CAR INSURANCE EVERYTHING EXPLAINED
WELCOME TO MORE TH>N CAR INSURANCE

Thank you for choosing MORE TH>N to protect you and your car.

This booklet is intended to help you check your cover and to reassure you that MORE TH>N will give you the protection you need for the year ahead. First of all, to help you understand your car insurance policy we want to make you aware of the following:

- Legally we need to make sure you’re aware that the information you’ve given us is part of your insurance contract with us. Your policy wording, Schedule and Certificate of Motor Insurance are evidence of that contract, so please read them carefully to ensure that the cover is exactly what you need, and keep them in a safe place for future reference.
- It is important that you tell us as soon as possible of any changes to the information that you have provided us. If you do not, your policy may become invalid.

Insuring your car with us means more than just great value cover. We go the extra mile to give you the best service too. Of course we hope you don’t ever need to make a claim. But, if you do, you’ll benefit from a dedicated 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. They are available 24 hours a day in case of emergency and recovery.

In case of an accident or theft your policy wording also explains what you should do. It provides useful phone numbers on the back cover for quick reference, should you need to get in touch with us. In addition, you can go online and print off a copy of our 'Accident Guide' at morethan.com (click on 'Car' then 'Make a claim'). It has really helpful information on what to do in the event of an accident and what information to record at the scene.

For customers who prefer to manage their policy online, we offer online servicing. For more details about this free service, including how to register, please read your ‘Handy guide’ booklet or visit morethan.com. You’ll be able to make a number of changes to your policy anytime you want and you can manage your renewal payment online too.

Finally, to help you understand everything you need to know about the protection your policy offers, and the extent of your cover, you’ll see these headings appearing on many of the pages throughout this booklet and it is important that you read both sides.

### WHAT IS COVERED

These sections give detailed information on the insurance provided and you need to read it with 'What is not covered' at all times.

### WHAT IS NOT COVERED

These sections will make it clear what’s not included in the scope of your policy.

Once again we welcome you to MORE TH>N and wish you a hassle-free year of motoring.
YOUR CAR INSURANCE POLICY

This is your MORE THAN car insurance policy booklet.

The information you provided, eligibility criteria and declaration you agreed to, along with this policy booklet, your Schedule and your Certificate of Motor Insurance are all part of your policy. Please read them all to avoid any misunderstandings.

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

• part of your application for this insurance; or
• any further changes you ask for under this policy;
you falsely represent or fail to fully and accurately disclose, the answers to the requested information.

For example, this could include:

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

THIS IS NOT A FULL LIST. YOUR SCHEDULE CONTAINS ALL OF THE INFORMATION WE NEED TO DETERMINE YOUR ELIGIBILITY FOR THIS POLICY AND HOW MUCH YOUR PREMIUM SHOULD BE. YOU MUST CONTACT US IF ANYTHING ON YOUR SCHEDULE CHANGES.

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

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

We hope you are happy with your policy. If you are not, please advise us within 14 days of the date you received your policy documents. We will then give you back your money provided there have been no claims under this policy. For full details please see the cancellation section of the policy Schedule. Any refund of premium will be subject to the administration charges shown on your Schedule.
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POLICY DEFINITIONS

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

**Accessories**

Accessories are defined as:

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

**Advanced Driver Assistance Systems (ADAS)**

Electronic aids fitted to your car capable of assisting the drivers’ control of your car making driving easier and safer.

**British Isles**

The British Isles are:

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

**Certificate of Motor Insurance**

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

**Driver**

Anyone who is shown on your Certificate of Motor Insurance as being entitled to drive your car and who has your permission to drive it.

**Family**

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

**Excess**

The amounts shown in your Schedule which you must pay when you make a claim which is covered by your policy.

**Key(s)**

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

**Temporary hire car**

Any car supplied to you under an agreement between us and one of our temporary hire car suppliers.

**Market value**

The cost of replacing your car with a car of the same make, model, specification, mileage and age, in the same condition as your car was immediately before the loss or damage you are claiming for.

**No Claim Bonus**

A discount from your premium in return for you not making a claim.

**Period of insurance**

The length of time for which your policy runs as specified in your Schedule.

**Policy**

Your policy is made up of:

- the record of information that you have provided to us;
- this policy booklet;
- your Schedule; and
- your Certificate of Motor Insurance.

**Schedule**

The document which describes:

- you;
- any other driver; and
- any special details of your policy such as excesses, policy limits or special terms and conditions.

**Territorial limits**

These are:

- the British Isles;
- any country which is a member of the European Union; and
- any other country which meets the motor insurance Directives of, and is approved by, the European Commission.
- journeys by water, rail or air between or within any of these countries, as long as:
- your car is transported by a commercial carrier; and
- if transport is by water, the route taken does not last more than 65 hours under normal circumstances.

**Terrorism**

Terrorism shall mean an act of any person acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of H.M. government in the United Kingdom or any legitimate government whether or not legally established.

However this definition will only apply in respect of cover provided in excess of the minimum Road Traffic Act requirements or as required under local legislation.

**Total loss**

Where the car cannot be repaired due to the nature of the damage or where the cost of the repair and residual value of the salvage is greater than the cost of replacing the car with a similar one in the same pre-accident condition.

**Trailer**

Means a trailer, which is built to be towed by a car.

**We, us, our**

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

**You, your**

The person named as the policyholder in:

- your Certificate of Motor Insurance; and
- your Schedule.

**Your car**

The car:

- whose details have been reported to and accepted by us; and
- whose registration number is shown in your Certificate of Motor Insurance and your Schedule.
- a trailer if your Schedule shows that you have cover for a trailer. The trailer will be covered whether or not it is attached to your car.

**Your partner**

The partner, husband or wife of the policyholder living at the same address as the policyholder. This does not include business partners or associates.
SECTION 1 – YOUR LEGAL RESPONSIBILITY TO THIRD PARTIES

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

WHAT IS COVERED

A. Your cover while driving or using your car
   This policy covers you for the cost of any claims if you are legally responsible for:
   • causing injury to or the death of anyone; or
   • the damage you cause to another person’s property, including damage caused by a trailer attached to your car (we will pay up to £20,000,000, including legal costs, for any claim or claims arising from one incident).

B. Your cover while driving any other car
   This policy covers you for the cost of any claims if you are legally responsible for:
   • causing injury to or the death of anyone; or
   • the damage you cause to another person’s property (we will pay up to £20,000,000, including legal costs, for any claim or claims arising from one incident).

You are covered while driving any other car only if all the following apply:
   • your Certificate of Motor Insurance shows you have this cover;
   • you are driving with the owner’s permission;
   • you are not entitled to make a claim for the damage under any other policy of insurance;
   • the car is not owned by (or hired under a hire purchase agreement by or leased to) you or your partner;
   • the car is being driven in Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man or the Channel Islands.

C. Cover for other people
   This policy also covers the following people while using your car against their legal responsibility to pay for causing injury to or the death of anyone or damaging another person’s property (we will pay up to £20,000,000, including legal costs, for any claim or claims arising from one incident):
   • any person, while driving your car with your permission, who is insured by this policy;
   • any passenger travelling in, or getting into or out of, your car;
   • any employer or a person detailed on your Certificate of Motor Insurance who is driving your car with your permission provided that the purpose for which your car is used is allowed by your Certificate of Motor Insurance;
   • the legal representatives of any person who dies and who would have been covered under this section.

D. Cover for legal costs and expenses
   We cover you and those people in Section 1 – for the following for any incident which might involve legal liability under your policy.
   • the costs of defence against a charge of manslaughter or causing death by dangerous driving. You must have our written permission before agreeing to these costs;
   • solicitors’ fees at a coroner’s inquest, fatal inquiry or magistrates’ court. You must have our written permission before agreeing to these costs;
   • other legal fees, costs and expenses which we have agreed to in writing.

