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

Business Car Claims Helplines

24 hour Claims Service

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

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

Windscreen Replacement

For those of You who have selected comprehensive cover, You can take advantage of Our priority service. We will repair or replace Your windscreen anywhere in the country without affecting Your No Claims Discount.

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

Legal Assistance

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

How to use the Helpline Services

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

24 Hour Claims Service 0845 300 4006*

Windscreen Replacement 0800 783 4695*

Legal Assistance Helpline 01455 251500*

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

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Customer Information

Data Protection Notice

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.

We are required to send You this information to comply with current Data Protection legislation. It explains how We may use Your details and tells You about the systems We have in place that allow Us to detect and prevent fraudulent applications and claims. The savings that We make help Us to keep premiums and products competitive.

Data Protection Act 1998

All personal information supplied by You will be treated in confidence by the RSA Group of companies and will not be disclosed to any third parties except where Your consent has been received or where permitted by law. In order to provide You with products and services this information will be held in the data systems of the RSA Group of companies or Our agents or subcontractors.

The RSA Group of companies may pass Your personal information to other companies for processing on its behalf. Some of these companies may be based outside Europe in countries that may not have laws to protect Your personal information, but in all cases the Group will ensure that it is kept securely and only used for the purposes for which You provided it. Details of the companies and countries involved can be provided to You on request.

Motor Insurance Database

Your Policy details will be added to the Motor Insurance Database (MID), run by the Motor Insurers' Information Centre (MIIC). MID data may be used by the DVLA and DVLNI for the purpose of Electronic Vehicle Licensing and by the Police for the purposes of establishing whether a driver's use of the vehicle is likely to be covered by a motor insurance Policy and/or for preventing and detecting crime. If You are involved in an accident (in the UK or abroad), other UK insurers, the Motor Insurers' Bureau and MIIC may search the MID to obtain relevant Policy information.

Persons with a valid claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.

You can find out more about this from Your Insurer, or at www.mic.org.uk.

Fraud Prevention, Detection & Claims History

- If false or inaccurate information is provided and fraud is identified, details will 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 related or other facilities.
 - Managing credit and credit related accounts or 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 on page 3 if You want to receive details of the relevant fraud prevention agencies.
- We and other organisations may access and use from the other countries the information recorded by fraud prevention agencies.

We can supply on request further details of the databases We access or contribute to (see opposite).

Claims History

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

The aim is to help Us to check information provided and also to prevent fraudulent claims. When We deal with a request for insurance, We may search these registers.

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.

We may search these databases when You apply for insurance, in the event of any incident or claim, or at time of renewal to validate Your claims history or that of any other person or property likely to be involved in the Policy or claim.

How to contact the Data Protection liaison office

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:

The Data Protection Liaison Officer
Customer Relations Office
Royal & Sun Alliance Insurance plc
Bowling Mill
Dean Clough Industrial Estate
Halifax
HX3 5WA

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

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

- 1) People are more important than property and Your first priority should be to check whether anybody is injured and attend to them, seeking medical help if necessary.
- 2) Always stop if You are involved in an accident and exchange the following information:
 - Names and addresses (including those of any eye witnesses).
 - Insurance companies and addresses (including policy numbers if known).
 - Vehicle registration numbers.
- 3) Do not admit You are to blame or offer any payment.
- 4) Draw a diagram of the accident scene. This should include the position of the vehicles before, and after the accident, the road layout, any obstructions to Your or other

road users' vision, the position of any witnesses and anything else which could be relevant to the cause of the accident e.g. speeds and distances involved, or the weather conditions.

- 5) IF ANYONE IS INJURED You must produce Your Motor Insurance Certificate to the Police or to anyone who has reasonable grounds for requiring it. If You can't do this at the scene of the accident You must produce it and report the accident to the Police within 24 hours.
- 6) In an Emergency, phone Our 24 hour Claims Service.
- 7) In other circumstances, phone Our 24 hour Claims Service Helpline or Your Broker/Insurance Adviser as soon as possible after an accident.
- 8) If You receive any letters or documents about the accident, please send them unanswered to Us.
- 9) In the event of Theft of Your car, 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 car is either stolen, or unroadworthy due to an accident, fire, attempted Theft or vandalism, within the UK, in order to provide practical help when You need it most We have arranged the following services:

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

+ By unroadworthy we mean:

Incapable of movement or illegal to use on a Public Highway due to the vehicle's damaged condition.

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

All You have to do is call the 24 hour Claims

Service Helpline on 0845 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 car is still driveable...

Our Claims Service Team will provide advice and assistance to help You get Your car back on the road as quickly as possible and repaired to Your complete satisfaction. To ensure this happens We have a network of carefully chosen priority repairers spread throughout the country.

Our network of priority repairers are authorised to start work on Your car as soon as they receive it. Our motor engineers ensure that they continue to meet the required performance levels within preagreed costs.

