



Your car
insurance
policy

MORE TH>N[®]

CAR INSURANCE

THANKS FOR CHOOSING MORE THAN TO INSURE YOUR CAR

We wish you a trouble free year of motoring.

Please check your Schedule for the cover you have chosen.

In this Policy Wording you'll find more information on the covers below.

Words printed in green are clickable. If you're reading this on a screen, you can use these to move around the document.



COVER AT A GLANCE

	Third party, fire & theft	Comprehensive
Fire, theft and attempted theft of your car	✓	✓
Your satnav, car phone or in car entertainment equipment is damaged or stolen	✓	✓
Legal responsibility to third parties	✓	✓
You damage your car	✗	✓
Your windscreen or windows are damaged	✗	✓
Your personal belongings are stolen from your car or damaged inside it	✗	✓
Wrong fuel cover (drain and flush your fuel tank)	✗	✓

EXTRA COVER YOU CAN ADD TO YOUR POLICY

Eligibility conditions apply.



Protect your No Claim Bonus

If you have a claim your earned No Claim Bonus won't be reduced if you choose to protect it



Extended cover for driving abroad

You only have the minimum cover required by law in the country in which you are driving - so choose this optional extra to extend your current cover



Legal assistance plan

Provides up to £100,000 legal expenses to assist with the recovery of any insured losses as a result of a car accident



Breakdown cover

Choose from four levels of cover to suit your needs



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HOW TO MAKE A CLAIM

STEP 1: BEFORE YOU GET IN TOUCH



If you've been involved in an accident, get the names, addresses, registration numbers and insurance details of anyone else involved, including any witnesses.



Contact the Police as soon as possible if there's been an injury or if your car (or an item in it) has been stolen.



If you have a camera, take photos of the accident scene and try to include: Position of vehicles, road layout, any obstructions and anything you think is relevant to the cause of the accident.



Don't admit you are to blame.
Don't offer to pay for any repairs.
Don't reply to any letters or documents received, just forward to us immediately.



If you don't require immediate assistance, you can make a claim at any time on our website using our [online claim tool](#).

STEP 2: CALL US AND HAVE YOUR POLICY DETAILS READY



Accident

0800 300 252

Open 24/7



Broken glass

0800 731 3172

Open 24/7



Breakdown
and wrong fuel assistance

0330 102 3621

Open 24/7

STEP 3: WHAT HAPPENS NEXT?



We will deal with your claim as quickly as possible, to get you back on the road.



We will have any necessary repairs carried out as soon as we can.



We will let you know if we need any more information from you.



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YOUR CAR INSURANCE 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 wording, together with your Schedule and Certificate of Motor Insurance, gives you the details of what your policy does and does not cover.

Please pay special attention to those pages describing the conditions and exclusions which apply to your whole policy. It also contains information about our 24-hour helplines and how to make a claim.

Changes to information on your Certificate of Motor Insurance or Schedule

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.

You must tell us immediately:

- if you 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 to ensure you have the correct policy cover.

You must tell us within 30 days if any of the following details change:

- 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 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 you or any other driver passes their UK driving test
- If you or any other driver receive a driving disqualification

You must tell us before the next renewal date (or sooner if making any other changes mentioned above), if any other circumstances change, for example:

- 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 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 has been refused car insurance or had any insurance policy declared void or cancelled by an insurer
- if the main driver of your car changes
- if the number of vehicles in your household changes.
- if you change name or gender

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
- your claim may be rejected or not fully paid, and
- we may cancel your policy.

Please refer to Conditions C, F and N in "Conditions which apply to the whole of this policy" for full terms and conditions.

Why it's important you provide correct information

Your policy may be declared void and you will not be entitled to any benefits or help if you falsely represent or fail to fully and accurately disclose, the answers to requested information as part of your application for this insurance; or any further changes you ask for under this policy.

Where we identify fraud we reserve the right to void or cancel your insurance with immediate effect and without providing you with any notification or warning. Where we void or cancel the policy we will contact you at your last known valid address, which could be either postal or e-mail. If the postal address used is known to be fraudulent we may not issue a postal communication.

If you want to drive another car

Your Certificate of Motor Insurance will show you if you are covered for driving cars which do not belong to you or your partner. This will provide third party cover only when driving another car within the British Isles. This limited cover can be useful in an emergency - but if you drive someone else's car regularly, you should be named on their policy. Please refer to Section 4B for full conditions and limitations of this cover.



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Excesses explained

An 'excess' is the part of each claim that you're expected to pay. This varies depending on the type of claim you're making.

For accidental damage, fire, and theft claims, there are both 'voluntary' and 'compulsory' excesses which you'll have to pay when you make a claim. We set the compulsory excess, and you choose the voluntary excess when you take out or renew the policy. The level you choose will affect the cost of your insurance. For windscreen claims, there is no voluntary excess.

You can find the excesses that you will have to pay for each type of claim on your Schedule.