E. Cover abroad
   We provide the minimum cover required by law to allow you to use your car in any of the following countries:
   • any country which is a member of the European Union;
   • any other country which meets the motor insurance Directives of, and which is approved by, the European Commission.
   We will not be able to provide a temporary hire car if you are involved in an incident whilst abroad.

F. Emergency treatment fees
   We will pay the cost of any emergency medical treatment required under road traffic laws. If we pay emergency treatment fees, this will not affect your No Claim Bonus.

WHAT IS NOT COVERED

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

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

WHAT IS COVERED

A. Loss and damage
We cover loss of or damage to:
• your car;
• accessories and spare parts which are fitted into or onto your car or kept in your private garage.
• a trailer (if your Schedule shows that you have this cover).

B. New car replacement
If you buy your car new and within 12 months it is:
• stolen and not recovered; or
• damaged and the repair cost is more than 60% of its current new list price including VAT (where appropriate);
We may replace it with a new car of the same UK specification.

C. Recovery and redelivery
As well as paying for loss or damage to your car, we will also pay costs for the following:
• If your car cannot be driven due to the loss or damage, removing it and taking it to one of our Recommended Repairers or the nearest suitable repairer. We may take your car to a safe place of storage while awaiting repair or disposal.
• After your car is repaired we will deliver it to you at your address as long as it is in Great Britain.

D. Provision of onward travel following an insured incident
We will provide onward transportation of our choice for you and your passengers to either your home or destination.

WHAT IS NOT COVERED

1. Any excess shown under ‘Accidental damage excess’ in your Schedule for any loss or damage to your car. This excess will not apply to loss or damage caused by fire, theft and attempted theft.

2. Any additional excess shown in your Schedule for young or inexperienced drivers for any loss or damage while your car is being driven by them or in their care. This excess will not apply when your car is in the care of:
• a garage or similar motor trade organisation for servicing or repair;
• or a hotel or restaurant for the purpose of parking.

3. Any excess shown under ‘Fire’ or ‘Theft excess’ in your Schedule for any loss or damage to your car which is caused by fire, theft or attempted theft. These excesses will not apply if your car is in your locked private garage at the time of the fire, theft or attempted theft.

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

10. Any loss or damage to your car as a result of theft or attempted theft if:
• your car is unlocked; or
• your car windows are open; or
• your car sun roof is left open or unlocked; or
• your car removable roof panel is not attached and locked
• your car convertible roof or hood is not secured and locked; or
• your car has been left unattended and unlocked with the car keys in or on the vehicle.

11. Loss or damage caused by deception.

12. Any excess shown against ‘Accidental damage’ beneath the heading ‘Total excesses applying’ in your schedule for any loss or damage to your car. This excess will not apply to loss or damage if your car is involved in an Incident that is caused by an identified uninsured driver.

13. Accidental loss or damage to key(s).
SECTION 3 – FIRE AND THEFT TO YOUR CAR
This section only applies if it is listed in your Schedule.

WHAT IS COVERED

A. Loss
We cover loss or damage caused by fire, lightning, explosion, theft or attempted theft to:
• your car; and
• accessories and spare parts which are fitted into or onto your car or kept in your private garage.
• a trailer (if your Schedule shows that you have this cover).

B. New car replacement
If you buy your car new and within 12 months it is:
• stolen and not recovered; or
• damaged and the repair cost is more than 60% of its current new list price including VAT (where appropriate);
We may replace it with a new car of the same UK specification.

C. Recovery and redelivery
As well as paying for loss or damage to your car, we will also pay costs for the following:
• if your car cannot be driven due to the loss or damage, removing it and taking it to one of our Recommended Repairers or the nearest suitable repairer. We may take your car to a safe place of storage while awaiting repair or disposal;
• after your car is repaired we will deliver it to you at your address as long as it is in Great Britain.

D. Provision of onward travel following an insured incident
We will provide onward transportation of our choice for you and your passengers to either your home or destination.

WHAT IS NOT COVERED

1. Any excess shown under ‘Fire’ or ‘Theft excess’ in your Schedule for any loss or damage to your car which is caused by fire, theft or attempted theft. These excesses will not apply if your car is in your locked private garage at the time of the fire, theft or attempted theft.
2. Loss of value.
3. Wear and tear.
4. Loss of use.
5. Loss or damage to a part that breaks or fails and any resulting loss or damage caused to any other parts.
6. Damage to tyres caused by punctures, cuts or bursts.
7. Loss or damage resulting from your car being taken, without your permission, by:
• your partner;
• your boyfriend or girlfriend;
• your children (including step and foster children);
• domestic staff in your employ;
• anyone who normally lives with you;
• or a member of your Family.
8. Any loss or damage to your car as a result of theft or attempted theft if:
• your car is unlocked; or
• your car windows are open; or
• your car sun roof is left open or unlocked; or
• your car removable roof panel is not attached and locked; or
• your car convertible roof or hood is not secured and locked; or
• your car has been left unattended and unlocked with the car keys in or on the vehicle.
9. Loss or damage caused by deception.
10. Accidental loss or damage to key(s).

HOW WE WILL SETTLE A CLAIM UNDER SECTIONS 2 AND 3.

A. THE MAXIMUM AMOUNTS WE WILL COVER
1. We will provide cover for your car, either;
   a) up to the market value; or
   b) the cost of a replacement new car (Sections 2B and 3B).
2. Provide cover for any child safety seats which are fitted to your car at the time of an incident, even if there is no apparent damage.
3. For emergency accommodation – up to the amount shown as ‘Overnight accommodation’ on your Schedule.
4. For any trailer – up to the market value.

B. HOW WE WILL SETTLE YOUR CLAIM
If the loss or damage is covered under your policy, we will settle your claim as explained below.

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

Should we choose to pay the market value or purchase a replacement new car, your car will become our property.

C. HIRING AND OTHER AGREEMENTS
If we know you are paying for your car by hire purchase or under a leasing agreement then we will do either of the following:

SECTION 4 - A. NO CLAIM BONUS
This section only applies if it is listed in your Schedule.

| Earned No Claim Bonus you are entitled to at the start of your policy or when it was renewed last year | Earned No Claim Bonus applicable at next renewal if claims made during the period of insurance |
|---|---|---|
| New No Claim Bonus | One Claim | Two Claims | Three or more Claims |
| 5 to 9 years | 3 years | 1 year | Zero |
| 4 years | 2 years | Zero | Zero |
| 3 years | 1 year | Zero | Zero |
| 2 years | Zero | Zero | Zero |
| 1 year | Zero | Zero | Zero |
| Zero | Zero | Zero | Zero |

HOW YOUR NO CLAIM BONUS WORKS
You earn No Claim Bonus for each year of cover during which you do not claim. The bonus increases each year up to the maximum shown below. Any claims, if you are 'at fault' (or we cannot recover full losses from another person’s insurer) will reduce your No Claim Bonus in line with the scale shown at the bottom of the previous page.

You cannot transfer your No Claim Bonus to anyone else.

Claims for the following will not affect your No Claim Bonus:
1. Fees for emergency treatment under Section 1 -

B. NO CLAIM BONUS PROTECTION
This section only applies if listed in your Schedule.

No Claim Bonus Protection does not protect the overall price of your insurance policy. The price of your insurance policy may increase following an accident even if you were not at fault.

If you have No Claim Bonus protection, the following will apply:
· we will not reduce your No Claim Bonus entitlement if a claim or claims are made under the policy;
· we will not cancel your policy as a result of the number of claims made under the policy.

