

**BUSINESS CAR
INSURANCE
EVERYTHING
EXPLAINED**

Policy Wording

MORE TH>N[®]
FOR BUSINESS

Thank you for choosing MORE TH>N BUSINESS

We understand the cost and time pressures you're under as a business, which is why we set up MORE TH>N BUSINESS, building on our many years' experience insuring all kinds of companies. You'll find our tailored insurance products and services are specially designed to meet your needs, make your life easier, and bring you great value for money.

With us, as you're dealing directly with the insurance company we don't charge any commission fees. And more importantly we make sure your dealings with us are as quick and simple as possible.

Did you know we're part of the RSA Group, formerly known as Royal & Sun Alliance Insurance Group. So you'll benefit from our 300 years' insurance experience and our expertise in business insurance, such as Business Continuity Management, Risk Management and complex Claims handling. We're proud of our past but we're also a forward-looking company. We are continually striving to improve the service and products we offer our customers.

Whatever your insurance needs, our UK-based customer service teams are here to manage all your insurance queries and respond to your questions directly. These teams of highly trained Customer Managers will give you information on which type of insurance could be right for you. They'll explain the benefits of each policy, and can provide insurance quotes on our wide range of insurance products.

Our landlord insurance is specially designed to protect the properties of both commercial and residential landlords. Just call our highly trained Customer Managers for expert guidance on any of these options.

And if you need to make a claim, you'll benefit from the same level of service from our Claims team. They will take care of everything for you, ensuring you are kept informed of progress and that the whole claims process is as smooth as possible.

You can take advantage of our helplines to get free tax advice and if things are getting on top of you, you may benefit from our stress counselling. If you need confidential support in either of these areas, let us know.

You'll find all the important contact information on the next page, in the meantime we'd like to welcome you to MORE TH>N BUSINESS.

Ready to help you 24 hours a day

Whatever the problem, whatever the question, we're here to help. For your convenience, we have a number of helplines to deal with everything from claims to change of address. Many of the helplines are open 24 hours a day, 365 days a year.

Customer Service Line 0330 102 4501

If your circumstances change and you need to update your cover or you have a query, just call the Customer Service line.

Lines open Monday to Friday 8am-8pm, Saturday 8am-4pm

24 hour Claims Helpline 0330 102 4088

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!

If your vehicle is in need of emergency repairs, following an insured incident call the 24 hour claims helpline number above and a vehicle recovery service will be there to help. The recovery service will transport you to your home or single destination, up to a maximum of 50 miles in the UK. They will also take your vehicle to one of our recommended repairers or garage of your choice.

If you are outside the UK and need to make a claim, please call +44 (0)330 102 4115 (open 24 hours)

24 hour Windscreen Replacement Service Helpline 0800 783 4695

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

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

Breakdown Assistance (if covered) 0800 316 1308

European Assistance (if covered) +44 (0)345 678 2787

24 hour Legal Assistance Helpline 01455 255 015

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

Calls may be recorded and monitored

Contents

- Business Car Policy Summary 5
- What you should do in the event of an accident or theft 13
- What our Claims Helpline and Recommended Repairers have to offer 14
- How to use the RSA windscreen repair/replacement service15
- How do you make your car more secure15
- What to do if you are taking your car abroad..... 16
- What to do if..... 16
- Other useful points17
- Have you thought about Legal Assistance Plan?.17
- Have you thought about Breakdown cover? 18
- Business Car Policy 20
- Definitions. 20
- Section 1 – Loss or Damage to the Motor Vehicle. 24
- Section 2 – Liability to Third Parties 27
- Section 3 – Other Clauses..... 30
- Section 4 – Conditions Which Apply to Your Whole Policy 32
- Section 5 – Exclusions Which Apply to Your Whole Policy 36
- Section 6 – No Claim Discount Protection 38
- Section 7 – Legal Assistance Plan 39
- Section 8 – Breakdown 44
- How we use your Information 50
- Complaints Procedure..... 54

BUSINESS CAR POLICY SUMMARY

Your MORE TH>N BUSINESS Business Car policy is an annual contract which may be renewed each year subject to your needs and our terms & conditions.

You can select either of the following covers to suit your needs:

- > Third Party, Fire and Theft: Third party liability protection for injury or damage you may cause to others and fire and theft cover for your car.
- > Comprehensive: Third party liability protection for injury or damage you may cause to others and accidental damage fire and theft cover for your car.

Full details of the covers you have chosen are shown in your Policy Schedule and Statement of Fact. These documents also detail the vehicles to be insured and persons allowed to drive.

The following tables provide a summary of the main policy benefits and our terms and conditions. For full policy details and our full terms and conditions please read your Policy Wording, which will be provided on completion of your contract, or at any time on request.

On receipt of your Policy Documentation, you will have 14 days to decide if you wish to cancel the policy – see “Your right to cancel the policy” for more information.