USEFUL PHONE NUMBERS



Claims helpline outside UK Call +(44) 330 102 4115

Dial the international exchange for the country you are dialling from first. Open 24 hours.



Legal helpline Call 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.



Customer renewal line Call 0330 102 3615

You can call us to renew your policy within 21 days of your renewal date or visit [morethan.com](https://www.morethan.com) 'your account'. Open Monday to Friday 8am-9pm, Saturday 8am-5pm and Sunday 9am-5pm.



Counselling helpline Call 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.



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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;
- untethered charging cables supplied as part of an electric or hybrid car; and
- dashboard cameras.

This does not include **trailers**.

Advanced Driver Assistance Systems (ADAS)

Electronic technology fitted to **your car** to assist the **driver** whilst driving or parking **your car**.

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 either physically or via any Application.

Excess

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

Family

A parent, child, grandchild of either the policyholder or the policyholder's **partner**.

Guaranteed hire car

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

Key(s)

Physical key, device or smart access provided with **your car** by a manufacturer that allows **you** to access and/or move **your car**.

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.

Modification

Any change to **your car's** original manufacturer standard specification including optional extras.

These include, but are not restricted to changes to the appearance and/or the performance of **your car**, and include changes made to **your car** by previous owners.

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 on **your Schedule**.

Policy

Your policy is made up of:

- the record of information that **you** have provided to **us**;
- this **policy** wording;
- **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.

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.

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**.

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: WINDSCREEN AND WINDOWS

This section only applies if it is listed on **your Schedule**.

What is covered	What is not covered
<p>We cover loss of or damage to the windscreen and windows of your car or any guaranteed hire car supplied by us.</p>	<ol style="list-style-type: none"> 1. Any excess shown under 'Windscreen or Window Glass Replacement Excess or Windscreen or Window Glass Repair Excess on your Schedule. 2. Broken or damaged glass in a sun roof or roof panel. 3. Any part of a repair or replacement which improves your car beyond its condition before the damage occurred.
<p>Any scratching of the bodywork which is caused by the broken glass.</p>	
<p>Claims under this section will not affect your your No Claim Bonus.</p>	

SECTION 2: DAMAGE TO YOUR CAR AND ITS ACCESSORIES

This section only applies if it is listed on **your Schedule**.

What is covered	What is not covered
<p>A. Damage</p> <p>We cover damage to:</p> <ul style="list-style-type: none"> • your car • accessories and spare parts which are fitted into or onto your car or kept in your private garage. 	<ol style="list-style-type: none"> 1. Any excess shown under 'Accidental damage excess' on your Schedule for any damage to your car. This excess will not apply to damage caused by fire, theft and attempted theft. This excess will not apply to damage caused if your car is involved in an incident that is caused by an identified uninsured driver. 2. Any additional excess shown on your Schedule for young or inexperienced drivers for any 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: <ul style="list-style-type: none"> • a garage or similar motor trade organisation for servicing or repair • a hotel or restaurant for the purpose of parking. 3. Where your engine is damaged due to wrong fuel, we will not cover the resulting electrical or computer failures or breakages, but will cover mechanical damage.
<p>B. New car replacement</p> <p>If your car is less than one year old and you are the first and only registered keeper, we may replace it with one of the same make and model if it has:</p> <ul style="list-style-type: none"> • been stolen and not found; or • suffered damage covered by the policy and the repair cost is more than 60% of its current new list price including VAT (where appropriate). 	



SECTION 3: FIRE AND THEFT

This section only applies if it is listed on [your Schedule](#).

What is covered	What is not covered
<p>A. Loss or damage</p> <p>We cover loss or damage caused by fire, lightning, explosion, theft or attempted theft to:</p> <ul style="list-style-type: none"> • your car • accessories and spare parts which are fitted into or onto your car or kept in your private garage. 	<ol style="list-style-type: none"> 1. Any excess shown under 'Fire' or 'Theft excess' on 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 or damage to your car if: <ul style="list-style-type: none"> • your car is unlocked or • any entry point to your car (for example a window or sunroof) is left open or unlocked or • your car's removable 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 when there is no one in it. 3. Loss or damage to your car as a result of someone acquiring it by fraud or trickery; for example, while pretending to be a buyer. 4. Loss or damage caused by theft or attempted theft if any security device fitted to your car by the manufacturer is not operational when your car is left unattended.
<p>B. New car replacement</p> <p>If your car is less than one year old and you are the first and only registered keeper, we may replace it with one of the same make and model if it has:</p> <ul style="list-style-type: none"> • been stolen and not found; or • suffered damage covered by the policy and the repair cost is more than 60% of its current new list price including VAT (where appropriate). 	