The following also apply:
1. Your No Claim Bonus protection may end if any change to your policy means that we are no longer able to cover you, such as changing your car for one we will not insure or using your car for a purpose we will not cover.
2. Your No Claim Bonus protection will end if the policy runs out or is cancelled under the terms.
3. Your premium may change if we are told about a change to your policy or when you renew the policy because we have increased premiums generally, or because you have made a claim.

SECTION 5 – FOREIGN USE EXTENSION
This section only applies if it is listed in your Schedule.

FOREIGN USE EXTENSION
If you contact us and pay an extra premium, we will give you a Foreign Use Extension.

This will extend the cover you have under Section 2 – Loss and damage to your car and Section 3 – Fire and theft to your car in the British Isles to those countries covered by the Foreign Use Extension for the time your car is in, or is being transported to or from, those countries.

We will not be able to provide a temporary hire car if you are involved in an incident whilst abroad.
SECTION 6 – LEGAL ASSISTANCE PLAN

DEFINITIONS

This section only applies if it is listed in your Schedule. The words listed below have the following meanings in this section only.

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

Legal Proceedings
- Civil proceedings arising out of the use of your car by you following a Motor Accident within the British Isles.

Legal Representative
- The solicitor or other suitably qualified person of a firm appointed by you to act on your behalf in respect of a Motor Accident.

Motor Accident
- An incident which happens when you are using your car during the Period of Insurance and within the British Isles 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 car within the British Isles in relation to a Motor Accident (other than those which are already provided for under Section 1 Part B, D Legal Costs).

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 car, or property whilst it is in, or attached to, your car and/or loss of use of your car.

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 car according to the Schedule and any passenger in your car, as long as any passenger making a claim has your permission to make such a claim.

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

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).
WHAT IS COVERED (CONT)

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 up to the limit shown in relations to Legal Assistance Plan in your Policy Schedule.

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

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 Legal Assistance Plan 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. Anything which is already covered under your Policy including claims brought by third parties against you in relation to any Motor Accident, whether you were at fault or not.
2. Any Legal Expenses in relation to claims which we do not believe have Reasonable Prospects or are not reasonable to pursue (as explained further at Condition B below).
3. Any shortfall between your Legal Expenses and the costs recoverable, or that would reasonably be expected to be recoverable from another party, pursuant to the Civil Procedure Rules (or its Scottish or Northern Irish legal equivalent).
4. Legal Expenses if the claim is reported to us more than 180 days after the Motor Accident.
5. Legal Expenses if the Motor Accident occurred before the start of cover under this section.
6. Legal Expenses incurred before we have accepted the claim in writing unless this has been agreed by us.
7. Any Legal Expenses incurred and/or which you have been ordered to or agreed to pay as a result of delays or unreasonable behaviour by you or your failure to accept or the late acceptance of any offer to settle, without our permission.
8. 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.
9. Legal Expenses payable as a result of any damages based agreement you have entered into without our approval to the extent that our liability would be increased by such agreement.
10. Any claim arising from damage to your car where such claim is made against you.
11. The expenses for an expert witness, unless we have given prior written permission for the witness to be appointed.
12. Any Legal Expenses which you can claim under another insurance policy or which you could have claimed if you had kept to the terms of that policy.
13. Any claim arising from a malicious act.
14. Legal Expenses which you are able to recover from another person.
15. Legal costs and expenses of defending Road Traffic Proceedings resulting from offences connected with violent or dishonest conduct.
16. The legal costs and expenses of any appeal if you are unsuccessful in any Road Traffic Proceedings.
17. Legal Expenses for claims arising from defective repairs, mechanical breakdown or general maintenance of your car.
18. Any costs incurred by you or your Legal Representative in providing us with any information or documentation under this Policy.
### SECTION 6 – LEGAL ASSISTANCE PLAN (CONT)

**WHAT IS COVERED**

**D. MORE THAN Care**  
This sub-section D only applies if it is listed in your Schedule.

In the event that you:

a) are responsible or partially responsible for a Motor Accident in which you or your passenger sustains a minor soft tissue injury, for example whiplash or a similar neck strain we will provide:
   - A free telephone advice line, for a period of 12 weeks from the date of notification of the motor accident, giving access to advice in respect of your recovery and any exercises specific to your needs.
   - Details of how to access a remote web based, DVD or self-help physiotherapy session with advice and guidance about your minor soft tissue injury.

b) are not responsible or partially responsible for a Motor Accident in which you or your passenger sustains an injury;
   - We will provide a detailed telephone assessment after which an action plan will be agreed with you and the solicitor in relation to the type of help or support from which you may benefit.
   - We will make recommendations with regards to treatment such as physiotherapy, counselling support, practical aides or other forms of assistance that may aid your recovery.
   - The treatment or assistance may be provided to you with the costs being reclaimed from the responsible party’s insurance company.

**WHAT IS NOT COVERED**

1. Any claim under [this Part D – MORE THAN CARE of this Policy] that has not been reported to us within 7 days of the Motor Accident.
2. The cost of any treatment that has not been agreed with us.

### 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).

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

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

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

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

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

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

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

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

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

C. ACCOUNTS AND LEVEL OF EXPENSES
You or the Legal Representatives must pass on to us all accounts for Legal Expenses as soon as possible after receiving them.

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

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

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

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

E. OPTIONS TO REIMBURSE
Where in our reasonable opinion you would suffer no detriment, we may choose to pay you the value of the claim for Uninsured Losses in full and final settlement of any entitlement to indemnity for Legal Expenses.

F. CONFLICT OF INTEREST
If at any time during the course of the claim, we become aware of any possible conflict of interest between you and us or on the part of the Legal Representatives, we will tell you in writing. You have the right to choose an alternative solicitor or other qualified person to act as your Legal Representative and take over the claim.

G. DISPUTE RESOLUTION
You have the right to take any dispute with us to arbitration. We also have the right to take any dispute with you to arbitration.

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

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

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

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

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

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

SECTION 7 – TEMPORARY HIRE CAR
This sub-section Part 1 only applies if it is listed in your Schedule.

WHAT IS COVERED
A class A hire car (for example a small 3 door hatchback) will be supplied by us for the duration of the period during which your car is repaired whilst at one of our recommended repairers provided the damage/loss to your car is as a result of a claim covered under Section 2 – Loss and damage to your car.
If you have a disability where your needs cannot be met by a temporary hire car, we will pay up to £30 per day towards travel costs.
SECTION 7 – TEMPORARY HIRE CAR (CONT)

TEMPORARY HIRE CAR UPGRADE
This sub section only applies if it is listed in your Schedule.

WHAT IS COVERED
A class A hire car (for example a small 3 door hatchback) will be supplied by us up to the limit shown on your Schedule provided the damage/loss to your car is as a result of a claim covered under Section 2 – Loss and damage to your car. If you have a disability where your needs cannot be met by a temporary hire car, we will pay up to £30 per day towards travel costs.

WHAT IS NOT COVERED
We will only pay for your hire car for one of the reasons specified and up to the number of days limit shown in the Schedule for any one claim.

CONDITIONS
Applicable to both levels of temporary car hire cover
A. If a hire car is lost or damaged, we will settle the claim with the supplier of the hire car under the terms of your policy and under any agreement you have with the supplier or us relating to the hire car.
B. Any claim for loss or damage to a hire car will affect your No Claim Bonus as if you were claiming for loss or damage to your car. Any excess which would apply to your car will also apply to a hire car.
C. The supplier may:
• require sight of the driver’s driving licence before the hire car can be released for the driver’s use;
• require details of a current debit or credit card as security in case of any parking or speeding offences incurred whilst any driver is using the hire car. A class A hire car is a small hatchback car similar to a Nissan Micra.