Table 1

STANDARD FEATURES AND BENEFITS

The following will automatically be included in your Policy, according to the cover you have selected:

Features and Benefits	Significant Exclusions or Limitations	Policy Section	Comprehensive	Third Party, Fire and Theft
THIRD PARTY LIABILITIES				
<ul style="list-style-type: none"> Offers protection against legal liabilities for injury to other persons (including passengers). Offers protection against legal liabilities for damage to other persons' property. 	A limit of £20,000,000 applies to each claim for damage to property.	2	✓	✓
COVER FOR DRIVING ABROAD				
Includes cover in EU member states plus Iceland, Liechtenstein, Norway, Serbia, Switzerland and Andorra.	<ul style="list-style-type: none"> You must tell us before you take your car abroad to any country not specified to ensure policy cover is provided. You may have to pay an additional premium. 	N/A	✓	✓
IN-CAR EQUIPMENT				
Includes audio, telephone, visual navigation and visual entertainment equipment.	This cover only applies to equipment that is permanently fitted or can only be used in your car.	1	✓	✓
FREE ACCIDENT RECOVERY SERVICE				
Includes the attendance of a recovery vehicle at the scene of the accident and the provision of a replacement car for 48 hours if your vehicle is immobilised or unroadworthy.	<ul style="list-style-type: none"> If your car is roadworthy you will not be entitled to a replacement car while repairs are being carried out. All drivers must be aged between 18 and 80 with a full licence. If the driver is under 21 then you must have comprehensive cover in order to make use of the replacement vehicle. 	N/A	✓	✓
FREE TEMPORARY HIRE CAR				
Is available while the car is being repaired by one of our Recommended Repairers, following damage covered by your policy. Cover is also provided for the temporary hire car.	We will only provide a Class A temporary hire car (for example, a small 3 door hatch back) following damage caused to your car which is covered by this policy.	1	✓	✗
WINDSCREEN REPAIR OR REPLACEMENT SERVICE				
Repairs or replacement without limit or loss of No Claims Discount.	You will be responsible for the repair and or replacement excesses as shown in your Schedule.	1	✓	✗

Table 1

STANDARD FEATURES AND BENEFITS (CONT.)

The following will automatically be included in your Policy, according to the cover you have selected:

Features and Benefits	Significant Exclusions or Limitations	Policy Section	Comprehensive	Third Party, Fire and Theft
NEW CAR COVER				
Up to £5,000 extra towards the cost of a new car if damaged or stolen.	Your car must be less than one year old and the cost of repairing the damage must be more than 60% of the current list price for the car.	1	✓	✗
REPAIRS				
Immediate repair authorisation and lifetime guarantee on all repairs.	Available only if the car is repaired by one of our Recommended Repairers.	1	✓	✗
PERSONAL ACCIDENT				
Provides a lump sum of £5,000 to the driver of your vehicle if they are killed or suffer loss of sight or limb(s) while in or getting in or out of your vehicle.	<ul style="list-style-type: none"> • Anyone claiming who has a higher level of alcohol or drugs than is permitted by law. • Any person over 74 years of age. 	3	✓	✗
REPLACEMENT LOCKS				
Up to £1,000 towards the cost of replacing lost or stolen keys including replacement locks, lock transmitter, recoding or replacing the alarm system.		1	✓	✓

Table 2

OPTIONAL BENEFITS

You may choose to include the following benefits in your policy:

Features and Benefits	Significant Exclusions or Limitations	Policy Section	Comprehensive	Third Party, Fire and Theft
NO CLAIM DISCOUNT PROTECTION				
We will only reduce your No Claims Discount if you have more than two claims over five consecutive periods of insurance.	<ul style="list-style-type: none"> You must have at least four years No Claims Discount. All drivers must be claim free over the last three years. Driving must be restricted to named drivers over 25 years of age. Maximum of six drivers. 	6	Optional	Optional
LEGAL ASSISTANCE PLAN				
Provides assistance with the recovery of any uninsured losses as a result of a car accident that's not your fault.	<ul style="list-style-type: none"> A maximum of £100,000 cover for legal costs and expenses. Any claim where there isn't reasonable prospects of success (defined as 51% or more). Any accident not reported to us within 180 days. 	7	Optional	Optional
BREAKDOWN COVER				
24 hour roadside assistance with a choice of cover to suit your individual circumstances: <ul style="list-style-type: none"> Roadside Assistance Recovery Homecall European Assistance 	<ul style="list-style-type: none"> Maximum 5 breakdowns within one period of insurance. Emergency assistance within one mile of your home – unless Homecall is selected. Any labour charges or cost of spare parts, fuel or vehicle keys. 	8	Optional	Optional

Table 3

GENERAL EXCLUSIONS AND CONDITIONS

The following apply to the policy as a whole regardless of the specific cover you have selected. For full details of these and other exclusions and limits, please read your Policy Wording.

Cover	What is not covered	Policy Section
TERRORISM		
	Excluded except as required by Road Traffic legislation.	2
LOSS OR DAMAGE TO YOUR CAR		
	The costs of wear and tear, loss of value, parts breaking down or failing.	1
THEFT OR ATTEMPTED THEFT		
You must also protect the vehicle against loss or damage due to theft or attempted theft by locking it and removing the keys if no one is in it.	Cover is excluded while the vehicle is unattended and unlocked with the ignition key in or on the vehicle.	1
USE OF THE CAR		
	Any car being used for a purpose not stated in the policy or being driven by a person not covered by the policy.	1, 2 & 3
Excesses and Limits		
	What applies <ul style="list-style-type: none"> Any excesses applicable to your policy are detailed in your Policy Wording and/or Schedule. These amounts must be paid in the event of each and every claim. Limits may apply to your policy, please refer to your Policy Schedule. 	1, 2 & 3

IMPORTANT INFORMATION

YOUR RIGHT TO CANCEL THE POLICY

If, having examined your policy you decide not to proceed with the insurance you have a statutory right to cancel the policy within 14 days, starting on the date you receive your policy documentation. To cancel, please write to the address or call the number shown on your Policy Schedule. On receipt of your notice and, where applicable, the return of your policy documentation, we will refund any premiums already paid, except when you have already made a claim under your policy.