EXCLUSIONS WHICH APPLY TO SECTIONS 1, 2 AND 3

What is not covered
<ol style="list-style-type: none"> 1. Loss or damage caused by wear and tear. 2. Loss or damage caused by loss of value. 3. Any part of a repair or replacement which improves your car beyond its condition before the loss or damage occurred. 4. Damage caused by mechanical, electrical, electronic or computer breakdowns, breakages or failures. 5. Loss of use or other loss such as travel costs or loss of earnings. 6. Loss or damage to any trailer or vehicle, including contents which is being towed by your car. 7. Damage resulting from your car being taken, without your permission, by: <ul style="list-style-type: none"> • 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. <p>(this exception does not apply if the person driving is reported to the police for taking your car without your permission);</p> 8. Damage to tyres caused by punctures, cuts or bursts. 9. Accidental damage to keys. 10. Loss resulting from your car being repossessed and returned to its rightful owner.

HOW WE WILL SETTLE A CLAIM UNDER SECTIONS 1, 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**.

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 economically repaired based on its **market value**, we will pay either:
 - a. the **market value**, or
 - b. the cost of a replacement new car (Sections 2B and 3B).

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

Leased Batteries for Electric Cars

Claims will be settled in accordance with the above with the exception that the leased battery will remain the property of the Leaseholder.

C. Hiring and other agreements

If we are aware that **you** are paying for **your car**, or any part of **your car** (for example a leasehold battery for an electric car) by hire purchase or under a leasing agreement we will either:

- pay the cost of replacement to any company to which **you** are liable under the hire purchase or leasing agreement. If **you** have the right to keep **your car** at the end of the agreement and the amount **you** owe is less than the proceeds of **your claim**, we will pay **you** the difference.
- replace **your car**, or any part of **your car** if we have the permission of the company from which **you** are buying or leasing **your car** to do so.

D. Recovery and redelivery

As well as paying for damage to **your car**, we will also pay costs for the following:

- If **your car** cannot be driven due to the 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.

E. 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.

F. Uninsured driver claims

If **your car** is hit by an uninsured driver who is identified and the claim is settled in **your favour**:

- **your excess** will be refunded
- any **No Claim Bonus** that was reduced at policy renewal will be reinstated

any premium you are owed from **No Claim Bonus** reduction will be refunded.

G. Car repairs

If **you** use one of our recommended repairers we will:

- collect **your damaged car**
- commence the repair process as soon as possible
- provide a guarantee on all repairs for as long as you own the car – 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 **guaranteed hire car** for the duration of repairs and
- provide insurance for the **guaranteed hire car** provided whilst **yours** is being repaired

If **you** choose not to use one of our recommended repairers we will:

- require an 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.

We won't be able to supply a **guaranteed hire car** if you do not use our recommended repairers, unless **you** have purchased **Section 6 – Guaranteed hire car upgrade**.

If **you** have purchased this cover please refer to **Section 6 – Guaranteed hire car upgrade** for full details of the cover.



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SECTION 4: LEGAL RESPONSIBILITY TO THIRD PARTIES

Injury to other people and damage to third party property

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 the amount shown as 'Your legal responsibilities to third parties' on **your Schedule**, 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 the amount shown as 'Your legal responsibilities to third parties' on **your Schedule**, 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 registered in and being driven in the **British Isles**.

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. Legal costs or expenses related to charges connected with speeding, driving under the influence of alcohol or drugs, or for parking offences.



What is covered

C. Cover for other people

We will also provide the cover under section A for:

- 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**
- accidents caused by any electric charging cables when attached to **your car** as long as **you** have taken due care to prevent such an accident
- any employer of a person detailed on **your Certificate of Motor Insurance**, provided that:
 - **your car** is not owned, leased or hired by them
 - the purpose for which **your car** is being used is allowed by **your Certificate of Motor Insurance**
 - they have **your** permission to drive **your car**.
- the legal representatives of any person who dies and who would have been covered under this section.

D. Cover for legal costs and expenses

If there is an accident covered by this policy, **we** have the option to pay the reasonable legal costs and/or expenses to defend or represent **you** or any driver covered by this policy for:

- the costs of defence against a charge of manslaughter or causing death by dangerous driving.
- solicitors' fees at a coroner's inquest, fatal inquiry or magistrates' court.
- other legal fees, costs and expenses which **we** have agreed to in writing.

You must have **our** written permission before agreeing to any of the above costs

E. 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

Please see the previous page.

SECTION 5: NO CLAIM BONUS

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 below.

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:		
	One Claim New No Claim Bonus	Two Claims New No Claim Bonus	Three or more Claims New No Claim Bonus
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

You cannot transfer **your No Claim Bonus** to anyone else.

Claims for the following will not affect **your No Claim Bonus**.