For Your protection, telephone calls may be recorded or monitored. The benefits of the Priority Repairer Scheme are:

- In the event of a claim You simply call our Claims Service Helpline.
- No need to obtain estimates.
- You will be contacted by the Priority Repairer to arrange an appointment for Your car to be repaired.
- Your car can be collected/delivered to Your home/business address free of charge.
- Provided You have comprehensive cover Our priority repairers will supply You with a courtesy car while Your own car is being repaired (following damage insured by this Policy). Your Business Car Policy

automatically provides cover for the courtesy car at no extra charge.

- The repairs will be completed quickly and to a high standard which includes a lifetime guarantee for all body/paintwork with the reapplication of anti-corrosion material in line with the manufacturer's specification and warranty.
- Your car will be returned to You in a clean and tidy condition.

In the event of a claim, please call 0845 300 4006 to access Our Priority 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.

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

If Your windscreen needs replacing You will be responsible for the windscreen Excess shown in Your 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 Your windscreen is replaced or repaired it will not affect Your hard-earned No Claims Discount.

Whether at the roadside or with Our glass replacement provider, please remember to produce Your current Motor Insurance Certificate.

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, 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 a RSA customer You will be entitled

to discounted prices. Simply show Your RSA Certificate to obtain Your discount.
RSA - freephone 0800 783 4695

How do You make Your car 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 car doors and shut the windows whenever You leave Your car, 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 car.
- 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 car 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 car unattended. Always keep them away out of sight e.g. in a glove compartment or under a seat. Even when You are in the car consider these precautions as it has been known for thieves to reach through passenger windows to steal items when the car 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 car 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 car abroad

Your Business Car 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, Croatia, Iceland, Switzerland 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 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.

If You have an accident while abroad You can contact Us from outside the UK on the following telephone number +44 (0) 870 600 2900 (24 Hours).

What to do if

You change Your car

If You change Your car please notify Ourselves, Your broker or usual insurance adviser and We'll advise of any change of premium and send an updated Policy Schedule. We'll need to know the make, model, engine type, value, registration number, age and cubic capacity of Your new car, and also if You've registered the car in another name.

You want to change drivers

Your Policy and certificate detail who You have named to drive Your car. If You wish to change the names, please contact Ourselves, Your broker or insurance adviser to enable Us to make the necessary alteration.

You change Your business address

Please contact Ourselves, 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 car, or any modification to the car itself that may affect its performance. This is not an exhaustive list and should You be in any doubt please contact Ourselves, Your broker or usual insurance adviser.

Other useful points

How does No Claims Discount work

You earn No Claims Discount for each year of claim free driving, increasing annually up to a maximum of 5 or more years, which, with RSA Business Car, gives a maximum discount from Your base premium. A single at-fault claim during a one year Period of Insurance (or not at-fault claim if You are unable to recover Your uninsured losses) reduces Your maximum No Claims Discount to 3 years and 2 at-fault claims will reduce Your discount to 1 year. See page 15 of this Policy for full details.

However, if You have chosen to take NO CLAIMS DISCOUNT PROTECTION which is available for

comprehensive cover then Your hard earned discount (4 or more years) will not be affected unless You have more than 2 at-fault claims in 5 years. Windscreen breakage claims do not count.

What to do if You want to lay up Your car

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

Legal Assistance Plan

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

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

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

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

We have provided all of Our Business Car customers with Legal Assistance Plan cover automatically.

THIS POLICY (AND THE SCHEDULE WHICH FORMS AN INTEGRAL PART OF THE POLICY) IS A LEGAL CONTRACT. PLEASE EXAMINE IT THOROUGHLY TO ENSURE IT MEETS YOUR REQUIREMENTS. IF IT DOES NOT PLEASE ADVISE YOUR INSURANCE ADVISER WITHOUT UNDUE DELAY.

WE WOULD REMIND YOU THAT YOU ARE REQUIRED TO INFORM US WITHOUT UNDUE DELAY OF ANY FACTS OR CHANGES WHICH WE WOULD TAKE INTO ACCOUNT IN OUR ASSESSMENT OR ACCEPTANCE OF THIS INSURANCE. FAILURE TO DO SO MAY INVALIDATE YOUR POLICY OR RESULT IN CERTAIN COVERS NOT OPERATING FULLY. IF YOU ARE IN ANY DOUBT AS TO WHETHER A FACT IS MATERIAL OR NOT, PLEASE CONTACT YOUR INSURANCE ADVISER

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

The Statement of Fact or any information supplied by the Policyholder shall be incorporated in the contract.

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

Business Car Policy

This is Your Business Car Policy.

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

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

Your Statement of Fact is incorporated in and is part of this contract. You must tell Us as soon as possible of any change to the information given on Your Statement of Fact as failure to do so may invalidate Your Policy. You should not wait until the next renewal date.