CLAIMS

Should you wish to claim under the policy you should call our Claims Helpline on 0330 102 4088 as soon as possible. You must provide us with any information or help that we may reasonably ask for. You must not settle, reject, negotiate or agree to pay any claim without our written permission. Full details of how to claim are included in the Policy Wording.

COMPLAINTS

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. If you have cause for complaint you should initially contact the person who arranged the policy for you or the manager of MORE TH>N at the address shown on your quotation or schedule, as appropriate. In the unlikely event that they are unable to resolve your concerns, your complaint will be referred to our Customer Relations Team who will arrange for an investigation on behalf of our Chief Executive.

If they cannot resolve the matter to your satisfaction, they will provide you with our final response so that you can, if you wish, refer the matter to the Financial Ombudsman Service. This does not affect your right to take legal action.

MORE TH>N	FINANCIAL OMBUDSMAN SERVICE
Customer Relations Team P O Box 255 Wymondham NR18 8DP	Exchange Tower Harbour Exchange Square London E14 9SR

COMPENSATION



Royal & Sun Alliance Insurance plc is a member of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. You may be entitled to compensation if we cannot meet our obligations, depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS.

OTHER IMPORTANT INFORMATION

PREMIUM AND PAYMENTS

Premiums are inclusive of Insurance Premium Tax at the current rate.

You may pay for your policy annually or, for some policy contracts, by monthly instalments. Annual premiums may be paid by direct debit, or credit/debit card. Monthly instalments can only be paid by direct debit.

RENEWING YOUR POLICY

At least 21 days before each policy renewal date we will tell you the premium and terms and conditions that will apply for the following year. If you wish to change or cancel the cover you need to tell us before the renewal date.

If you pay by direct debit we will continue collecting premiums unless you notify us that you wish to cancel the policy. This will also apply for payments by credit/debit card, if you have previously given us permission. For other payment by credit/debit card, you must submit a further payment if you wish to renew the policy.

You will have 14 days to cancel the policy after the renewal date and receive a refund of any premiums paid, as described in "Your right to cancel the policy" above.

TERMINATION OF THE CONTRACT

You may cancel this policy by calling our Customer Service Centre. You may be entitled to a refund of premium as long as you have not made a claim during the current period of insurance. With effect from the cancellation date the certificate will no longer be valid and the vehicle will be removed from the Motor Insurance Database.

We may cancel this policy by giving you at least 14 days notice at your last known address. If we cancel the policy, we will refund any premiums already paid for the remainder of the current period of insurance.

LAW AND LANGUAGE APPLICABLE TO THE POLICY

Both you and we may choose the law which applies to this contract. However, unless you and we agree otherwise, the law which applies is the law applicable in the part of the United Kingdom, Channel Islands or the Isle of Man in which you live. Full details will be provided in your policy documentation.

The language used in this policy and any communications relating to it will be English.

FINANCIAL OR TRADE SANCTIONS

Royal & Sun Alliance Insurance plc is unable to provide insurance in circumstances where to do so would be in breach of any financial or trade sanctions imposed by the United Nations or any government, governmental or judicial body or regulatory agency. Full details will be provided in your policy documentation.

RSA

MORE THAN BUSINESS Business Car Insurance is underwritten by Royal & Sun Alliance Insurance plc, which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority as an insurance company and to undertake insurance mediation under Registration No. 202323. You can check this on the Financial Services Register by visiting the FCA's website www.fca.org.uk/register or by contacting the FCA on 0800 111 6768.

The Insurance Contract

THIS POLICY (AND THE SCHEDULE WHICH FORMS AN INTEGRAL PART OF THE POLICY) IS A LEGAL CONTRACT. IT NEEDS TO BE EXAMINED THOROUGHLY TO ENSURE IT MEETS YOUR REQUIREMENTS. IF IT DOES NOT PLEASE CONTACT US WITHOUT UNDUE DELAY.

THE INFORMATION WHICH THE INSURED HAS PROVIDED TO THE INSURER HAS BEEN TAKEN INTO ACCOUNT IN THE ASSESSMENT AND ACCEPTANCE OF THIS INSURANCE. ANY SUBSEQUENT CHANGES TO THIS INFORMATION NEED TO BE NOTIFIED TO THE INSURER AS SOON AS POSSIBLE. FAILURE TO DO SO MAY INVALIDATE THE POLICY OR RESULT IN CERTAIN COVERS NOT OPERATING FULLY.

Royal & Sun Alliance Insurance plc (herein called the Company) and the Insured agree that the Policy the Schedule (including any Schedule issued in substitution) and the Statement of Fact shall be considered one document and any word or expression to which is specific meaning has been attached shall bear such meaning wherever it appears

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

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 Emergency Helpline.
- 7) In other circumstances, phone our Claims Incident Control Unit 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 as soon as possible and phone ourselves.

What our Claims Helpline and Recommended Repairers have to offer

In an emergency...

If your car 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:

- FREE 24hr Emergency Helpline – 0330 102 4088
- FREE 24hr Accident Recovery Service (UK)
- Temporary Hire Car as standard

(N.B. A driver must be 18–80 years old if you have COMPREHENSIVE cover, or 21–80 years old if you have THIRD PARTY FIRE & THEFT or THIRD PARTY cover).

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

All you have to do is call 0330 102 4088 to register your claim. Outside office hours, your details will be fed through to our Claims Centre so you do not need to make another call.