A claim:

- under **Section 1: Windscreen and windows**.
 - for fees for emergency treatment under **Section 4: Legal responsibility to third parties**.
 - under **Section 7: Personal accident**.
 - under **Section 9: Wrong fuel**.
 - under **Section 13: Legal assistance plan**.
 - under **Section 14: Breakdown**.
 - where the incident is caused by an identified uninsured driver.
 - where **we** have been able to recover full costs and losses.
 - vandalism claims on the conditions that:
 - the incident has not been caused by another vehicle, and
 - the Police have been notified and
 - a crime reference number has been obtained.
- If **we** allow a **No Claim Bonus** in excess of that actually earned, only the true earned **No Claim Bonus** will be stated on **your Schedule**. Any additional unearned introductory bonus may be reduced in the event of a claim.

No Claim Bonus Protection

This section only applies if listed on **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 **your policy**
- we** will not cancel **your policy** as a result of the number of claims made under **your policy**.

The following also applies:

- 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.
- Your No Claim Bonus Protection** will end if **your policy** runs out or is cancelled under the terms.
- Your premium** may change if **we** are told about a change to **your policy** or when **you** renew **your policy** because **we** have increased premiums generally, or because **you** have made a claim.



SECTION 6: GUARANTEED HIRE CAR

This section only applies if it is listed on **your Schedule**.

What is covered	What is not covered
<p>If you make a claim under section 2 or section 3 of your policy and your car is repaired by a recommended repairer, they will give you a guaranteed hire car for the duration of the repairs.</p> <p>We will supply a class A hire car (for example a small three door hatchback), provided the damage/loss to your car is as a result of a claim covered under this policy.</p>	<p>If your car is stolen or has been declared a total loss we will not provide a guaranteed hire car unless Guaranteed hire car upgrade has been selected.</p> <p>We won't be able to supply a guaranteed hire car if you do not use our recommended repairers unless Guaranteed hire car upgrade has been selected.</p>
<p>If you have a disability where your needs cannot be met by a guaranteed hire car, we will pay up to the limit shown on your Schedule towards travel costs.</p>	
<p>Any 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.</p>	

Guaranteed hire car upgrade

This upgrade only applies if it is listed on **your Schedule**.

What is covered	What is not covered
<p>Guaranteed hire car upgrade will provide a hire car in the following scenarios:</p> <ul style="list-style-type: none"> • If your car is stolen and not recovered • If your car has been declared a total loss • If you choose to have your car repaired at a non-recommended repairer. <p>We will supply a class A hire car (for example a small three door hatchback) up to the limit shown on your Schedule provided the damage/loss to your car is as a result of a claim covered under this policy.</p>	<p>We will only pay for your guaranteed hire car for one of the reasons specified and up to the number of days limit shown on your Schedule for any one claim.</p>
<p>If you have a disability where your needs cannot be met by a guaranteed hire car, we will pay up to the limit shown on your Schedule towards travel costs.</p>	
<p>Any 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.</p>	

Conditions for Section 6 - Guaranteed hire car cover

Applicable to both levels of guaranteed car hire cover:

- 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.
- 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.
- The supplier will:
 - require **you** to give access to the **driver's** DVLA driving licence information before the hire car can be released for the **driver's** use

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- 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.
- d. Cancellation:
- You** may cancel the **guaranteed hire car** upgrade section of **your 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 contact **you** either in writing to **your** last known address or by email giving

- you** at least seven days notice. This letter will confirm any action required from **you**, together with the date from which **your policy** will be cancelled if **you** do not comply with **our** requirements. Full details can be found in Condition G of your policy wording.
- We** will not be able to provide a **guaranteed hire car** if **you** are involved in an incident whilst abroad.
 - You** may only use the **guaranteed hire car** in the **British Isles**, unless we give **you** permission and appropriate insurance cover.

SECTION 7: PERSONAL ACCIDENT

This section only applies if it is listed on **your Schedule**.

What is covered	What is not covered
<p>We will pay the amount shown as 'Personal accident' on your Schedule if you or your partner are accidentally injured:</p> <ul style="list-style-type: none"> in any car, or while getting into or out of any car. 	<p>We do not cover the following:</p> <ol style="list-style-type: none"> Death by suicide, or injury caused by attempted suicide . If anyone claiming is convicted in connection with the incident of a drink-driving offence or of driving under the influence of drugs 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 their blood than is allowed by law.
<p>The injury must be directly connected with the car and the only cause within three months of:</p> <ul style="list-style-type: none"> death or permanent loss of sight in one or both eyes or loss of one or more limbs at or above the wrist or ankle, or permanent loss of use of one or more limbs. 	
<p>You and your partner must keep to the law relating to seatbelts.</p>	
<p>We will only pay one benefit for death or injury to any person for any one incident.</p>	

SECTION 8: EMERGENCY CARE

This section only applies if it is listed on **your Schedule**.