No promotional literature or advice booklets form part of Your Policy.

Your Schedule shows which covers are in force. You should read it carefully along with the relevant sections of Your Policy book, Your Certificate of Insurance and any Endorsements. You should also pay particular attention to the Conditions and Exclusions on pages 16 to 19 of this Policy book. These apply to every Business Car Section. If Your Policy is amended by any subsequent Endorsement, We will notify You in writing.

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

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

Definitions

Audio, Visual, Navigation and Communication Equipment

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

- A) Radio, cassette, compact disc or other audio equipment.
- B) Telephone or other communication equipment.
- C) Television or other visual entertainment equipment.
- D) Visual navigation equipment.

Accessories

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

Breakdown

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

British Isles

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

Certificate of Insurance

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

Your Certificate of Insurance:

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

Court of Summary Jurisdiction

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

Current List Price

The cost (including taxes and delivery) of

replacing the Motor Vehicle with a new vehicle of the same make and model as advertised by the manufacturer.

Defined organisation

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

Emergency Assistance

Emergency assistance provided by Our appointed recovery agent.

Endorsement

An amendment to Your Policy.

Excess

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

Immobilised

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

Legal Expenses

- A) Legal fees; and
- B) other expenses; reasonably and properly incurred by a Permitted User in connection with Legal Proceedings including:
 - (i) payments made by the Legal Representative on the Permitted User's behalf;
 - (ii) costs which the Permitted User is required to pay by the order of a court, tribunal, arbitrator or by agreement with Our Third Party service provider with whom We have an agreement.

Licence Holder

A person who:

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

Market value

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

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

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

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

Motor Vehicle

The vehicles shown:

- A) against Description of Vehicles in Your Certificate of Insurance and;
 - B) in Your Schedule;
- and in respect of which details have been notified to and accepted by Us, and including its spare parts, Accessories, windscreen and windows, but excluding any Trailer not specified in Your Schedule.

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

No Claims Discount

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

No Claims Discount Protection

Cover against loss of Your No Claims Discount

Period of Insurance

- A) The duration of Your Policy, as shown on Your Certificate of Insurance; and
- B) any following period, but only if We accept Your renewal premium.

Permitted Driver

Any person who:

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

Permitted user

- A) You.
- B) A Permitted Driver.
- C) Any passenger whom You or a Permitted Driver have authorised to be in the Motor Vehicle.

- D) Any person who is using but not driving the Motor Vehicle with Your permission.

Policy

The documents consisting of:

- A) Statement of Fact.
- B) This policy book.
- C) Your Schedule.
- D) Your Certificate of Insurance.
- E) Any Endorsements.

Replacement Vehicle

Any motor car 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 which describes:

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

Statement of Fact

The document which provides details of:

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

Territorial Limits

- A) The British Isles.
- B) Any member country of the European Union
- C) Liechtenstein, Norway, Croatia, Iceland, Switzerland and Andorra.
- D) Transit by water, rail or air within or between any of these territories provided this transit is by a commercial carrier and is not normally longer than 65 hours.

Terrorism

Acts of persons acting on behalf of or in connection with any or 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

- A) Theft.
- B) Attempted Theft.
- C) The taking away of the Motor Vehicle without Your consent or the Owner's consent.

Trailer

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

Vehicle Keys

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

We, Us, Our, Insurer

RSA Insurance plc

You, Your, Policyholder, Insured

Whoever is named as the Policyholder in:

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

Section 1 – Loss or Damage to the Motor Vehicle

A Comprehensive Cover

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

What We Cover

We cover loss of or damage to:

- A) the Motor Vehicle;
- B) a Trailer if specified in Your Schedule;
- C) the windscreen including windows of the Motor Vehicle.

Maximum Amounts For Which We Provide Cover

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

- A) the Market Value;
 - B) the amount specified in Your Schedule.
- Whichever is the lower of A) or B) shown above in respect of Audio, Visual, Navigation and Communication Equipment We provide cover up to:
- A) the Market Value for equipment fitted by the manufacturer as part of the vehicle's original specification at first registration; or
 - B) the amount shown in Your Schedule for equipment not fitted by the manufacturer as part of the vehicle's original specification at first registration.

Claim Settlement

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

The Motor Vehicle

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

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

B Cover for fire and Theft

This cover applies if Your Schedule shows that Third Party Fire and Theft cover is in force.

What We Cover

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

- A) the Motor Vehicle;
- B) a Trailer if specified in Your Schedule;
- C) the windscreen including windows of the Motor Vehicle.

Maximum Amounts For Which We Provide Cover

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

- A) the Market Value;
- B) the amount specified in Your Schedule whichever is the lower of A) or B) shown above.

Claim Settlement

See 'claim settlement' under Part A comprehensive cover of this Section.