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 unable to arrange transport, then our Service Provider will arrange overnight accommodation.

Our service provider usually arrives within an hour of initial contact.

Provided your vehicle is repairable, our service provider will take your vehicle to your nearest Recommended Repairer to be assessed.

A Replacement Vehicle will be arranged by our service provider.

If your car is damaged but roadworthy

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

If you use one of our recommended repairers we will:

- collect your damaged car free of charge
- commence the repair process as soon as your car arrives on the premises
- provide a lifetime guarantee on all repairs – safeguarding any existing warranty you may have.
- if repairable, fix your car, clean it inside and out, and deliver it back to you
- provide insurance for the temporary hire car provided whilst yours is being repaired.

Any temporary hire car 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 car.

We will not be able to provide a temporary hire car 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 or automatically insure any replacement car for you.

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

If your car is stolen or not fit to drive

To help keep your business on the road, we will arrange for you to have a Replacement Vehicle for 48 hours.

In the event of a claim, please call 0330 102 4088 to access our Recommended Repairers.

How to use the RSA windscreen replacement service

A shattered windscreen can be both inconvenient and expensive to replace. Therefore we have negotiated a priority service with our glass replacement service provider for customers who have chosen COMPREHENSIVE cover. A glass replacement service 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 and they will be on their way within minutes.

If your windscreen needs repairing or replacing you will be responsible for the windscreen repair or windscreen replacement excess as shown in your Schedule plus any VAT (if you are registered), all other costs will be charged direct to us.

Whether your windscreen is replaced or repaired it will not affect your hard-earned No Claim Discount.

Whether at the roadside or with our glass replacement service 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 provided 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 plus Iceland, Liechtenstein, Norway, Serbia, Switzerland and Andorra.

A charge will be made if you take your vehicle to any other countries not specified above – please contact us in these instances.

You should take with you your Certificate of Insurance, copy of your Policy and current Schedule.

In addition you should contact us 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) 330 102 4115 (24 Hours)

What to do if..

You change your car

If you change your car please notify ourselves 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 to enable us to make the necessary alteration.

You change your business address

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

Your health changes

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

Other circumstances change

As a condition of the policy, you should notify us of any changes which could influence our assessment of risk. Examples of such a change would be if you or any other named driver have been convicted of a motoring offence, a change in the use of your car, or any modification to the car itself. This is not an exhaustive list and should you be in any doubt please contact us.

Other useful points

How does no claim discount work

You earn No Claim Discount for each year of claim free driving, increasing annually up to a maximum of 5 years or more, which, gives you our 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 5 years No Claim Discount to 3 years and 2 at-fault claims will reduce your Discount to 1 year. See page 30 of this policy for full details.

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

What to do if you want to lay up your car

If you want to take your car off the road e.g. for repairs, then you should contact ourselves and we 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.

Have you thought about 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 provider, 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.

If you have not taken advantage of this valuable option you may wish to include the Legal Assistance Plan at renewal time.

Have you thought about Breakdown cover?

Breakdown is an optional cover available for Business Car

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
- You can choose to continue your journey by hire vehicle
- 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 0800 316 1315

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 car 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	✗	✗	✓	✓
Hire vehicle so you can continue your journey (A credit card may be required by the hire company)	✗	✗	✓	✓
Emergency overnight accommodation	✗	✗	✓	✓
Recovery of your car and passengers if the driver is declared medically unfit to drive during the journey	✗	✗	✓	✓
Cost of a standard-class rail ticket to collect your car 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 read Your Schedule for the limits of cover and benefits provided by Your Policy, and read this policy booklet for any Conditions and Exclusions that may apply.

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 32 to 38 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 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

Advanced Driver Assistance Systems (ADAS)

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

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

DVLA

Driver and Vehicle Licensing Agency

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 provider

Licence Holder

A person who:

- A) holds a licence to drive a Motor Vehicle or
- B) has previously held a licence to drive a 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 Claim Discount

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

No Claim Discount Protection

Cover against loss of Your No Claim Discount

Period of Insurance

- A) The duration of Your Policy, as shown on 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 and
- 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 information relevant to the cover which You have requested
- D) assumptions We have made. 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, Iceland, Switzerland, Serbia 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 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 immobilise

We, Us, Our, Insurer

Royal & Sun Alliance 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 shown in your Schedule.

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

Electric Vehicles

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

B Cover for fire and theft

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

What We Cover

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

- A) the Motor Vehicle
- B) 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.

See Section 6 for endorsements which apply to your policy

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

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

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

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

Sub-Section 2 Cover for Other People

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

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

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 coverif that person knows that the Permitted 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 car 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 No Claim Discount

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

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

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

NCD at Policy start date or previous renewal	NCD following a claim or claims		
	One claim	Two claims	Three or more claims
5 or more years	3 years	1 year	Nil
4 years	2 years	Nil	Nil
3 years	1 year	Nil	Nil
2 years	Nil	Nil	Nil
1 year	Nil	Nil	Nil
Nil	Nil	Nil	Nil

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

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

B More Than One Motor Vehicle Insured

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

C Emergency Treatment

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

D 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

E 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 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

F 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

G 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

H 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 of any one incident will not exceed the amount shown in the Schedule

Exclusions to I

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

I 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

1. The following conditions apply to every Section of Your Policy. Failure to comply with Your obligations as noted within these conditions where they are material or relevant to any loss may result in

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

A Provision of False Information

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

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

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

In these circumstances, **Our Right to Recover Payment** clause [Sub-Section 4 of Section 2 Liability to Third Parties] will apply and you may be required to repay to us any payment that we have been obliged to pay on your behalf.