D. Cancellation
You may cancel the temporary hire car upgrade section of the policy at any time. No refund of premium will be given.
We may cancel your policy where there is a valid reason for doing so. If we do this we will write to you at your last known address giving you at least 7 days notice. This letter will confirm any action required from you, together with the date from which the policy will be cancelled if you do not comply with our requirements. Full details can be found in Section G of your policy booklet.
E. We will not be able to provide a temporary hire car if you are involved in an incident whilst abroad.

SECTION 8 – WINDSCREEN
This section only applies if it is listed in your Schedule.

WHAT IS COVERED
We cover loss of or damage to the windscreen and windows of your car.

If a temporary hire car supplied by us is damaged under this section we will settle the claim with the supplier under the terms of your policy and any agreement you have with the supplier or us relating to the temporary hire car.

If you only make a claim under this section it will not affect your No Claim Bonus.

WHAT IS NOT COVERED
• Any excess shown under ‘Windscreen or Window Glass Replacement Excess or Windscreen or Window Glass Repair Excess’ in your Schedule.
• Broken or damaged glass in a sun roof or roof panel.
• Any scratching of the bodywork which is caused by the broken glass.

HOW WE WILL SETTLE A CLAIM
If the loss or damage is covered under your policy, we
• may choose to repair the damage or
• may decide to use recycled parts or parts or accessories that are not supplied by the original manufacturer.
SECTION 9 – BREAKDOWN

DEFINITIONS
This section only applies if it is listed in your Schedule. The cover provided will depend upon the level of breakdown cover shown in the Schedule. The words listed below have the following meanings in this section only.

Assistance service
Provision of emergency assistance, vehicle recovery, emergency accommodation or car hire, and any other help we may give you.

Your car
For the purposes of this section, in addition to the policy definition of your car, it includes any caravan or trailer that has been properly built to be towed by your car when attached by a 50-millimetre ball coupling.

Breakdown
The mechanical breakdown, breakage or failure of any part that is essential for your car to move.

ROADSIDE ASSISTANCE
This section only applies if it is listed in your Schedule. The cover provided under this part of the section is limited to breakdowns which happen within the United Kingdom, the Republic of Ireland, the Isle of Man and the Channel Islands.

WHAT IS COVERED
If your car breaks down, we will provide emergency assistance at the scene of the breakdown, for up to one hour, to make it roadworthy.

If your car cannot be made roadworthy at the scene of the breakdown, we will arrange for it, the driver and up to eight passengers to be taken to a repairer of your choice within 10 miles of the scene of the breakdown.

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

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

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

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

WHAT IS NOT COVERED
1. Emergency assistance at or within one mile of your home address, or where your car is normally kept, except where you have cover under Part 3 – Homecall.
2. The cost of transporting your car to a repairer more than 10 miles from the scene of the breakdown, except where you have cover under Part 2 – Recovery. We will charge you for mileage that is more than 10 miles.

RECOVERY
This section only applies if it is listed in your Schedule.

WHAT IS COVERED
If your car cannot be made roadworthy within one hour of commencement of emergency assistance at the scene of the breakdown, we will arrange for it to be taken to a repairer of your choice, your destination, your home address or where your car is normally kept. We will pay the costs (no more than the cost of a standard-class rail ticket) for one person to collect your car after repairs have been completed.

We will also pay the cost of the following:
• continuing the journey to your destination or repairer, or returning to your home address or where your car is normally kept, for the driver and up to eight passengers.

Emergency assistance
Attendance (arranged by us) of a recovery agent at the scene of the breakdown to try to make your car roadworthy. If this cannot be done, the recovery agent will arrange for your car to be taken to a repairer.

Immobilised
Your car cannot be driven, or is regarded as unsafe or unfit to be used on a public highway, as a result of the breakdown.

Replacement car
A hire car supplied by us, of a similar class to your own car, with an engine capacity up to 2500cc.

United Kingdom
England, Scotland, Wales and Northern Ireland.
SECTION 9 – BREAKDOWN (CONT)

WHAT IS COVERED (CONT)

We will do this by providing:

- a hire car for up to 24 hours (depending on what is available, the hire car we provide will be of a similar class to your car, with an engine capacity up to 2500cc); or
- an alternative form of transport of our choice; or
- we will pay emergency accommodation for one night for you and up to eight passengers while waiting for the repairs to be completed. This will include bed and breakfast but no other meals or expenses. The maximum amount we will pay is shown under ’Emergency accommodation’ in the section of your Schedule.

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

WHAT IS COVERED

If your car is unfit to drive as a result of fire, theft, accidental damage or breakdown, with an engine capacity up to 2500cc, we will provide emergency assistance at the scene for up to one hour to make your car roadworthy.

If your car cannot be made roadworthy, we will arrange for it to be taken to a repairer or your destination.

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

We will also pay for the following:

- continuing the journey to the destination or to the repairer, for the driver and up to eight passengers.

We will do this by providing:

- a hire car (depending on what is available, the hire car we provide will be of a similar class to your car, with an engine capacity up to 2500cc – the maximum amount we will pay is shown under ‘European self-drive hire’ in your Schedule); or
- an alternative form of transport of our choice.

Or, we will pay emergency accommodation for one night for you and up to eight passengers while waiting for repairs to be completed. This will include bed and breakfast but no other meals or expenses. The maximum amount we will pay is shown in your Schedule.

WHAT IS NOT COVERED

1. Emergency assistance at or within one mile of your home address, or where your car is normally kept, except where ‘Homecall’ also applies.

2. Any costs for car hire if the hire of a replacement car has been refused by the hirer under the hirer’s normal terms and conditions (see Section 9 – Breakdown Part 5 – Conditions, D Conditions of car hire).

HOMECALL

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

WHAT IS COVERED

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

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

WHAT IS NOT COVERED

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

EUROPEAN ASSISTANCE

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

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

WHAT IS COVERED

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

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

We will also pay for the following:

- continuing the journey to the destination or to the repairer, for the driver and up to eight passengers.

We will do this by providing:

- a hire car (depending on what is available, the hire car we provide will be of a similar class to your car, with an engine capacity up to 2500cc – the maximum amount we will pay is shown under ’European self-drive hire’ in your Schedule); or
- an alternative form of transport of our choice.

Or, we will pay emergency accommodation for one night for you and up to eight passengers while waiting for repairs to be completed. This will include bed and breakfast but no other meals or expenses. The maximum amount we will pay is shown in your Schedule.
WHAT IS COVERED (CONT)

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

• the cost of transporting your car to your home address or where your car is normally kept. This cost may include storage costs and the cost of transporting and delivering it. The maximum amount we will pay is the current market value of your car in the United Kingdom; or

• the cost for one person to travel by public transport to collect your car and drive it direct to your home address or where your car is normally kept. The maximum amount we will pay will be the cost of a standard class rail ticket.

If essential replacement parts are not available locally, we will arrange to get the parts from somewhere else. We will pay all the charges involved in delivering the parts to your car.

If you are declared medically unfit to drive your car during the journey and none of the passengers can drive it, we will provide a suitably-qualified driver to drive your car to your destination, your home address or where your car is normally kept. We will try to supply a driver at a time that is convenient to you but we cannot guarantee to provide this service within any specific time scale. You will need to produce some form of medical certificate confirming that you are medically unfit to drive.

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

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

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

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

If your tent is damaged as a result of fire, theft or accidental damage, we will provide a similar tent for the rest of your holiday. The maximum amount we will pay is shown under the section your Schedule which refers to European assistance and marked 'European tent hire'.

WHAT IS NOT COVERED

Any costs for car hire if the hire of a replacement car has been refused by the hirer under the hirer's normal terms and conditions (see Section 9 - Breakdown Part 5 - Conditions, D Conditions of car hire).

BREAKDOWN – CONDITIONS

Applicable to all levels of breakdown cover.