C Extension of Cover

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

- A) Exclusions 1 and 2 of this section.
- B) Section 5 - 'Exclusions Which Apply to Your Whole Policy' Part B Use and Driving Which We Do Not Cover paragraphs A) and C).

D Recovery and Redelivery of the Motor Vehicle

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

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

E Hiring and other Agreements

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

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

We will pay:

- (i) the person; or

- (ii) the organisation;
- requiring payment under the terms of the agreement and their receipt of the payment will be a discharge of any claim under this section.

F New Car Cover

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

If 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.

We will contribute towards the replacement of the Motor Vehicle with a new car of the same make and model provided that:

- (i) the Motor Vehicle was purchased new by You and belongs to You or is supplied to You under a hire purchase agreement and;
- (ii) a new car of the same make and model is currently available for sale in the British Isles.

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

G Replacement Locks

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

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

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

Exclusions to Section 1

Exclusion 1 Young or Inexperienced Driver Excess

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

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

These Excesses will apply in addition to any Excess shown in the Schedule.

This Exclusion does not apply to loss or damage:

- 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.

Exclusion 2 Accidental Damage Excess

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

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

Exclusion 3 Windscreen and Windows Excess

In respect of each and every occurrence You must pay the Excess shown in Your Schedule in respect of:

- A) any claim which is solely for the replacement (but not repair) of glass in the Windscreen including windows of the Motor Vehicle;
- B) any claim for any repairs to the bodywork resulting from the breakage.

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

Exclusion 4 Theft Excess

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

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

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

Exclusion 5 Trailers

We do not provide cover for loss or damage to Trailers unless the Trailer is specified in Your Schedule.

Exclusion 6 Trailer Theft Excess

You must pay a £250 Excess in respect of any claim for loss or damage to a detached Trailer caused by Theft unless the loss or damage occurred as a result of the Trailer being taken from a locked garage or building.

Exclusion 7 General Exclusions

- A) We do not cover:
 - (i) Loss of value following repair.
 - (ii) Loss of use, depreciation, wear and tear or mechanical, electrical, electronic or computer failure breakdowns or breakages.
 - (iii) Damage to tyres caused by braking or by punctures, cuts or bursts.
 - (iv) Loss or damage due to the Theft or attempted Theft of the Motor Vehicle while it is unattended and unlocked with the Vehicle Keys in or on the vehicle.
 - (v) 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.
 - (vi) mobile telephones or other communication equipment not permanently fitted in nor designed solely for use in the Motor Vehicle.
- B) We do not cover loss by deception.

Section 2 – Liability to Third Parties

Sub-Section 1A Cover if You are Driving

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

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

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

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

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

Sub-Section 2 Cover for other People

We cover the following people for legal liabilities to others in the same way that We cover You under Sub-Section 1A Cover if You are Driving:

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

default or neglect of the Principal/Hirer his servant or agent;

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

Sub-Section 3 Cover for Employees' vehicles

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

We will not cover any liability:

- A) If there is any other insurance covering the same liability.
- B) For loss of or damage to the Motor Vehicle.

Sub-Section 4 Our Right to Recover Payment

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

- A) solely because of the requirements of any law and;
- B) which We would not have paid under the terms of Your Policy if that law had not required Us to make that payment, You will be obliged to repay to Us any such payment.

Extensions to Section 2

Towing

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

- A) One disabled mechanically-propelled vehicle.

- B) Any Trailer

Provided always that the Vehicle or Trailer being towed is not towed for reward.

We do not cover:

- A) Loss or damage to the towed vehicle or Trailer or property being conveyed by such vehicle or Trailer.
- B) The Motor Vehicle to which any Trailer is attached if it is drawing a greater number of Trailers than is permitted by law.

Exclusions to Section 2

We do not cover:

- A) The legal liability of any person who is driving unless that person is a Licence Holder.
- B) The legal liability of any person other than the Permitted Driver or attendant of the Motor Vehicle arising from loading or unloading beyond the limits of any carriageway or thoroughfare.
- C) the legal liability of any person:
 - (i) who is not driving but;
 - (ii) who is claiming cover;
 if that person knows that the driver is not a Licence Holder.
- D) The legal liability of any person other than You if that person is entitled to cover under any other insurance Policy.
- E) Loss of or damage:
 - (i) to the Motor Vehicle including any van which is being driven under the terms of Sub-Section 1A Cover if You are Driving, paragraph B);
 - (ii) to any property which is owned by or in the custody of the person who is making a claim under this section.
- F) Death of or bodily injury to any person arising out of 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.
- G) Any legal liability, except as required by any relevant road traffic legislation, which arises from the use of any car which We cover under this section while it is on any part of any commercial or military airport or airfield used for:
 - (i) the take-off, landing or movement of aircraft on the ground;
 - (ii) aircraft parking, including any associated service roads, refuelling areas, ground equipment parking areas, aprons, maintenance areas and hangars.
- H) Liabilities arising out of Trailers detached from the Motor Vehicle unless the Trailer is specified in Your Schedule.
- I) Liabilities arising out of an attached Trailer if

the Motor Vehicle is drawing a greater number of Trailers than is permitted by law.