B Alteration in Risk

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

This information would include:

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

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

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

C Licence Checking

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

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

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

D Notification of a Claim

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

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

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

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

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

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

You must not answer any correspondence without Our written consent

We will not unreasonably withhold Our consent

E Conduct of 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

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

F Fraudulent or Exaggerated Claims

If You, or someone on Your behalf, knowingly:

- makes a false claim;
- exaggerates the amount of a claim;
- provides Us with false or misleading declarations or statements to support a claim; or
- provides Us with any other false or invalid documents or relies on any fraudulent devices to support a claim

We may, at our option, either:

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

G Looking After the Motor Vehicle

You must keep the Motor Vehicle in a roadworthy condition

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

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

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

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

H Annual Premium Cancellation

You may cancel this policy by calling our Customer Service Centre.

If You pay Your premium annually We will give You a full refund of premium for any unexpired period of cover provided that no claim has been made during the current Period of Insurance nor any incident occurred that might give rise to a claim

We may cancel Your Policy if there is a failure to comply with the conditions of this Policy and if We do We will:

- A) write to You at Your last known address (and in the case of Northern Ireland to the Department of the Environment for Northern Ireland) confirming that all cover will cease 7 days after the date of Our letter
- B) give You a refund of premium for the unexpired period of cover provided that no claim has been made during the current Period of Insurance nor any incident occurred that might give rise to a claim

I Monthly Premium Cancellation

If You pay Your premium by instalments We will give You a full refund of premium for any unexpired period of cover provided that no claim has been made during the current Period of Insurance nor any incident occurred that might give rise to a claim. You should also instruct Your Bank or Building Society to cancel Your instalment arrangement.

We may cancel Your policy if there is a failure to comply with the conditions of this Policy and if We do We will:

- A) write to You at Your last known address (and in the case of Northern Ireland to the Department of the Environment for Northern Ireland) confirming that all cover will cease 7 days after the date of Our letter
- B) give You a refund of premium for the unexpired period of cover provided that no claim has been made during the current Period of Insurance nor any incident occurred that might give rise to a claim

J 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

K 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

L 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

M Access to the Motor Vehicle

We will have free access to examine the Motor Vehicle including the review and use of any information held by any Advanced Driver Assistance System in or on the 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

N Law Applicable Clause

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.

O 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 if

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

P Application of limits

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

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

Q 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

R Financial or Trade Sanctions

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

If any such prohibition or restriction takes effect during the Policy period We or You may cancel that part of this Policy which is prohibited or restricted with immediate effect by giving written notice to the other

at their last known address (or in the case of Northern Ireland We will write to the Department of the Environment for Northern Ireland)

If the whole or any part of the Policy is cancelled We will give You a full refund of premium for any unexpired period of cover We will do this only if You have not made a claim during the Period of Insurance

Section 5 – Exclusions Which Apply to Your Whole Policy

A Changes or additions to the vehicles to be Insured

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

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

B Use and Driving Which We Do Not Cover

We do not cover any claim under any Section of Your Policy occurring while a 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 An Agreement

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

D Radioactive Contamination

We do not cover any:

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

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

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

E War Risks

We do not cover any:

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

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

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

except 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 or
- C) damage to any property which is directly or indirectly caused by pollution or contamination unless this pollution or contamination is directly caused by an incident which occurs in its entirety at a specific time and place during the Period of Insurance and is:
 - (i) sudden
 - (ii) identifiable
 - (iii) unintended and
 - (iv) unexpected

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

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

I Driving under the influence of drink or drugs

We do not cover any loss of or damage to the Motor Vehicle, if, as the result of the incident, You or anyone insured under the Policy is convicted of driving whilst under the influence of alcohol or drugs. Our liability will be limited to the cover required under the Road Traffic Act and We will reserve the right to recover any amounts We are required to pay.

This does not apply to amounts paid or which We are required to pay under Section 7 - Legal Assistance Plan

J Rallies, competitions, de-restricted toll roads, trials and track use

We will not cover any claim if Your Motor Vehicle is used:

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

Section 6 – No Claim Discount Protection

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

Section 3 – ‘Other Clauses’, Part B No Claim Discount and Part C more than one vehicle insured are replaced by the following:

A No Claim Discount Protection

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

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

Your No Claim Discount will be reduced to the amounts shown below following three or more claims in five consecutive Periods of Insurance

Protected NCD at Policy start date or previous renewal	NCD after three or more claims in five consecutive periods of insurance		
	Three claims	Four claims	More than four claims
4 years	2 years	Nil	Nil
5 or more years	3 years	1 year	Nil

No Claim Discount Protection allows You to make one or more claims before your number of No Claim Discount years falls. Please see Our step-back procedures for details

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

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

B More Than One Motor Vehicle Insured

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

Section 7 – Legal Assistance Plan

This section is only applicable if Your Schedule shows that Legal Assistance Plan is in force
The words listed below have the following meanings in this section only.

DEFINITIONS

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 or 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 Sub section 1B cover for Legal Fees, Costs and Expenses.

Uninsured Losses

Bodily injury or death to You or other losses and expenses You have sustained as a result of a Motor Accident which was not Your fault and which are recoverable as damages and which are not otherwise paid for under Your Policy. Such claims may include accidental loss of or damage to 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

The Motor 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 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.