A. LOOKING AFTER YOUR CAR

You must replace any part of your car which is not working properly, including the battery, within 28 days of discovering the fault. If a part is not replaced and a further breakdown of the same or similar cause recurs within 28 days, we reserve the right to refuse assistance or to charge a fee that is the same as the recovery agent's normal call-out charge.

You must maintain your car in line with the manufacturer’s recommendations and only use it in a roadworthy condition.

You must carry a serviceable spare wheel for your car (including a spare wheel for any caravan or trailer whilst being towed) at all times.

Your car must be covered by a valid MOT certificate, if applicable.

B. REQUESTS FOR EMERGENCY ASSISTANCE

If you need emergency assistance, you must contact us by phone. We must authorise any emergency assistance, otherwise you will have to pay any costs.

You must quote the policy number when calling for emergency assistance so we can confirm that cover under this section applies.

The driver or another person covered under the policy must be there when the recovery agent is providing emergency assistance.

C. SELECTING THE APPROPRIATE ASSISTANCE SERVICE

Depending on the incident, we will decide what is the most suitable form of emergency assistance. If you do not accept this decision, we will not pay more than the cost of the emergency assistance we recommend.

D. CONDITIONS OF CAR HIRE

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

The replacement car hirer’s normal terms and conditions will apply.

This may mean that:

• they may refuse to hire a car to anyone covered under the policy who is under 21 or over 70, or has held a driving licence for less than one year, or who has certain endorsements on their licence; or

• they may need a deposit for the cost of fuel and to protect the car hirer against the car not being returned.
SECTION 9 – BREAKDOWN (CONT)

The availability of car hire is not guaranteed.

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

E. SAFETY OF CONTENTS

The driver is responsible for the contents of your car as long as he or she is covered under the policy.

If your car is recovered, we will decide whether to transport any 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 car has been taken to a repairer, we will not be responsible for any repair work they do while they are following your instructions.

G. EMERGENCY ASSISTANCE WHICH IS NO LONGER NEEDED

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

H. COLLECTING THE CAR FOLLOWING A REPAIR

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

I. NOTICE

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

J. CANCELLATION

You may cancel this section of the policy at any time. We will refund the pro-rated proportion of your premium worked out from either the date you contact us, or the future date from which you would like this section of your policy cancelled, provided that with the exception of claims under Section 8 – Windscreen or Section 9 – Breakdown, there have been no claims under this policy and you are not aware of any incident which may give rise to a claim under this policy.

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

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

BREAKDOWN – EXCLUSIONS

WHAT IS NOT COVERED

Applicable to all levels of breakdown cover.

1. Any labour charge for work in addition to emergency assistance, the cost of spare parts and the cost of replacing fuel or car keys.
2. The cost associated with draining or removing an inappropriate fuel or other fluid having been put in your car.
3. Damage as a direct result of getting into your car after you have asked for emergency assistance.
4. Cover for an incident if you are entitled to claim for the same incident under another policy.
5. Any expenses which would have arisen in the normal course of the journey.
6. If your car has been partly or completely buried in mud, snow, sand or water, and this is the sole reason for claiming.
7. Breakdown resulting from poor repair or attempted repair that was carried out during the journey without our agreement.
8. Any breakdown which is the result of a deliberate act by anyone covered under the policy.
9. Breakdown resulting from your car carrying more passengers, or towing a greater weight, than intended, or driving on unsuitable ground.
10. Any liability or any other costs or losses that result directly or indirectly from providing emergency assistance.
11. Any extra hire car charges, other than the rental charge, if we provide a hire car.
12. Any incident, which results in your car being immobilised, which happened before cover under this section of the policy started.
13. Requests for emergency assistance resulting from not being able to get fuel or other supplies essential for your car to move, due to fuel or other supplies being scarce in the country in which you are driving.
14. Loss or damage to the contents of your car.
15. Any cost you have to pay for sea or river transit unless claimed under Part 4 – European assistance.
16. Any costs we have not agreed to pay beforehand.
17. Recovering your car if it is considered to be dangerous or illegal to load or transport.
18. Breakdown due to the failure to replace faulty parts, including the battery, within 28 days of the previous breakdown of the same or similar cause.
19. More than five breakdowns within one period of insurance.
20. Any storage charges you may have to pay while your car is being repaired at a garage.
21. Any costs incurred as a result of you failing to carry a serviceable spare tyre and wheel, or incurred in arranging the removal of a wheel secured by locking wheel nuts when you are unable to provide a serviceable key, appropriate to your car, caravan or trailer.

Please note: Motorised Vehicles that are manufactured without the provision of a spare wheel will be considered on their individual merits. Assistance in changing a wheel is covered, subject to you carrying a serviceable spare as specified above.
SECTION 10 – PERSONAL ACCIDENT
This section only applies if it is listed in your schedule.

What we cover
We will pay the amount shown as 'Personal accident' in your schedule if you or your partner are accidentally injured:
• in any car; or
• while getting into or out of any car

The injury must be directly connected with the car and the only cause within 3 months of
• death
• permanent loss of sight in one or both eyes;
• loss of one or more limbs at or above the wrist or ankle; or
• permanent loss of use of one or more limbs.

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

What we do not cover
We do not cover the following:
1. Death or injury caused by suicide or attempted suicide.
2. If anyone claiming is convicted in connection with the incident of a drink-driving offence or of driving under the influence of drugs.
3. If anyone you are claiming for dies and was driving at the time of the incident, and is then found to have a higher level of alcohol or drugs in the blood than is allowed by law.

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

SECTION 11 – EMERGENCY CARE
This section only applies if it is listed in your Schedule.

WHAT IS COVERED

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

Emergency overnight accommodation
We will pay up to the amount shown as 'Emergency overnight accommodation' in your Schedule for necessary expenses for emergency accommodation if you or any other driver:
• cannot use your car during a journey as a result of loss or damage which we cover; and
• cannot reach your destination.

Replacement locks
We will pay benefit up to the amount shown as 'Replacement locks' in your Schedule.
We cover theft of your car key(s).
We will settle the claim by paying to replace the appropriate locks or locking mechanism provided that the identity or location of your car is known to any person who may have obtained the keys without your permission.

WHAT IS NOT COVERED

We do not cover accidental loss of your car key(s).
SECTION 12 – IN CAR ENTERTAINMENT
This section only applies if it is listed in your Schedule.

IN CAR ENTERTAINMENT – DEFINITION
- a radio, cassette, compact disc player or other audio equipment;
- a phone or other communication equipment;
- navigation equipment designed primarily for use in your car; and
- television or other visual entertainment equipment including video cassette recorders, DVD players and games consoles, that is not part of your car’s original specification fitted by the manufacturer or dealer from first registration and which, except for portable navigation equipment, must be permanently fitted in your car. If the equipment is part of your car’s original specification, we consider it to be part of your car and a claim will be settled under Section 2 – Loss and damage to your car or Section 3 – Fire and theft to your car of this policy.

WHAT IS COVERED
We will pay up to the amount shown as ‘In car entertainment’ on your Schedule.

We will pay for the damage to be repaired (if repairs can be made for a reasonable cost); or if repairs cannot be made for a reasonable cost, or if the item is lost and never found, we will either arrange replacement with property of similar quality and value or pay the cost of replacing it with a similar one of the same quality and market value at the time of the accident or theft.

WHAT IS NOT COVERED
1. Loss or theft of portable satellite navigation equipment when there is no one in your car, unless it is stored out of sight in either a locked boot or glove compartment.
2. Loss of value.
3. Wear and tear.
4. Any loss or damage as a result of theft or attempted theft if:
   - your car is unlocked; or
   - your car sun roof is left open or unlocked; or
   - your car has been left unattended and unlocked with the car keys in or on the vehicle;
   - The incident hasn’t been reported to the Police.
5. Loss or damage caused by deception.
6. Payment can only be made under this section if a claim is made under Section 2 – Loss and damage to your car or Section 3 – Fire and theft to your car.