What is covered
<p>Medical expenses</p> <p>We will pay benefit up to the amount shown as 'Medical expenses' on your Schedule for the cost of medical treatment for anyone injured in an accident in your car.</p>
<p>Emergency overnight accommodation</p> <p>We will pay up to the amount shown as 'Emergency overnight accommodation' on your Schedule for necessary expenses for emergency accommodation if you or any other driver:</p> <ul style="list-style-type: none"> cannot use your car during a journey as a result of loss or damage which we cover, and cannot reach your destination.
<p>Replacement locks</p> <p>We will pay benefit up to the amount shown as 'Replacement locks' on your Schedule.</p> <p>We cover theft or accidental loss of your car key(s).</p> <p>We will settle the claim by paying to replace the appropriate locks or locking mechanism.</p>



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SECTION 9: WRONG FUEL

This section only applies if it is listed on [your Schedule](#).

What is covered	What is not covered
<p>If you or any driver fill your car accidentally with the wrong fuel we will pay the costs to:</p> <ul style="list-style-type: none"> • Drain and flush your fuel tank on site using a specialist roadside vehicle and sufficient fuel to get your car mobile or • Recover your car and your passengers to the nearest suitable repairer to drain and flush the fuel tank and sufficient fuel to get your car mobile • Onward transportation of our choice for you and your passengers to either your home or destination • Delivery of your car after it's repaired to your home address as long as it's in Great Britain. 	<ol style="list-style-type: none"> 1. For drain engine: any excess shown under 'Wrong Fuel – Engine Drain' on your Schedule. 2. Loss of value 3. Wear and tear 4. Loss of use 5. Replacement of the fuel filter. <p>If the engine has been damaged after as a result of the wrong fuel being used, this cover will not apply. Cover will be provided under Section 2 – Damage to your car and its accessories.</p>

SECTION 10: SATNAVS, PHONES AND ENTERTAINMENT SYSTEMS

This section only applies if it is listed on [your Schedule](#).

In-car entertainment equipment which is part of **your car's** original specification is considered to be part of **your car** and not subject to the limit shown as 'in-car entertainment' on [your Schedule](#).

In-car entertainment equipment which is not part of **your car's** original specification will be covered under this section, but will be subject to the limit shown as 'in-car entertainment' on [your Schedule](#).

In-car entertainment equipment is defined as:

- 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 DVD players and games consoles.

With the exception of portable navigation equipment the above must be permanently fitted in **your car** for this cover to apply.

Any claim for loss or damage for this equipment will be settled under [Section 2 – Damage to your car and its accessories](#) or [Section 3 – Fire and theft of this policy](#).

What is covered	What is not covered
<p>We will pay up to the amount shown as 'In-Car Entertainment' on your Schedule.</p> <p>We will decide to pay for either</p> <ul style="list-style-type: none"> • the damage to be repaired or • the item to be replaced with property of similar quality and value at the time of the incident <p>The most we will pay is the limit shown on your Schedule for in-car entertainment.</p>	<ol style="list-style-type: none"> 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.

SECTION 10 (CONTINUED)

What is covered	What is not covered
Please see the previous page.	<p>4. Loss or damage to your car if:</p> <ul style="list-style-type: none"> • your car is unlocked or • any entry point to your car (for example a window or sunroof) is left open or unlocked or • your car's removable roof or hood is not secured and locked or • your car has been left unattended and unlocked with the car key(s) in or on the vehicle • the incident hasn't been reported to the Police. <p>5. Loss or damage to in-car equipment as a result fraud or trickery.</p> <p>6. Payment can only be made under this section if a claim is made under Section 2 – Damage to your car and its accessories or Section 3 – Fire and theft.</p>

SECTION 11: PERSONAL BELONGINGS

This section only applies if it is listed on **your Schedule**.

What is covered	What is not covered
<p>We cover loss of or damage to personal belongings in or on your car up to the amount shown as 'Personal belongings' on your Schedule. We will pay you or, if you prefer, the owner of the property.</p>	<ol style="list-style-type: none"> 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 belongings 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 belongings carried in or on a trailer 4. Wear, tear, loss of value and loss of use 5. Any loss or damage as a result of theft or attempted theft if: <ul style="list-style-type: none"> • your car is unlocked or • any entry point to your car (for example a window or sunroof) is left open or unlocked or • your car's removable roof or hood is not secured and locked or • your car has been left unattended and unlocked with the car key(s) 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 9. Payment can only be made under this section if a claim is made under Section 2 – Damage to your car and its accessories or Section 3 – Fire and theft.

SECTION 12: TERRITORIAL LIMITS AND DRIVING YOUR CAR ABROAD

Territorial Limits

This **policy** provides the cover shown on **your Schedule** whilst **your car** is in the **British Isles**.

It also provides the minimum cover **you** need by law to use **your car** in:

- Any country which is a member of the European Union
- 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, so 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.

Extending your policy cover abroad

If **you** want to extend **your policy** cover when **you** are driving abroad to the same as **you** have in the **British Isles**, **you** will need to:

- Contact **us** before **you** travel
- Confirm the countries **you** are visiting
- Pay any extra premium required to extend the policy cover.