Cover which We provide under Section 7 –Legal Assistance Plan

A LEGAL EXPENSES TO RECOVER UNINSURED LOSSES

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.

(2) Claims subject to Fixed Cost rules

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

(3) All other claims for Uninsured Losses

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

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

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

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

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

B - Defence Costs For Road Traffic Proceedings

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

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

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

C - Legal Representation

You are free to appoint Your own Legal Representative.

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

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

What Is Not Covered Under A, B And C

1. Any claim in relation to any Motor Accident where You were at fault.
2. Anything which is already covered under Your Policy including claims brought by third parties against You in relation to any Motor Accident, whether You were at fault or not.
3. Any Legal Expenses in relation to claims which we do not believe have Reasonable Prospects or are not reasonable to pursue (as explained further at Condition B below).
4. Any shortfall between Your Legal Expenses and the costs recoverable, or that would reasonably be expected to be recoverable from another party, pursuant to the Civil Procedure Rules (or its Scottish or Northern Irish legal equivalent).
5. Legal Expenses if the claim is reported to Us more than 180 days after the Motor Accident.
6. Legal Expenses if the Motor Accident occurred before the start of cover under this section.
7. Legal Expenses incurred before We have accepted the claim in writing unless this has been agreed by Us.

8. Any Legal Expenses incurred and/or which You have been ordered to or agreed to pay as a result of delays or unreasonable behaviour by You or Your failure to accept or the late acceptance of any offer to settle, without Our permission.
9. Legal Expenses incurred because You have withdrawn from the Legal Proceedings without Our permission. We will be entitled to recover from You any amount We have paid or have to pay in respect of Your claim as a result of this withdrawal.
10. Legal Expenses payable as a result of any damages based agreement You have entered into without Our approval to the extent that Our liability would be increased by such agreement
11. Any claim arising from damage to 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. The legal costs and expenses of any appeal if You are unsuccessful in any Road Traffic Proceedings.
18. Legal Expenses for claims arising from defective repairs, mechanical breakdown or general maintenance of Your Vehicle.
19. Any costs incurred by You or Your Legal Representative in providing Us with any information or documentation under this Policy.

Legal Assistance Plan – Conditions

A. Control Of Claims

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

You must:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. Accounts And Level Of Expenses

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

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

D. Settling Early

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

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

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

E. Options To Reimburse

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

F. Conflict Of Interest

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

G. Dispute Resolution

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

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

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

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

Section 8 – Breakdown

This cover only applies if Your Schedule shows that Breakdown is in force and shows the level of Breakdown cover which applies.

A Roadside Assistance

The cover under this sub-section is limited to any Breakdown which happens within Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man and the Channel Islands

What We cover

- 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 Your Motor Vehicle running out of fuel
 - (iv) if Your Motor Vehicle is Immobilised as a result of a flat battery or flat tyre, or incorrect fuel being accidentally put in the Motor Vehicle
 - (v) if You accidentally lock Your Vehicle Keys in Your Motor Vehicle or if Your Motor Vehicle is Immobilised due to loss of or damage to Your Vehicle Keys When We provide Emergency Assistance for this service, We will ask You to provide suitable identification
- B After a Breakdown, if You ask, We will try to get a message to a person of Your choice as long as We can contact that person by phone or fax

Exclusions to A Roadside Assistance

We do not cover

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

B Recovery

What We cover

- 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) a hire vehicle for up to 24 hours (depending on what is available, the hire vehicle We provide will be of a similar class to Your Motor Vehicle, with an engine capacity of up to 2500cc); or
 - (ii) an alternative form of transport of our choice or
 - (iii) 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
- 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

Exclusions to B Recovery

We do not cover

- A) Emergency Assistance at or within one mile of Your home address or where Your Motor Vehicle is normally kept, except if C – Homecall also applies.
- B) Any costs for Motor Vehicle hire if the hire of a replacement Motor Vehicle has been refused by the hirer on its standard conditions

- C) Onward transportation of goods
- D) Recovery or onward transportation of Your Motor Vehicle:
 - i) which cannot be recovered by normal breakdown recovery vehicles OR
 - ii) which is carrying hazardous goods OR
 - iii) which is carrying livestock (except at the discretion of the recovery operative)

C Homecall

What We cover

- A) We will provide Emergency Assistance if:
 - (i) Your Motor Vehicle breaks down at or within one mile of Your home address, or where it is normally kept, for up to one hour to make Your Motor Vehicle roadworthy
 - (ii) Your Motor Vehicle cannot be made roadworthy, We will arrange for it to be taken to a repairer of Your Choice

Exclusions to C Homecall

We do not cover

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

D European Assistance

The cover provided under this sub-section 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, Slovak Republic, Slovenia, Spain, Sweden, Switzerland and Tunisia

What We cover

- 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 Your Motor Vehicle roadworthy or
 - (ii) If Your 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) a hire vehicle (depending on what is available, the hire vehicle We provide will be of a similar class to Your Motor Vehicle, with an engine capacity of up to 2500cc) The maximum amount We will pay for a hire vehicle will be £650, or
 - (ii) an alternative form of transport of our choice or
 - (iii) We will pay 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 the following:
- (i) the cost of transporting Your Motor Vehicle to Your home address or where Your 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 Your Motor Vehicle after repairs have been completed and drive it direct to Your home address or where Your 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
- (ii) if Your Motor Vehicle is Immobilised as a result of a flat battery or flat tyre, or incorrect fuel being accidentally put in Your Motor Vehicle or
- (iii) if You accidentally lock Your Vehicle Keys in Your Motor Vehicle or if Your 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 ask, 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 Your 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