- J) For liabilities arising out of the use of an unspecified Trailer as a tool - except as required by any relevant road traffic legislation.
- K) Any consequence of Terrorism except as required by any relevant road traffic legislation.

Section 3 – Other Clauses

A Rallies, Competitions and Trials

While the Motor Vehicle is used in any:

- A) rally; or
- B) competition; or
- C) motor trial;

We restrict cover to those legal liabilities for which insurance is compulsory under any relevant road traffic legislation and We provide no other cover under Your Policy.

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

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

B No ClaimS Discount

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

NCD at policy start date or previous renewal	NCD following a claim free year
5 or more years	5 or more years
4 years	5 years
3 years	4 years
2 years	3 years
1 year	2 years
Nil	1 year

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

NCD at policy start date or previous renewal	NCD following a claim or claims		
	One Claim	Two Claims	Three or more Claims
5 or more years	3 years	1 year	nil
4 years	2 years	nil	nil
3 years	1 year	nil	nil
2 years	nil	nil	nil
1 year	nil	nil	nil

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

- A) emergency treatment fees.
- B) Breakage of glass in the windscreen including windows where this is the only damage to the Motor Vehicle other than any scratching of bodywork resulting from the breakage.

C More Than one Motor Vehicle Insured
If We cover more than one Motor Vehicle under Your Policy then Part B No Claims Discount of this section applies separately to each Motor Vehicle.

D Emergency Treatment

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

E Cross Liabilities

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

F Personal Effects

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

We do not cover:

- (i) Money, stamps, tickets, documents or securities.
- (ii) Theft of any property carried in a cabriolet, convertible or open car unless kept in a locked boot or locked glove compartment.

G 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:

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

H Medical Expenses

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

I Personal Accident

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

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

The maximum amount We will pay in respect if any one incident will not exceed the amount shown in the Schedule.

We do not cover:

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

J Other Charges

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

Section 4 – Conditions Which Apply to Your Whole Policy

A Notification of a Claim

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

- A) Any incident which may give rise to a claim.
- B) Civil or criminal proceedings.

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

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

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

- (i) writs;
- (ii) summons;
- (iii) other legal documents;
- (iv) letters before action;
- (v) other correspondence.

You must not answer any correspondence without Our written consent.

We will not unreasonably withhold Our consent.

B Conduct of the Claim

You must give Us whatever information or assistance We reasonably request.

You must not:

- A) admit;
 - B) deny;
 - C) negotiate; or
 - D) promise to pay;
- any claim without Our written consent.

We will not unreasonably withhold Our Consent.

C Fraud

If any claim is in any respect fraudulent or if any fraudulent means or devices are used by You, any other Permitted User or anyone acting on Your or their behalf to obtain benefit under Your Policy, all benefits under Your Policy will be lost.

D Alteration in Risk

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

Material information would include:

- A) any special feature of the Motor Vehicle;
- B) any special use of the Motor Vehicle;

- C) the Motor Vehicle's location;
- D) the history of any driver;
- E) a health condition which affects any driver; 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.

Failure to disclose all material information may result in:

- (i) The wrong terms being quoted.
- (ii) A claim being rejected or reduced.
- (iii) Your Policy being invalid.

E Looking after Your Motor vehicle

You must take reasonable precautions to keep the Motor Vehicle in a roadworthy condition.

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

F Cancelling your Policy

You may cancel Your Policy by giving Us written instructions and returning Your current Certificate of Insurance to Us.

If You pay Your premium annually We will give You a full refund of premium for any unexpired period of cover, minus an administration fee, when We receive Your current Certificate of Insurance.

If You pay Your premium by instalments We will give You a full refund of premium for any unexpired period of cover, minus an administration fee, when We receive Your current Certificate of Insurance.

We may cancel Your 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 14 days after the date of Our letter;
- B) give You a refund of premium, minus an administration fee, for the unexpired period of cover.

You must return Your current Certificate of Insurance to Us if We cancel Your Policy.

G Non Payment /Consumer Credit Termination Clause

We reserve the right to terminate the Policy in the event that there is a default in instalment payments due under any linked loan agreement. You must return Your current Certificate of Insurance to Us if We cancel Your Policy.

H Other Insurance

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

I 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.

J Access to the Motor vehicle

We will have free access to examine the Motor Vehicle at all reasonable times.

K 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.

L Overnight garaging

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

- a) private garage; or
- b) building; or
- c) secure compound; or
- d) secure car park;

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

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

M Application limits

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

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

N Compliance with Policy Terms

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

Section 5 – Exclusions Which Apply to Your Whole Policy

A Changes or additions to the vehicle to be Insured

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

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

The Policyholder must return any obsolete certificate of motor insurance to the Insurers.

