

MORE THAN[®]

CAR INSURANCE



EVERYTHING
EXPLAINED

Your Policy Wording
(Please keep this safe)

WELCOME TO MORE TH>N CAR INSURANCE

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

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

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

Insuring your car with us means more than just great value cover. We go the extra mile to give you the best service too. Of course we hope you don't ever need to make a claim. But, if you do, you'll benefit from a dedicated level of service from our claims team. They will take care of everything for you, ensuring you are kept informed of progress and that the whole claims process is as smooth as possible. They are available 24 hours a day in case of emergency and recovery.

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

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

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

WHAT IS COVERED

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

WHAT IS NOT COVERED

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

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

YOUR CAR INSURANCE POLICY

This is your MORE TH>N car insurance policy booklet.

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

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

- part of your application for this insurance; or
- any further changes you ask for under this policy;

you falsely represent or fail to fully and accurately disclose, the answers to the requested information.

For example, this could include:

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

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

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

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

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.

We hope you are happy with your policy. If you are not, please send us any paper copies of the Certificate of Motor Insurance. For full details please see the cancellation section of the policy Schedule. Any refund of premium will be subject to the administration charges shown on your Schedule.

CONTENTS

Please note that NOT ALL of the sections listed below will apply to your policy. Those which do apply are listed in your Schedule.

	Page
POLICY DEFINITIONS	5
SECTION 1 – YOUR LEGAL RESPONSIBILITIES TO THIRD PARTIES	6
SECTION 2 – LOSS AND DAMAGE TO YOUR CAR	7
SECTION 3 – FIRE AND THEFT TO YOUR CAR	8
SECTION 4 – NO CLAIM BONUS	9
SECTION 5 – FOREIGN USE EXTENSION	9
SECTION 6 – LEGAL ASSISTANCE PLAN	10
SECTION 7 – TEMPORARY HIRE CAR	13
SECTION 8 – WINDSCREEN	14
SECTION 9 – BREAKDOWN	15
SECTION 10 – PERSONAL ACCIDENT	19
SECTION 11 – EMERGENCY CARE	19
SECTION 12 – IN CAR ENTERTAINMENT	20
SECTION 13 – PERSONAL EFFECTS	20
POLICY CONDITIONS	21
POLICY EXCEPTIONS	23
WHAT YOU SHOULD DO IF THERE IS AN ACCIDENT OR THEFT	24
WHAT YOU SHOULD DO IF YOU WANT TO TAKE YOUR CAR ABROAD	25
WHAT YOU SHOULD DO WHEN CIRCUMSTANCES CHANGE	25
COMPLAINTS PROCEDURE	26
HOW WE USE YOUR INFORMATION	27
HOW TO MAKE YOUR CAR MORE SECURE	28
HELPLINES – HOW TO CONTACT US	29

POLICY DEFINITIONS

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

Accessories

Accessories are defined as:

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

British Isles

The **British Isles** are:

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

Certificate of Motor Insurance

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

Driver

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

Family

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

Excess

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

Key(s)

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

Temporary hire car

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

Market value

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

No Claim Bonus

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

Period of insurance

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

Policy

Your policy is made up of:

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

Schedule

The document which describes:

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

Territorial limits

These are:

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

Terrorism

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

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

Total loss

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

Trailer

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

We, us, our

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

You, your

The person named as the policyholder in:

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

Your car

The car:

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

Your partner

The **partner**, husband or wife of the policyholder living at the same address as the policyholder. This does not include business partners or associates.

SECTION 1 – YOUR LEGAL RESPONSIBILITY TO THIRD PARTIES

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

WHAT IS COVERED

A. Your cover while driving or using your car

This **policy** covers **you** for the cost of any claims if **you** are legally responsible for:

- causing injury to or the death of anyone; or
- the damage **you** cause to another person's property, including damage caused by a trailer attached to **your car** (we will pay up to £20,000,000, including legal costs, for any claim or claims arising from one incident).

B. Your cover while driving any other car

This **policy** covers **you** for the cost of any claims if **you** are legally responsible for:

- causing injury to or the death of anyone; or
- the damage **you** cause to another person's property (we will pay up to £20,000,000, including legal costs, for any claim or claims arising from one incident).

You are covered while driving any other car only if all the following apply:

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

C. Cover for other people

This **policy** also covers the following people while using **your car** against their legal responsibility to pay for causing injury to or the death of anyone or damaging another person's property (we will pay up to £20,000,000, including legal costs, for any claim or claims arising from one incident):

- any person, while driving **your car** with **your** permission, who is insured by this **policy**;
- any passenger travelling in, or getting into or out of, **your car**;
- any employer of a person detailed on **your Certificate of Motor Insurance** who is driving **your car** with **your** permission provided that the purpose for which **your car** is used is allowed by **your Certificate of Motor Insurance**;
- the legal representatives of any person who dies and who would have been covered under this section.

D. Cover for legal costs and expenses

We cover **you** and those people in **Section 1** – for the following for any incident which might involve legal liability under **your policy**.

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

E. Cover abroad

We provide the minimum cover required by law to allow **you** to use **your car** in any of the following countries:

- any country which is a member of the European Union;
- any other country which meets the motor insurance Directives of, and which is approved by, the European Commission.