Exclusions to D Europe Assistance

We do not cover

- A) Any costs of a Motor Vehicle hire if the hire of a replacement Motor Vehicle has been refused by the hirer on its standard conditions
- B) Onward transportation of goods
- C) Recovery or onward transportation of Your Motor Vehicle:
 - i) which cannot be recovered by normal breakdown recovery vehicles OR
 - ii) which is carrying hazardous goods OR
 - iii) which is carrying livestock (except at the discretion of the recovery operative)

E Exclusions to Section 8 Breakdown

We do not cover

- A) Any extra labour charges, the cost of spare parts and the cost of replacing fuel or Vehicle Keys
- B) The costs associated with draining or removing an inappropriate fuel or other fluid having been put in the Motor Vehicle

- C) Damage as a direct result of getting into Your Motor Vehicle after You have asked for Emergency Assistance
- D) Cover for an incident if You are entitled to claim for the same incident under another policy
- E) Any expenses which would have arisen in the normal course of the journey
- F) If Your Motor Vehicle has been partly or completely buried in mud, snow, sand or water
- G) Breakdown resulting from poor repair or attempted repair that was carried out during the journey without our agreement
- H) Any Breakdown which is the result of a deliberate act by You or any passenger
- I) Breakdown resulting from Your Motor Vehicle carrying more passengers, or towing a greater weight, than intended, or driving on unsuitable ground
- J) Breakdown of any Trailer
- K) Any liability or any other loss that arises directly or indirectly from providing Emergency Assistance
- L) Any extra hire vehicle charges, other than the rental charge, if We provide a hire vehicle
- M) Requests for Emergency Assistance resulting from not being able to get fuel or other supplies that are essential for Your Motor Vehicle to move, due to fuel or other supplies being scarce in the country in which You are driving
- N) If the Motor Vehicle is used for racing competitions, rallies or trials or in connection with the motor trade
- O) Loss of or damage to the contents of Your Motor Vehicle
- P) Any costs You have to pay for sea or river transit, unless claimed under the European Assistance Section
- Q) Any costs that We have not agreed to pay beforehand
- R) Any loss or damage caused by riot or civil commotion that happens outside England, Scotland, Wales, the Isle of Man or the Channel Islands
- S) Recovering Your Motor Vehicle if it is considered to be dangerous or illegal to load or transport
- T) Any storage charges You have to pay while Your Motor Vehicle is being repaired at a garage
- U) Requests for Emergency Assistance from anyone who is driving Your Motor Vehicle with Your permission who:
 - i) does not hold a current and valid UK driving licence, or
 - ii) not keeping to the conditions of their driving licence
- V) Any incident which results in Your Motor Vehicle being Immobilised which happened before the cover under this Section started
- W) 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
- X) More than five Breakdowns within one Period of Insurance

F Conditions Applicable to Section 8 – Breakdown

A) Condition of Your Vehicle

- A) You must replace any part of Your 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 Your 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 Your Motor Vehicle (including any Caravan or Trailer) at all times unless your Motor Vehicle was manufactured without the provision of a spare wheel
- D) Your Motor Vehicle must be covered by a valid MOT certificate

B) Requests for Emergency Assistance

- A) If You need Emergency Assistance, You must contact Us immediately 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 excessive

C) 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

D) Conditions of Vehicle Hire

- A) You will be responsible for collecting and returning the hire vehicle to the vehicle hirer
- B) The vehicle hirer's normal terms and conditions will apply This may mean that:
 - (i) they may refuse to hire a vehicle to anyone who is under 21 or over 70, has held a driving licence for less than one year, or has certain endorsements on their licence; or
 - (ii) they may need a deposit for the cost of fuel and to protect the vehicle hirer against the hire vehicle not being returned
 - (iii) the availability of hire vehicle hire is not guaranteed
 - (iv) We cannot guarantee to provide a hire vehicle to Your specification but We will try to provide an appropriate replacement hire vehicle

E) 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

F) 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

G) 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

H) Collecting the Vehicle Following a Repair

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

How we use your Information

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

Who are we?

We are Royal & Sun Alliance Insurance plc (RSA), we provide commercial and consumer insurance products and services under a number of brands, such as MoreThan. We also provide insurance services in partnership with other companies.

Why do we collect and use your personal information?

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

We need to use your information to create a quote for you, allowing you to buy insurance products from us. When buying a product from us, you'll also need to provide us with details about the items you wish to be covered by the insurance (e.g. car make and model, your home).

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

Once you become a customer, we'll need to take your payment details to set up your cover. This could be direct debit, credit or debit card information. To service your policy, we might contact you via our website, emails, telephone calls or post. When using these services we might record additional information, such as passwords, online identifiers and call recordings.

For some of our products, we may collect information through smart sensors to assess your insurance needs (e.g. a black box installed in your vehicle when you buy a telematics driving product, which collects and uses geo-location and driving behaviour data).

If you need to claim against your insurance policy, we will need to collect information about the incident and this may be shared with other selected companies to help process the claim. If other people are involved in the incident, we may also need to collect additional information about them which can include special categories of personal data (e.g. injury and health data).