B Use and Driving Which We Do Not Cover

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

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

Paragraphs A), 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.

C Liability Which Results From Agreement

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

D Radioactive Contamination

We do not cover any:

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

E) any other loss;
which is directly or indirectly caused by or arising from or contributed to by:

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

E War Risks

We do not cover any:

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

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

- (i) war, invasion, act of foreign enemy or hostilities (whether war is declared or not);
- (ii) civil war, rebellion, revolution, insurrection or military or usurped power except so far as is necessary to meet the requirements of any relevant road traffic legislation.

F Riot and Civil Commotion

We do not cover any consequence of riot or civil commotion occurring in Northern Ireland. We do not apply this Exclusion to Section 2 - Liability to Third Parties'.

G Sonic Bangs

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

H Pollution

We do not cover:

- A) Death of any person.
- B) Bodily injury to any person.
- 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.

Section 6 – No Claims Discount Protection

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

Section 3 - Other Clauses, B No Claims Discount and C More Than One Vehicle Insured are replaced by the following:

A No Claims Discount Protection

If You have selected No Claims Discount Protection then Your No Claims Discount will remain at 4 or more years following up to two at fault claims in five consecutive Periods of Insurance.

Your No Claims Discount will be reduced as shown opposite following three or more claims in five consecutive Periods of Insurance.

Protected NCD at Policy start date or previous renewal	NCD after 3 or more claims in 5 consecutive Periods of Insurance		
	3 claims	4 claims	more than 4 claims
4 years	2 years	nil	nil
5 or more years	3 years	1 year	nil

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

- A) Emergency Treatment Fees.
- B) Breakage of glass in the windscreen including windows, where this is the only damage to the Motor Vehicle other than any scratching of bodywork resulting from the breakage.

B More Than one Motor Vehicle Insured
If We cover more than one Motor Vehicle under Your Policy then Part A No Claims Discount Protection of this section applies separately to each Motor Vehicle.

Section 7 – Legal Assistance Plan

Definitions

Acts of Parliament

All Acts of Parliament referred to in this section of the Policy shall be deemed to include any subsequent amendments or re-enactments thereof and equivalent legislation (if any) enforceable within the Territorial Limits.

Claim

Any claim made under this section of the Policy for any benefit provided by this section of the Policy.

Company

RSA Insurance plc.

Driver

The person driving the Vehicle whom is not disqualified from driving it and is covered by the Motor Insurance.

Event

Any Insured Incident or other event which produces a Claim or Claims.

Insured Incident

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

- A) loss of or damage to the 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 Vehicle; or
- C) death, illness or bodily injury to the Insured Person if the Insured Person is in or getting out of the Vehicle.

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

Insured Person

The Insured or anyone who has the Insured's permission to be the Driver or a Passenger.

Legal Expenses

Legal fees, costs and disbursements reasonably and properly due to or incurred by the insured, its employees or agents or the Legal Representative in connection with any Legal Proceedings Anything more than is allowed on the Standard Basis must be paid by the Insured Person.

Legal Proceedings

Civil action or arbitration proceedings and appeals within the Territorial Limits and arising from an Insured Incident.

Legal Representative

A solicitor or other suitably qualified person appointed to act for the Insured Person in accordance with the terms of this section of the Policy.

Limit of Indemnity

The maximum liability of the Company under this section of the Policy in respect of each of the following shall not exceed the amount specified in the Schedule.

Motor Insurance

The motor insurance Policy of which this section forms part.

Opponent's Costs

The Insured Person's opponent's legal costs which the Insured Person is liable to pay in any Legal Proceedings.

Passenger

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

Standard Basis

The basis for charging costs:

- A) in England and Wales under Rule 44.4 of the Civil Procedure Rules 1998; or
- B) in Scotland under Chapter 2 (in Ordinary Proceedings) or Chapter 4 (in Summary Cause Proceedings) of the Act of Sederunt (Fees of Solicitors in the Sheriff Court) (Amendment and Further Provisions) 1993; or
- C) in Northern Ireland under Order 62, Rule 12

of the Rules of the Supreme Court (Northern Ireland 1996); or the rules of the County Court (Northern Ireland) 1981 as amended.

Territorial limits

The full member states of the European Union the Channel Islands and the Isle of Man.

Vehicle

Any Motor Vehicle owned or hired by the Insured. Any caravan or Trailer is included when properly attached to the Vehicle.

We, Us, Our

A third party provider approved by RSA Insurance plc.