SECTION 13 – PERSONAL EFFECTS
This section only applies if it is listed in your Schedule.

WHAT IS COVERED
We cover loss of or damage to personal possessions in or on your car up to the amount shown as ‘Personal effects’ in your Schedule. We will pay you or, if you prefer, the owner of the property.

WHAT IS NOT COVERED
1. Money, stamps, tickets, documents, bonds, vouchers, lottery tickets, scratchcards, raffle tickets, air miles, trade samples or any property insured under any other insurance policy.
2. Personal possessions stolen from an open-top or convertible car, unless they are kept in a locked boot or locked glove compartment.
3. Loss of or damage to personal possessions carried in or on a trailer.
5. Any loss or damage as a result of theft or attempted theft if:
   - your car is unlocked; or
   - your car windows are open; or
   - your car sun roof is left open or unlocked; or
   - Your car has been left unattended and unlocked with the car keys in or on the vehicle;
   - The incident hasn’t been reported to the Police.
6. Loss or damage caused by deception.
7. Goods, tools of trade/samples connected with your work or any other trade or any container for these things.
8. Portable navigation equipment designed primarily for use in your car.

Payment can only be made under this section if a claim is made under Section 2 – Loss and damage to your car or Section 3 – Fire and theft to your car.
POLICY CONDITIONS

The following conditions apply to every section of your policy. Failure to comply with your obligations as noted within these conditions may result in
1) a claim being rejected or reduced;
2) your policy being declared invalid.

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

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

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

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

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

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

B. ACCESS TO ELECTRONIC VEHICLE DATA
You and any other driver must allow us to:
- Access, review and use any information held by any Advanced Driver Assistance System in or on your car.
- Provide 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:
  - we have your permission; or
  - we are required to do so by law; or
  - we suspect fraud or attempted fraud.

Data will only be disclosed to our agents and subcontractors for operational reasons, including providing the agreed services under your policy.

C. FRAUDULENT OR EXAGGERATED CLAIMS
If you, or someone on your behalf, knowingly:
- makes a false claim;
- exaggerates the amount of a claim;
- provides us with false or misleading declarations or statements to support a claim; or
- provides us with any other false or invalid documents or relies on any fraudulent devices to support a claim.

We may, at our option, either:
a) decline cover under this insurance policy for the relevant claim; or
b) void this insurance policy from its inception or from the date of the relevant claim.

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

If you are not providing driver licence number(s), you must check the driving licence and/or counterpart of every driver who will drive your car and you must inform us of:
- any convictions, fixed penalties or endorsements noted on the licence;
- any Provisional licence;
- any licence issued outside the UK.

E. CHANGES IN RISK
You must tell us immediately:
- if you get an extra car or change your car for another one;
- if there is a change in use of your car (for example, you require business use);
- if you need to add a driver.

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

You must tell us within 30 days (or the current policy expiry date whichever is soonest) if any other circumstances change, for example:
- if you have not provided driver licence number, you must tell us if you or any other driver has been convicted of any motoring offence including fixed penalty offences, or has any prosecutions outstanding;
- if you or any other driver receive a driving disqualification – this is necessary even if you have supplied a driver licence number;
- if you or any other driver has been involved in any accidents, losses or thefts, regardless of whether a claim was made;
- if you or any other driver has been convicted of an offence of fraud or dishonesty (e.g. shop lifting, credit card fraud, tax evasion) or have possible prosecutions outstanding,
  (Convictions considered to be spent under the Rehabilitation of Offenders Act 1974 do not need to be disclosed);
- if you or any other driver develops a notifiable health condition or an existing condition worsens. A notifiable health condition is one which must be referred to the DVLA (please refer to the DVLA D100 leaflet or www.direct.gov.uk/motoring for a full list of notifiable conditions).
POLICY CONDITIONS (CONT)

Examples of notifiable conditions are epilepsy or insulin controlled diabetes;
- if the main driver of your car changes;
- if the registered keeper or owner of your car changes;
- if the place where your car is usually kept changes;
- if any modifications are made to your car;
- if the number of vehicles in your household changes.

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

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

If you do not tell us anything which is relevant:
- your policy may not be valid;
- we may reject your claim; and
- we may cancel your policy.

F. LOOKING AFTER YOUR CAR
You and any other driver must do everything possible to prevent loss or damage and keep your car or any temporary hire car in good condition.

If you suspect or are advised of any defects in the operation of any Advanced Driver Assistance System which have been fitted as standard to your car you must arrange for the defect to be rectified by the manufacturer or replaced. For any device fitted after your car was originally manufactured where you chose not to replace or repair please advise us.

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

These conditions will apply whether your car is on the public highway or not.

G. CANCELLING YOUR POLICY
We may cancel your policy where there is a valid reason for doing so by giving you at least 7 days notice at your last known address. This letter will confirm any action required from you, together with the date from which the policy will be cancelled if you do not comply with our requirements.

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

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

You can cancel your policy by accessing the website and selecting the cancellation option, or by contacting us by telephone or in writing. Please see the ‘Policy Cancellation’ section of your policy Schedule for terms and fees applicable.

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

We will not share the following claims:
- if you are driving another car and are covered by another insurance for that car (see ‘What is covered’ in Section 1 – part B);
- if a person other than you is driving your car and is covered by another insurance (see exception 5 of ‘What is not covered’ in Section 1).

I. TAKING OVER YOUR RIGHTS
If you make a claim, you must be prepared to take any steps we reasonably ask you to take to protect your rights. You must also be prepared to allow us to act in your name and take any reasonable steps we feel are necessary to protect your rights. This may mean that we defend or settle the claim in your name. If this happens, we will pay any costs and expenses involved.

J. COVER FOR CAR SHARING
Your policy allows you or your partner to receive a mileage allowance from your or your partner’s employer, or accept payment from passengers in your car as part of a car-sharing agreement, as long as:
- your car has not been built or adapted to carry more than eight passengers and a driver;
- you or your partner are not carrying passengers as part of a business of carrying passengers;
- you or your partner do not make a profit from the total payments you or your partner receive for a journey;
- your car is being used for a purpose included on your Certificate of Motor Insurance; and
- the total payments for any mileage allowance you or your partner receive are within the published guidelines of HM Revenue & Customs.

K. OUR RIGHT TO RECLAIM PAYMENTS
We may claim back from you any payment which we make under your policy:
- because of the requirements of any law; and
- which we would not have paid if that law had not existed.

L. AUTOMATIC RENEWAL
We will contact you before your policy renewal date with details of your renewal. If we decide not to offer renewal we will let you know. If you pay annually and we have your current card payment details unless you have told us otherwise your policy will renew automatically on your renewal date and your payment will be collected from the card we reference in your renewal communication. You have the option to opt out of automatic renewal at anytime throughout the life of your policy by contacting us. If you pay by direct debit your policy will renew automatically on your renewal date.
and your payment will be collected from the bank account we reference in your renewal communication.

If you do not wish to renew your policy or need to make any changes you need to contact us before your renewal date.

If you pay annually and have opted out of automatic renewal you will need to contact us to renew your policy.

M. ADMINISTRATION FEES
An administration fee will be made if your policy has to be changed or if you ask us to reissue documentation. Full details of the charges applicable can be found on the latest version of your policy Schedule.

N. CONTACT DETAILS
You must tell us as soon as reasonably possible if:
• you change your email address;
• you change your postal address.