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

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

- **Performance of contract:** We need to use your personal information in order to provide you with the policy (which is a contract of insurance between you and us), and perform our obligations under it (such as making payments to you in respect of a claim made under the policy).
- **Consent:** In certain circumstances, we may need your consent unless authorised by law in order to use personal information about you which is classed as "special categories of personal data". For marketing, you will always be given a choice over the use of your data.
- **Necessity to establish, exercise or defend legal claim:** If you, or we, bring a legal claim (e.g. a court action) against the other, we may use your information in either establishing our position, or defending ourselves in relation to that legal claim.

- **Compliance with a legal obligation:** Where laws or regulations may require us to use your personal information in certain ways.
- **Legitimate Interests:** We will also process your personal information where this processing is in our "legitimate interests". When relying on this condition, we are required to carry out a balancing test of our interests in using your personal information (for example, carrying out market research), against the interests you have as a citizen and the rights you have under data protection laws. The outcome of this balancing test will determine whether we can use your personal information in the ways described in this Privacy Notice. We will always act reasonably and give full and proper consideration to your interests in carrying out this balancing test.

Where else do we collect information about you?

Where possible, we'll collect your personal information directly from you. However, on occasion we may receive details about you from other people or companies. For example, this might happen if:

- It was given to us by someone who applied for an insurance product on your behalf (e.g. an insurance broker, a family member) where you have given them the permission to do so; or
- It was supplied to us when you purchased an insurance product or service that is provided by us in partnership with other companies; or
- It was lawfully collected from other sources (e.g. Motor Insurance Database, Claims and Underwriting Exchange or fraud prevention databases) to validate the information you have provided to us.

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

Will we share your personal information with anyone else?

We do not disclose your information outside of RSA except:

- Where we need to check the information you gave to us before we can offer you an insurance product (e.g. reference agencies);
- Where we are required or permitted to do so by law or relevant regulatory authority (e.g. financial crime screening, fraud detection/prevention);
- Where we provide insurance services in partnership with other companies (e.g. building societies, large retailers);
- In the event that we are bought or we sell any business or assets, in which case we will disclose your personal information to the prospective buyer of such business or assets;
- As required to enforce or apply this Privacy Notice, or the contract of insurance itself;
- Within our group for administrative purposes;
- As required in order to give effect to contractual arrangements we have in place with any insurance broker and/or intermediary through which you have arranged this policy;
- With healthcare providers in the context of any relevant claim being made against your policy;
- If we appoint a third party to process and settle claims under the policy on our behalf, in which case we will make your personal information available to them for the purposes of processing and settling such claims;
- With our third party service providers (including hosting/storage providers, research agencies, technology suppliers etc.);
- With our reinsurers (and brokers of reinsurers) in connection with the normal operation of our business;

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

Which decisions made about you will be automated?

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

- **Pricing and Underwriting** – this process calculates the insurance risks based on the information that you have supplied. This will be used to calculate the premium you will have to pay.
- **Credit Referencing** – using the information given, calculations are performed to evaluate your credit rating. This rating will help us to evaluate your ability to pay for the quoted products and services.
- **Smart Sensor Data Analytics** – an insurance product that collects your information using smart sensors (e.g. in car black box) to calculate your insurance risk (e.g. driving score). This may then be used to determine your policy rewards (e.g. cash back for safe driving) and to calculate your policy renewal premium.
- **Automated Claims** – some small claims may qualify for automated processing, which will check the information you provide, resulting in a settlement or rejection of your claim.

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

For how long will we keep your information?

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

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

Will you be contacted for marketing purposes?

If you have agreed, we might contact you by post, email, phone and text message to let you know about offers and services we think you'll like. The messages may be personalised using information you have previously provided us.

You can ask us to stop contacting you for marketing purposes at any point.

We will only contact you for marketing purposes if we collected your information directly, except when authorised and instructed by the third-party acting on your behalf.

We may use the information which we collect about you to show you relevant advertising on third-party websites (e.g. Facebook, and Google). This could involve showing you an advertising message where through the use of cookies, we know you have browsed our products and services. If you don't want to be shown targeted advertising messages from us, you can change the advertising setting on some third-party sites and some browsers to block our adverts.

Your information is incorrect what should you do?

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

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

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

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

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

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

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

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

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

Our Privacy Notice

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

How you can contact us about this Privacy Notice?

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

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

You may also email us at crt.halifax@uk.rsagroup.com.

How you can lodge a complaint?

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

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

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

Complaints Procedure

OUR COMMITMENT TO CUSTOMER SERVICE

At MORE THAN 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: MORE TH>N
Customer Relations Team
P O Box 255
Wymondham
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. The Financial Ombudsman Service is an independent body that arbitrates on complaints. They can be contacted at:

Post: Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London E14 9SR

Telephone: 08000 234 567 (for landline users)

0300 1239 123 (for mobile users)

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 Financial Ombudsman Service. This does not affect your right to take legal action, however, the Financial Ombudsman Service 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.

CALL MORE TH>N BUSINESS FOR SAVINGS ON ALL OUR OTHER INSURANCE PRODUCTS –

BUSINESS CAR	0330 102 4519
LANDLORDS	0330 102 4519
OFFICE	0330 102 4508
SHOP	0330 102 4508
HOTEL	0330 102 4508
PUBLIC LIABILITY	0330 102 4508
HAIR & BEAUTY	0330 102 4508
CLUBS	0330 102 4508

WE ALSO PROVIDE PERSONAL INSURANCE:

HOME	0330 100 7822
CAR	0330 100 7823
PET	0330 100 7824

www.morethanbusiness.com

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FOR BUSINESS

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R02724L (05-18)