Cover

The Company will, at its sole expense upon receipt of the Claim of the Insured Person:

- A) Try to recover for the Insured Person any loss and costs arising from any Insured Incident for which another person may be legally liable but which is not covered by the Motor Insurance.
- B) Take, or defend or represent the Insured Person in, any reasonable legal proceedings (including making or defending an appeal) which are necessary because of any action under A) above These Legal Proceedings must take place within the Territorial Limits.
- C) Pay on the Insured Person's behalf the Insured Person's irrecoverable Legal Expenses and Opponent's Costs arising from any action under A) or B) above subject to the Limit of Indemnity and the terms, Conditions and Exclusions of this section.

Exclusions applicable to this Section

This section of the Policy does not cover:

- 1) Any Claim to which We have not given Our written consent.
- 2) Any Event which happens outside the Period of Insurance.
- 3) Any Claim where We are notified more than 180 days after the Event arose.
- 4) The defence of any civil Claim or Legal Proceedings made or brought against the Insured Person arising from or relating to any actual or alleged:

- i) bodily injury to, death or illness of any person;
 - ii) loss destruction or damage of or to any property including loss of use thereof.
- 5) Any Claim arising from:
 - i) the Insured Person's intentional wrongdoing; or
 - ii) an act or omission with reckless disregard as to its consequences.
 - 6) Anything which is covered by the Motor Insurance or any other insurance (or would be covered if this insurance did not exist) or which someone else must pay for.
 - 7) Any Claim where a reasonable estimate of the likely irrecoverable element of any Legal Expenses to be paid would exceed a realistic financial validation of the Insured Person's Claim.
 - 8) Any use of the Vehicle in any circumstance where the Driver is not entitled to indemnity under the Motor Insurance.
 - 9) Any Claim arising from the use of the Vehicle when:
 - i) the Vehicle is not in a good mechanical, roadworthy and safe condition; or
 - ii) the Vehicle does not meet all legal requirements for that use; or
 - iii) that use is not covered under the Motor Insurance.
 - 10) Any Claim arising from an Insured Incident for which the Driver or a Passenger may be legally liable because he or she was that Driver or Passenger.
 - 11) Any actions taken in constitutional, international or supranational courts or tribunals.

General Conditions

Notification of claims

The Insured Person shall provide Us with full details of every Event, as soon as reasonably possible and within 180 days of the Event. The Insured Person must contact the Company or Us.

We will contact the Insured Person at the most recent address provided to Us.

Consent

We shall have no liability under this section unless the Company has provided written consent of the Claim to the Insured Person. Consent will be given if the Insured Person can satisfy Us that:

- A) We have all the information that We need; and
- B) the Insured Person has correctly identified the third party; and
- C) it is reasonable for the Insured Person to pursue or defend their legal rights; and
- D) the Insured Person has a reasonable chance of success.

The decision to grant consent will take into account the opinion of the Insured Person's Legal Representative if any.

The Insured Person must cooperate fully in the pursuit of the Claim including any Legal Proceedings.

If a false Claim is made in any way, the Insured Person will not be entitled to any benefit under this section of the Policy for that Claim or for any other Claim which arises from the same Event.

Withdrawal of consent by the Company

We may withdraw consent of the Claim if:

- A) We consider that reasonable prospects of success no longer exist. However if the Insured Person decides to commence or continue a Claim for which We have denied support on the grounds of consent C) and D) above and is successful the Company will pay Legal Expenses as if We had given Our consent in the first instance; or
- B) the Insured Person acts wrongfully or unreasonably in dealing with anything to do with the Claim; or
- C) the Legal Representative stops dealing with the Claim for any reason; or
- D) the Insured Person becomes insolvent and is unlikely to receive and keep any worthwhile personal benefit by continuing with the action, even if it is successful, provided that the Company shall remain liable for such Legal Expenses including Opponent's Costs as have been incurred up

to the date of such withdrawal of consent.

Withdrawal by the Insured Person

If for any reason, the Insured Person withdraws from the Claim or stops the action without Our specific consent, the Insured Person must pay all Legal Expenses and Opponent's Costs incurred up to the date of such withdrawal including those the Company could reasonably consider obliged to pay as a consequence of such withdrawal.

Mitigation of Loss

The Insured Person must take all reasonable measures to avoid or minimise the risk or likelihood and the cost of Claims. This includes but is not limited to the Insured Person and any agent or Legal Representative of the Insured Person complying with any pre-action costs or other protocol that applies to any Claim or Legal Proceedings or taxation proceedings which form the basis of a Claim under this section of the Policy.

Arbitration

Any dispute between an Insured Person and the Company or Us in respect of this section of the Policy shall be referred to a single arbitrator who shall be either a solicitor or barrister agreed upon by both parties or failing agreement one who is nominated by the President of the appropriate Law Society or by the Bar Council or appropriate professional body within the Territorial Limits. All costs of the arbitration shall be met in full by the party against whom the decision is made. If the decision is not clearly made against either party the arbitrator shall have the power to apportion costs. If the decision is made in favour of the Company, the Insured Person's costs shall not be recoverable under this section of the Policy. This procedure does not prejudice any right of the Insured Person to have recourse to any other complaints procedure to which the Company subscribes or to the courts.