This cover extension also includes transportation of **your car** as per the territorial limits above.

Please take **your Certificate of Motor Insurance** and the European Accident Statement abroad with **you**. Also check www.fco.gov.uk for information on what **you** must take with **you** while driving in foreign countries.

If **you** are involved in an accident abroad, don't sign anything (particularly if it's written in a foreign language) until **you** are certain **you** understand and agree with every word.

What is not covered

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

As per **Section 4b (Your cover while driving any other car)**, there is no policy cover when driving any other motor car outside of the **British Isles**.



SECTION 13: LEGAL ASSISTANCE PLAN

This section only applies if it is listed on **your Schedule**.

Definitions which apply to Section 13: Legal Assistance Plan

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

Legal expenses

Legal fees, costs and other expenses:

- a. which **your Legal Representative** charges **you** in connection with bringing a claim for **Uninsured Losses**
- b. 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 expenses must be agreed by **us** and will be assessed on a standard basis or in accordance with any fixed recoverable costs scheme if applicable.

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** and which gives rise to **Uninsured Losses**.

Reasonable Prospects

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

Road Traffic Proceedings

Criminal proceedings brought against **you** for any offence under the road traffic laws whilst using **your car** within the **British Isles** in relation to a **Motor Accident** (other than those which are already provided for under Section 4 - Part B and 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 on 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:

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:

1. 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
2. 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.

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.

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.

What is not covered under A, B & 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**.

What is covered

A. (Continued)

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 relation to Legal Assistance Plan on **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 on **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 & C

Please see previous page.



What is covered

D. MORE TH>N Care

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

Any claim under Part D – **MORE TH>N Care** (of this **Policy**) that has not been reported to **us** within seven days of the **Motor Accident**.

The cost of any treatment that has not been agreed with **us**.

Conditions which apply to Section 13 – Legal Assistance Plan

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:

- your** claim has **Reasonable Prospects**, and
- 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 two 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 contact you either in writing to your last known address or by email giving you at least seven days notice. We 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 14: BREAKDOWN

This section only applies if it is listed on **your Schedule**. The cover provided will depend upon the level of breakdown cover shown on **your Schedule**.

Definitions which apply to Section 14: Breakdown

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**.

Breakdown

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

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.

Roadside assistance

This section only applies if it is listed on **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.

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.

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.

What is covered	What is not covered
<p>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.</p> <p>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.</p>	<ol style="list-style-type: none"> Emergency assistance at or within one mile of your home address, or where your car is normally kept, except where you have cover under 'Homecall'. 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 'Recovery'. We will charge you for mileage that is more than 10 miles.
<p>If the breakdown has been caused by your car running out of fuel, we will provide emergency assistance for replacement fuel.</p>	
<p>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.</p>	
<p>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.</p>	
<p>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.</p>	



Recovery

This section only applies if it is listed on **your Schedule**.

What is covered	What is not covered
<p>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.</p> <p>We will also pay the cost of the following:</p> <ul style="list-style-type: none"> 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. <p>We will do this by providing:</p> <ul style="list-style-type: none"> 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. <p>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.</p>	<ol style="list-style-type: none"> Emergency assistance at or within one mile of your home address, or where your car is normally kept, except where 'Homecall' also applies. 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 14 – Breakdown – Conditions, D Conditions of car hire).

Homecall

This section only applies if it is listed on **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	What is not covered
<p>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.</p> <p>If your car cannot be made roadworthy, we will arrange for it to be taken to a repairer of your choice.</p>	<ol style="list-style-type: none"> The cost of transporting your car to a repairer more than 10 miles from the scene of the breakdown, except where '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 on **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, Hungary, Iceland, Israel, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Montenegro, Morocco, The Netherlands, Norway, Poland, Portugal, Romania, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Tunisia and Turkey.

What is covered	What is not covered
<p>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.</p> <p>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.</p>	<p>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 14 – Breakdown – Conditions, D Conditions of car hire).</p>
<p>We will also pay for the following:</p> <ul style="list-style-type: none"> continuing the journey to the destination or to the repairer, for the driver and up to eight passengers. <p>We will do this by providing:</p> <ul style="list-style-type: none"> 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' on your Schedule), or an alternative form of transport of our choice. <p>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 on your Schedule.</p>	
<p>If your car cannot be made roadworthy by the intended date of your return to the United Kingdom, we will pay for the following:</p> <ul style="list-style-type: none"> 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. 	
<p>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.</p>	



European Assistance (Continued)

What is covered	What is not covered
<p>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.</p>	<p>Please see previous page.</p>
<p>If the breakdown has been caused by your car running out of fuel, we will provide emergency assistance for replacement fuel.</p>	
<p>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.</p>	
<p>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.</p>	
<p>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.</p> <p>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 of your Schedule which refers to European assistance and marked 'European tent hire'.</p>	



Conditions which apply to Section 14 - Breakdown Cover

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.