O. PROVISION OF FALSE INFORMATION
If you have knowingly provided us with false information which has affected our assessment of any of the following:
• your eligibility for this insurance policy;
• the terms and conditions applying to your policy;
• your insurance premium.
Your policy may be deemed to be invalid from the date you provided us with such information and all benefits under this policy may be forfeited.

In these circumstances, Condition K. Our right to reclaim payments – conditions which apply to your whole policy will apply and you may be required to repay to us any payment that we have been obliged to pay on your behalf.

P. FINANCIAL SANCTIONS
We shall not provide any cover or be liable to provide any indemnity, payment or other benefit under this policy to the extent that the provision of such cover, indemnity, payment or other benefit would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States or other country of policy issue.

If any such resolution, sanction, law or regulation takes effect during the period of insurance we may cancel this policy immediately by giving you written notice at your last known address.

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

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

POLICY EXCEPTIONS

EXCEPTIONS WHICH APPLY TO YOUR WHOLE POLICY

A. USE AND DRIVING
We will not cover any claim if your car is being:
• used for a purpose which is not included on your Certificate of Motor Insurance;
• driven by someone or in the care of someone for the purpose of being driven, who is not shown as allowed to drive on your Certificate of Motor Insurance;
• driven by someone who does not have a valid licence unless he or she has held one and is not disqualified from getting another one;
• driven by someone who does not meet the conditions of their licence.

This does not apply to claims under Sections 2, 3 or 8 if your car is in the care of:
• a garage or similar motor trade organisation for servicing or repair; or
• a hotel or restaurant for the purpose of parking.

B. LIABILITY WHICH RESULTS FROM AN AGREEMENT
We will not cover any legal liability that arises as a result of you entering into any agreement or contract, unless you would have been liable even without such an agreement or contract.

C. RADIOACTIVE CONTAMINATION
We do not cover any loss, damage, or liability caused by:
• ionising radiation or radioactive contamination from nuclear fuel or nuclear waste from burning nuclear fuel; or
• the radioactive, toxic, explosive or other dangerous properties of explosive nuclear equipment or nuclear parts.

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

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

This exception does not apply to Section 1.

F. SONIC BANGS
We do not cover damage caused by pressure waves from aircraft and other flying objects travelling at or above the speed of sound.
G. POLLUTION
We do not cover loss or damage caused by pollution or contamination, unless the pollution or contamination is the direct result of a single incident which happens during the period of insurance.

To qualify for cover, the incident must be sudden, identifiable, unintended and unexpected. All pollution caused by one incident will be considered to have happened at the time the incident took place.

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

H. RALLIES, COMPETITIONS, NURBURGRING NORDSCHLEIFE, DE-RESTRICTED TOLL ROADS, TRIALS AND TRACK USE
We will not cover any claim if your car is used:
- in a rally;
- in a competition;
- in a motor trial;
- on a racetrack;
- on a circuit;
- on the Nurburgring Nordschleife;
- on a de-restricted toll road; or
- on a prepared course.

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

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

K. DRIVING UNDER THE INFLUENCE OF DRINK OR DRUGS
We will not pay more than our legal liability under the Road Traffic Act for any claim, if the driver of the car insured by us was found to have been driving whilst under the influence of drink or drugs at the time of the accident. We reserve the right to recover from you any amounts which we pay before such conviction or which we are required to pay. This does not apply to amounts paid or which we are required to pay under Section 6.

WHAT YOU SHOULD DO IF THERE IS AN ACCIDENT OR THEFT

WHAT TO DO IMMEDIATELY AFTER THE ACCIDENT
1. People are more important than property, so your first priority should be to check whether anyone is injured and look after them. Call for medical help if necessary.
2. If anyone is injured, you must show your certificate of motor insurance to the Police or to anyone who has a good reason for seeing it. If you can’t do this at the scene, you must report the accident to the Police within 24 hours and produce your Certificate of Motor Insurance to them.
3. If your car or anything in it is stolen, you should report the incident to the Police as soon as possible.
4. Always stop if you are involved in an accident and exchange:
   - names and addresses (including those of any witnesses);
   - details of insurance companies (including policy numbers if known); and
   - vehicle registration numbers.
5. Do not admit you are to blame or offer any payment. It could make it more difficult for us to handle your claim and may affect your rights.
6. Draw a diagram of the accident scene. This should include:
   - the position of the cars before and after the accident;
   - the road layout;
   - any obstructions to your or other road users’ vision;
   - the position of any witnesses; and
   - anything else which could be relevant to the cause of the accident (for example speeds and distances involved, and weather conditions).
7. If you receive any letters or documents about the accident, please do not answer them and forward them to us as soon as possible.
8. Remember that we are there to help you if you need to make a claim. But if the accident or loss happens out of office hours, or you need emergency help, call the UK claims helpline.
IF YOUR CAR HAS BEEN HIT BY AN UNINSURED DRIVER
If you make a claim for an incident that is not your fault and the driver of the other vehicle is confirmed and identified as uninsured, you will not lose your no claim discount or have to pay an excess.

When you claim, you may have to pay your excess. Also, if when your renewal is due your claim is not settled, your no claim discount may be reduced and you may be required to pay an increased premium. However, once we confirm that the incident was the fault of the uninsured driver we will reimburse any excess paid, reinstate your no claim discount and refund any extra premium you have been asked to pay.

CAR REPAIRS – IF YOUR CAR IS DAMAGED BUT ROADWORTHY
If you use one of our recommended repairers we will:
- collect your damaged car
- 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 a temporary hire car for the duration of repairs and provide insurance for the temporary hire car provided whilst yours is being repaired.

WHAT YOU SHOULD DO IF YOU WANT TO TAKE YOUR CAR ABROAD

A. FOREIGN USE EXTENSION
If you pay an extra premium, we will give you a Foreign Use Extension.

This will extend the cover you have under Section 2 – Loss and damage to your car and Section 3 – Fire and theft to your car in the British Isles to those countries covered by the Foreign Use Extension for the time your car is in, or is being transported to or from, those countries.

Your policy provides cover during the period of insurance, under Section 1 – Your legal responsibilities to third parties, Section F – Cover abroad, while your car is in a country defined by that section. This will only provide cover for your legal liability for personal injury and limited property damage suffered by other persons and caused by you or any insured driver whilst using or driving your car.

To extend the cover you have under Section 1 you need to contact us and request Foreign Use cover, the details of which are set out in Section 5.

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

Take the following insurance documents when you travel abroad:
1. Your Certificate of Motor Insurance.
2. The European accident statement.

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.

If you have purchased Section 7 – Temporary hire car upgrade you may choose any other vehicle repairer, it will not affect your right to claim. However, we may not be able to arrange any of the above benefits or automatically insure any replacement car for you. We will give you a hire car up to the limit shown on your Schedule.

If you chose not to use one of our recommended repairers 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 TOTAL LOSS
If you have purchased Section 7 – Temporary hire car upgrade we will provide you with a hire car from one of our preferred suppliers for the duration of the repairs, up to the limit shown on your Schedule.

In addition, check the requirements for using a vehicle in the countries you are visiting. These can be obtained from the Foreign and Commonwealth Office. (www.fco.gov.uk) You may also find it helpful to have this policy document with you for the advice and information given below.