Conduct of Claim

1 Information

The Insured Person must provide Us, or the Legal Representative if any, as soon as is reasonably possible, all information, documents and

assistance relating to the Claim. We are entitled to obtain from the Insured Person's Legal Representative any information, document or advice relating to a Claim or Legal Proceedings whether or not privileged. On request the Insured Person will give any instructions necessary to ensure such access.

2 Nomination of the Legal Representative

Once an Insured Person has told Us that he/ she wants to make a Claim, We will look into the matter. We will attempt to achieve a fair settlement, using an external representative where We consider it necessary. If it is necessary for the Insured Person to nominate a Legal Representative the Insured Person will be asked to provide the name and address of the nominee. Alternatively, at the Insured Person's request, We may suggest a Legal Representative.

We may refuse to accept such a nomination. The Insured Person may then nominate an alternative Legal Representative subject to Our continued right of refusal. However any dispute arising from the nomination procedure shall be referred to Arbitration as stated in this section. In selecting the Legal Representative the Insured Person shall have regard to the common law duty to minimise the cost of any Claim or Legal Proceedings or taxation proceedings. In all cases the Legal Representative shall be appointed in the name of and on behalf of the Insured Person.

3 Offer of Settlement

The Insured Person must inform Us in writing as soon as an offer to settle an action or any offer of a payment into court is received.

The Insured Person must not discuss, accept or reject any offer without Our prior written consent. If the Insured Person discusses, unreasonably withholds agreement or rejects an offer We reserve the right to withdraw Our support.

If the Insured Person accepts an offer and this limits the Legal Expenses We are able to recover or makes the Insured Person liable for Opponent's Costs We may refuse to pay the irrecoverable legal expenses and Opponent's Costs which arise.

4 Payment of Legal Expenses

The Insured Person must not without Our written consent enter into any agreement with the Legal Representative as to the payment of Legal Expenses Our consent may be withdrawn at any time.

All bills relating to the Claim which the Insured Person receives from the Legal Representative should be forwarded to Us without delay. Bills must be certified by the Insured Person to the effect that the charges have been properly incurred or tell the Legal Representative to have that bill and any demand for Opponent's Costs officially confirmed as being charged on the Standard Basis.

The provision of indemnity for any Legal Expenses does not imply that all Legal Expenses will be paid. If in doubt We should be consulted.

5 Recovery of Costs and Expenses

The Insured Person, through the Legal Representative if applicable, shall be responsible for the repayment to the Company of any award of costs in favour of the Insured Person or any costs agreed to be paid to the Insured Person as part of any settlement.

When the total amount of Legal Expenses incurred is within the Limit of Indemnity the Insured Person and the Company will share any Legal Expenses that are recovered according to the proportion paid.

Where the total cost of the legal action exceeds the Limit of Indemnity the Insured Person and the Company shall have priority over any other parties with an interest in any costs recovered. The Insured Person and Company shall share such recovery according to the proportion paid subject to the Company's right of recovery being restricted to the Limit of Indemnity.

If You make a Claim which is false in any way, You will not be entitled to any benefit under this insurance for that Claim or for any other Claim You make which arises from the same event.

Complaints Procedure

Policyfast Limited take pride in providing a first class service to all Our Policyholders, however occasionally an enquiry or a complaint may arise, often as a result of misunderstanding, which will usually be resolved quickly and efficiently to Our Policyholders satisfaction.

If You have an enquiry or cause to make a complaint regarding Your Policy, You should firstly contact the Broker/Agent who arranged the insurance for You.

If they are unable to resolve the problem, please contact:

Operations Manager
Policyfast Limited
Unit 5, Vantage Park
Washingley Road
Huntingdon
PE29 6SR

If You are not satisfied with the way Your complaint has been dealt with, You may write to the Insurer at the following address:

Customer Relations Office
RSA Insurance plc
Bowling Mill
Dean Clough Industrial Park
Halifax
HX3 5WA

If after following the above procedure, Your complaint has not been resolved to Your satisfaction, You may have the right to refer the matter to the Financial Ombudsman Service at the following address:

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

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

Your rights as a customer to take legal action remain unaffected by the existence or use of any complaint procedures referred to above. However, the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

Financial Services Compensation Scheme

We are members of the Financial Services Compensation scheme. You may be entitled to compensation from this scheme if We cannot meet Our obligations, depending on the type of insurance and the circumstance of Your claim. Further information about the scheme is available from the FSCS website www.fscs.org.uk or write to Financial Services Compensation Scheme, 7th floor Lloyd Chambers, Portsoken Street, London E1 8BN.

RSA Insurance plc (No. 93792).
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