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 you become aware 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 appropriate proportion of **your** premium calculated 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 1 – Windscreen and windows** or **Section 14 – 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 five breakdowns occurring within any one **period of insurance** or where there is a valid reason for doing so. If **we** do this, **we** will contact you either in writing to **your** last known address or by email giving you at least seven 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** wording. **We** will then refund the appropriate proportion of the premium already paid in respect of this section for the remaining **period of insurance**.



Exclusions that apply to Section 14 – Breakdown Cover

Applicable to all levels of breakdown cover.

What is not covered

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 permitted, 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 '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.



CONDITIONS THAT APPLY TO THE WHOLE POLICY

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 **you** become aware of 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 **you** become aware.

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

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.

Claims conditions require that **you** must give **us** any help or information **we** need.

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** or dashboard camera footage 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**.

Data may be used to defend a claim by providing it to third party claimants or their representatives.

C. Fraud

If **you** commit fraud in connection with **your** application for this **policy** or with any changes to it, or if **you**, any person insured under this **policy** or anyone acting on **your** behalf attempts to deceive **us** or knowingly makes a fraudulent, false or exaggerated claim:

- **your policy** may be cancelled with immediate effect or voided from the inception date;
- **we** may reject **your** claim and any subsequent claims;
- **we** may keep any premium you have paid.

We will also decide whether to:

- pass details to the Police and fraud prevention agencies
- serve **you** with the stated notice of cancellation on all other policies **you** hold with **us**.

If a fraudulent, false or exaggerated claim has been made under any other policy **you** hold with **us**, **we** may cancel this policy.

D. Licence checking

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

You must check with every **driver** who will drive **your car** (even if **you** are providing driving licence number(s) for them) and inform **us** if they have:

- any convictions, fixed penalties or endorsements noted on the licence
- a provisional licence
- a licence issued outside the UK.

E. Looking after your car

You and any other **driver** must:

- do everything possible to prevent loss or damage to **your car** or any contents
- keep **your car** or any **guaranteed hire car** in good condition.
- make sure **your car** is roadworthy
- make sure any security device fitted to **your car** by the manufacturer is operational when **your car** is left unattended
- ensure you have a valid Department for Transport Test Certificate (MOT) for **your car** if one is needed by law.

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**.

If **your** windscreen is replaced following a claim on **your policy**, **you** must agree that any **Advanced Driver Assistance System** in or on **your** windscreen is reset by **us** at no additional cost to **you**.

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.

F. Cancelling your policy

Cancellation by us

Where there is a valid reason for **us** to cancel **your policy** **we** will do so by giving **you** at least seven days notice either in writing to **your** last known address or by email. **We** 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 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.
- Where **we** have been unable to collect a premium payment
- Failing to provide information or documentation requested by **us**. This could include but is not limited to:
 - Proof of No Claim Bonus
 - 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.
- **We** discover that **you** have used fraud to obtain another policy underwritten by **us** or with any other insurance company.
- **We** discover that **you** have used fraud to make or exaggerate a claim under any of **our** underwritten policies or with any other insurance company.
- Where there are changes to **your** circumstances which mean **you** no longer meet **our** criteria for providing motor insurance.

When **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.

If **your policy** is cancelled after an event which may lead to a claim, **you** must pay **us** the rest of **your** premium up until the next renewal date.

You can cancel **your policy** by contacting **us** by telephone or in writing. Please see the 'Policy Cancellation' section of **your policy Schedule** for terms and fees applicable.

Cancellation by you

You can cancel **your policy** by contacting **us** by telephone or in writing. Please see the 'Policy Cancellation' section of your **policy Schedule** for terms and fees applicable.

If **you** cancel within 14 days of the date **you** received **your policy** documents **we** will give **you** back **your** money provided there have been no claims under this policy.

If **you** cancel after those 14 days have passed and no claims have, or will be, made under the policy then **we** will return any premium paid less:

- a charge for the number of days for which cover has been given; and
- an administration fee as shown in **your schedule**.

We will not refund any premium if **you** have made a claim or if one has been made against **you** during the period of cover regardless of whether **you** pay annually or by monthly instalments under a linked loan agreement.

You won't be able to cancel **your policy** if **we** have already issued **our** 7 day cancellation notice to **you** as a result of **us** detecting fraudulent activity.

G. 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 4 – part B**)
- if a person other than **you** is driving **your car** and is covered by another insurance (see exclusion 5 of 'What is not covered' in **Section 4**).

H. Taking over your rights

If **you** make a claim, **you** must be prepared to take any steps **we** ask **you** to take to protect **your** rights. **You** must also be prepared to allow **us** to act in **your** name and take any 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.

I. 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 H.M. Revenue & Customs.

J. 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.

K. 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**.

L. Administration fees

An administration fee will be made if **your policy** has to be changed. Full details of the charges applicable can be found on the latest version of **your Schedule**.