If you have an accident abroad, follow the procedure below:
1. Immediately report the accident to the Police if anybody involved in the incident is injured or if there is a disagreement with the other driver. Get details of the Police team that attended the scene or who the accident was reported to.
2. Give your name and address, and our name and address to the other party and produce your Certificate of Motor Insurance.
3. Get the name and address of the other driver, details of their motor insurer (including policy number) and information about the registration and ownership of the other vehicles involved.
4. Call our Euro Claims Helpline as soon as possible, particularly if anybody is injured.
5. Never make any statement or sign any document other than the European accident statement) without the advice of a lawyer or competent official. Do not sign the European accident statement, particularly if written in a foreign language, before you are certain that you understand and agree with every word.
6. If you have a camera, take photographs showing the layout of the scene and positions of the vehicles from various angles.
7. Use your European accident statement (the various linguistic editions of this form are identical throughout Europe) and be sure to get the following details:
• the make, registration number and colour of the other vehicle and whether it is right or left-hand drive. If the third party vehicle is a lorry obtain the number of both the cab and trailer units. In some countries these have different registration numbers;
• the full names, addresses and occupations of independent witnesses;
• the date, time and exact place of the accident;
• the speeds of your own and the other vehicle;
• signals given by you and the other driver;
• weather and road conditions;
• names and addresses of people injured and details of those injuries;
• details of damage to your own and other vehicles.

If you do not have a European accident statement, collect the following information:
1. Date, time and place of the accident.
2. Other vehicle’s details.
3. Registration number.
5. Policy number of the insurance.
6. Green card number.
7. Name and address of the insurer.
8. Surname, first name and address of the driver.
9. Accident circumstances including details of damage to vehicles and injuries to any people involved.
10. Sketch the scene and the position of the vehicles (include road markings where possible).

WHAT YOU SHOULD DO WHEN CIRCUMSTANCES CHANGE

CHANGES TO INFORMATION SHOWN ON THE CERTIFICATE OF MOTOR INSURANCE

We must be advised of the following changes immediately to ensure accurate documents are issued enabling you to legally drive your car:
• Change of car/addition of another car
• Change of drivers
• Change of Use.

IF YOU WANT TO DRIVE ANOTHER CAR

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

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

IF YOU WANT TO CHANGE DRIVERS

Your current Certificate of Motor Insurance shows who is covered to drive your car. If you want to change any of the names, please contact us straight away.

IF YOU CHANGE POSTAL ADDRESS

Please contact us with full details of your new address, as soon as you know it. We will then let you know about any change in your premium.

IF YOU CHANGE EMAIL ADDRESS

Please contact us with full details of your new address, as soon as you know it.

IF YOU NEED TO USE YOUR CAR FOR TOWING

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

CHANGES TO DRIVER LICENCE NUMBER(S)

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

IF ANY OTHER CIRCUMSTANCES CHANGE

You must tell us within 30 days (or the current policy expiry date whichever is soonest) if any other circumstances change, for example:
• if you have not provided a driver licence number, you must tell us if you or any other driver has been convicted of any motoring offence including fixed penalty offences, or has any prosecutions outstanding;
• if you or any other driver receive a driving disqualification – this is necessary even if you have supplied a driver licence number;
• if you or any other driver has been involved in any accidents, losses or thefts, regardless of whether a claim was made;
• if you or any other driver has been convicted of an offence of fraud or dishonesty (e.g. shop lifting, credit card fraud, tax evasion) or have possible prosecutions outstanding (Convictions considered to be spent under the Rehabilitation of Offenders Act 1974 do not need to be disclosed);
• if you or any other driver develops a notifiable health condition or an existing condition worsens. A notifiable health condition is one which must be referred to the DVLA [please refer to the DVLA D100 leaflet or www.direct.gov.uk/motoring for a full list of notifiable conditions]. Examples of notifiable conditions are epilepsy or insulin controlled diabetes;
• if the main driver of your car changes;
• if the registered keeper or owner of your car changes;
• if the place where your car is usually kept changes;
• if any modifications are made to your car;
• if the number of vehicles in your household changes.

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

DEATH OF POLICYHOLDER

To enable us to take instructions, due to legal constraints we will require the following documents:
• certified copy of the death certificate, and
• proof of the validity of the executor, or
• grant of letters of administration.

Please call our Customer Support Team on 0800 197 2248, for further information.
COMPLAINTS PROCEDURE
OUR COMMITMENT TO CUSTOMER SERVICE
At MORE TH>N 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, PO Box 255, Wymondham NN18 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 eight 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 eight 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:
Telephone: 0800 0234567 (free from standard land line, mobiles may be charged) 0300 1239123 (same rate as 01 or 02 numbers, on mobile phone tariffs)
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

You have six months from the date of our final response to refer your complaints to the FOS. This does not affect your right to take legal action, however, the FOS will not adjudicate on any case where litigation has commenced.

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

HOW WE USE YOUR INFORMATION
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 MORE TH>N. 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. cashback 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 anyone 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

HOW TO MAKE YOUR CAR MORE SECURE
IMPORTANT THINGS TO REMEMBER TO KEEP YOUR CAR SAFE.

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

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

• Take care where you park your car. If you have a garage at home, please use it. When you are away from home, try to use secure car parks. If this isn’t possible, avoid parking in back streets or quiet areas because these are ideal working conditions for a thief. If you have to leave your car outside at night, always try to park in a well-lit and busy area.

• Don’t leave valuables on show – even when you are in the car. Thieves have been known to reach through passenger windows when the car is not moving.

• Satellite Navigation equipment is very attractive to thieves and could be costly for you to replace. When it is not being used, or when there is no-one in your car, keep any portable satellite navigation equipment, including any removable fittings which may attract a thief (such as suction cups), in a locked boot or locked glove compartment of your car.

• You must ensure that your car is locked and the key(s) removed when no one is in it (for example, at a petrol station), even if it is only for a few seconds. If the key(s) are in your car and your car is stolen, whether your car is on the public highway or not, your policy will not cover the theft or any damage.

• Fit extra security measures, such as a steering wheel lock or handbrake lock. Better still, consider fitting an engine immobiliser, alarm system, or a tracking device.

• Take care where you put your car keys once they are removed from the car. When you are away from home, keep them with you at all times. Do not leave them unattended – for example, in a coat or purse. When you are at home, try and keep them away from your front door, as thieves have been known to ‘fish’ through the letter box to get hold of them.
HELPLINES – HOW TO CONTACT US

If you ever need to contact us about any aspect of your car insurance, here are the appropriate numbers. You might want to keep these handy, so write down the ones most relevant to you or save them on your mobile phone.

NEW CLAIMS HELPLINE 0800 300 252
For emergency recovery our dedicated claims helpline is open 24hrs a day, 7 days a week. For all new claims (not requiring emergency recovery) our lines are open 9am - 5pm Monday to Friday. Register your claim as soon as it happens and we’ll start the process immediately of getting your car back on the road. Open 24 hours for emergency recovery. Open 9am - 5pm Monday - Friday to report a new claim.

CLAIMS HELPLINE OUTSIDE U.K. +(44) 330 102 4115
Dial the international exchange for the country you are dialling from first. Open 9am - 5pm Monday to Friday.

EXISTING CLAIMS HELPLINE 0330 102 3630
Open 9am - 5pm Monday to Friday.

CUSTOMER SERVICE LINE 0330 102 3630
If your circumstances change and you need to update your cover, you can call the Customer Service line or visit morethan.com 'your account' and register for online servicing. Please refer to your Schedule for details of charges regarding making changes to your policy. Open 8am - 9pm Monday to Friday. 8am - 5pm Saturday and 9am - 5pm Sunday.

WINDSCREEN OR WINDOWS HELPLINE
0800 731 3172
Open 24 hours.

BREAKDOWN HELPLINE 0330 102 3621
Open 24 hours.

BREAKDOWN HELPLINE OUTSIDE U.K. +(44) 845 601 2906
Dial the international exchange for the country you are dialling from first.

LEGAL HELPLINE 0800 413 431
Immediate and confidential access to a team of legal consultants who will give you advice and guidance on any motor related matter. Open 24 hours.

COUNSELLING HELPLINE – 01132 982632 (PLEASE QUOTE CODE 33885)
Access to a team of Counsellors if you, or a member of your immediate family, needs someone to talk to after a motor accident. Open 24 hours.