M. Contact details

You must tell **us** as soon as **you** become aware of any change to **your** telephone number, email or postal address.

N. Provision of false information

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take reasonable care not to make a misrepresentation to **us**. **We** interpret this to mean that **you** must take care to answer all questions honestly and to the best of **your** knowledge. **Your** policy may be declared void and **you** will not be entitled to any benefits or help if **you** falsely represent or fail to fully and accurately disclose, the answers to requested information as part of **your** application for this insurance; or any further changes **you** ask for under this policy.

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

- **your** eligibility for this **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, including claims being rejected or not fully paid.

Where **you** have provided false information, **we** reserve the right to cancel **your policy** with immediate effect and without providing **you** with any warning. If the postal address used is known to be fraudulent no postal notification of the

cancellation will be issued. This is independent of the rights and obligations in **Condition F** above.

In these circumstances, **Condition J. Our right to reclaim payments - conditions that 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.

O. 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.

P. Law and language 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.

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



EXCLUSIONS THAT APPLY TO THE WHOLE POLICY

A. Use and driving

With the exception of our legal liabilities under the Road Traffic Act 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
- used for criminal purposes
- deliberately used to cause harm, loss or damage.

This does not apply to claims under Sections 1, 2, or 3 if **your car** is in the care of:

- a garage or similar motor trade organisation for servicing or repair, or
- a hotel, restaurant or car-parking service 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 the Road Traffic Act.

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 exclusion does not apply to **Section 4**.

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 exclusion does not apply if **we** must provide cover under the Road Traffic Act.

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. Recovery of seized cars

We will not cover securing the release of a motor car, other than **your car**, which has been seized by, or on behalf of, any government or public authority.

K. Driving under the influence of drink or drugs

We will not pay more than **our** legal liability under the relevant road traffic legislation for any claim, if the **driver** of the car insured by **us** at the time of the incident is:

- convicted of driving whilst under the influence of drink or drugs, or
- convicted of failure to provide a specimen when requested by the Police or other official body.

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 13**.



HOW TO MAKE A COMPLAINT

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.

Our promise to you

We will:

- acknowledge your complaint promptly;
- investigate your complaint quickly and thoroughly;
- keep you informed of progress;
- do everything possible to resolve your complaint fairly;
- ensure you are clear on how to escalate your complaint, if necessary

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 informally, within three business days. Where we have been able to, we will send you a letter confirming this. We'll also explain how you may be able to refer the matter to the Financial Ombudsman Service if you subsequently decide that you are unhappy with the outcome.

Step 2

In the unlikely event that we are unable to resolve your concerns through our informal complaints process, our Customer Relations Team will then review the matter on behalf of our Chief Executive. Once our Customer Relations Team have reviewed your complaint they will send you a final decision in writing within 8 weeks of the date we received your complaint.

Our customer relations team's contact details are as follows:

Post: MORE TH>N, Customer Relations Team,
PO Box 255, Wymondham NR18 8DP

If you are still unhappy

If you are still unhappy after our customer relations team's review, or you have not received a written offer of resolution within 8 weeks of the date we received your complaint, you may be eligible to refer your case to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent body that arbitrates on complaints. They can be contacted at:

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

Telephone: 0800 023 4567
(free from mobile phones and landlines)
0300 123 9123
(costs no more than calls to 01 or 02 numbers)

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

Website: www.financial-ombudsman.org.uk

You have 6 months from the date of our final response to refer your complaint to the Financial Ombudsman Service. This does not affect your right to take legal action, however, the Financial Ombudsman Service will not adjudicate on any case where litigation has commenced.

Compensation

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



Check with us what protection the Financial Services Compensation Scheme offers you
www.fscs.org.uk

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 will apologise and aim to do everything possible to put things right.



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HOW WE USE YOUR PERSONAL 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.



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

Will we share your personal information with anyone else?

We do not disclose your information outside of RSA except:

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

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

Which decisions made about you will be automated?

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

- **Pricing and Underwriting** – this process calculates the insurance risks based on the information that you have supplied. This will be used to calculate the premium you will have to pay.

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

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

For how long will we keep your information?

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

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

Will you be contacted for marketing purposes?

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

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

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

We may use the information which we collect about you to show you relevant advertising on third-party websites (e.g. Facebook, and Google). This could involve showing you an advertising message where through the use of cookies, we



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know you have browsed our products and services. If you don't want to be shown targeted advertising messages from us, you can change the advertising setting on some third-party sites and some browsers to block our adverts.

Your information is incorrect what should you do?

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

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

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

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

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

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

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

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

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

Our Privacy Notice

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

How you can contact us about this Privacy Notice?

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

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

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

How you can lodge a complaint?

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

If you are not satisfied with our response or believe we are not processing your personal information in compliance with UK Data Protection laws, you may lodge a complaint to the Information Commissioner's Office, whose contact details are; Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF.



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