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

F. Emergency treatment fees

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

WHAT IS NOT COVERED

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

SECTION 2 – LOSS AND DAMAGE TO YOUR CAR

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

WHAT IS COVERED

A. Loss and damage

We cover loss of or damage to:

- **your car**;
- **accessories** and spare parts which are fitted into or onto **your car** or kept in **your private garage**.
- a **trailer** (if **your Schedule** shows that **you** have this cover).

B. New car replacement

If you buy **your car** new and within 12 months it is:

- stolen and not recovered; or
- damaged and the repair cost is more than 60% of its current new list price including VAT (where appropriate);

We may replace it with a new car of the same UK specification.

C. Recovery and redelivery

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

- If **your car** cannot be driven due to the loss or damage, removing it and taking it to one of **our Recommended Repairers** or the nearest suitable repairer. We may take **your car** to a safe place of storage while awaiting repair or disposal.
- After **your car** is repaired we will deliver it to **you** at **your address** as long as it is in Great Britain.

WHAT IS NOT COVERED

1. Any **excess** shown under 'Accidental damage excess' in **your Schedule** for any loss or damage to **your car**. This **excess** will not apply to loss or damage caused by fire, theft and attempted theft.
This **excess** will not apply to loss or damage caused if **your car** is involved in an Incident that is caused by an identified uninsured driver.
2. Any additional **excess** shown in **your Schedule** for young or inexperienced drivers for any loss or damage while **your car** is being driven by them or in their care. This **excess** will not apply when **your car** is in the care of:
 - a garage or similar motor trade organisation for servicing or repair;
 - or a hotel or restaurant for the purpose of parking.
3. Any **excess** shown under 'Fire' or 'Theft excess' in **your Schedule** for any loss or damage to **your car** which is caused by fire, theft or attempted theft. These **excesses** will not apply if **your car** is in **your locked private garage** at the time of the fire, theft or attempted theft.
4. Loss of value.
5. Wear and tear.
6. Loss of use.
7. Loss or damage to a part that breaks or fails and any resulting loss or damage caused to any other parts.
8. Damage to tyres caused by punctures, cuts or bursts.
9. Loss or damage resulting from **your car** being taken, without **your permission**, by:
 - **your partner**;
 - **your boyfriend** or girlfriend;
 - **your children** (including step and foster children);
 - domestic staff in your employ;
 - anyone who normally lives with **you**;
 - or a member of **your Family**.
10. Any loss or damage to **your car** as a result of theft or attempted theft if:
 - **your car** is unlocked;
 - **your car** windows are open;
 - **your car** sun roof is left open or unlocked;
 - **your car** removable roof panel is not attached and locked
 - **your car** convertible roof or hood is not secured and locked;
 - **your car key(s)** are in, or on **your car**; or
 - **your car** has been left unattended with the engine running when there is no-one in it.
11. Loss or damage caused by deception.
12. Any **excess** shown against 'Accidental damage' beneath the heading 'Total excesses applying' in **your schedule** for any loss or damage to **your car**. This **excess** will not apply to loss or damage if **your car** is involved in an Incident that is caused by an identified uninsured driver.

SECTION 3 – FIRE AND THEFT TO YOUR CAR

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

WHAT IS COVERED

A. Loss

We cover loss or damage caused by fire, lightning, explosion, theft or attempted theft to:

- **your car**; and
- **accessories** and spare parts which are fitted into or onto **your car** or kept in **your private garage**.
- a **trailer** (if **your Schedule** shows that **you** have this cover).

B. New car replacement

If **you** buy **your car** new and within 12 months it is:

- stolen and not recovered; or
- damaged and the repair cost is more than 60% of its current new list price including VAT (where appropriate);

We may replace it with a new car of the same UK specification.

C. Recovery and redelivery

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

- if **your car** cannot be driven due to the loss or damage, removing it and taking it to one of **our Recommended Repairers** or the nearest suitable repairer. We may take **your car** to a safe place of storage while awaiting repair or disposal;
- after **your car** is repaired we will deliver it to **you** at **your address** as long as it is in Great Britain.

WHAT IS NOT COVERED

1. Any **excess** shown under 'Fire' or 'Theft **excess**' in **your Schedule** for any loss or damage to **your car** which is caused by fire, theft or attempted theft. These **excesses** will not apply if **your car** is in **your** locked private garage at the time of the fire, theft or attempted theft.
2. Loss of value.
3. Wear and tear.
4. Loss of use.
5. Loss or damage to a part that breaks or fails and any resulting loss or damage caused to any other parts.
6. Damage to tyres caused by punctures, cuts or bursts.
7. Loss or damage resulting from **your car** being taken, without **your** permission, by:
 - **your partner**;
 - **your** boyfriend or girlfriend;
 - **your** children (including step and foster children);
 - domestic staff in your employ;
 - anyone who normally lives with **you**;
 - or a member of **your Family**.
8. Any loss or damage to **your car** as a result of theft or attempted theft if:
 - **your car** is unlocked;
 - **your car** windows are open;
 - **your car** sun roof is left open or unlocked;
 - **your car** removable roof panel is not attached and locked;
 - **your car** convertible roof or hood is not secured and locked;
 - **your car** key(s) are in, or on **your car**; or
 - **your car** has been left unattended with the engine running when there is no-one in it.
9. Loss or damage caused by deception.

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

A. THE MAXIMUM AMOUNTS WE WILL COVER

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

B. HOW WE WILL SETTLE YOUR CLAIM

If the loss or damage is covered under **your policy**, we will settle **your** claim as explained below.

If **your car** is lost or damaged we:

- may choose to repair the damage or pay the amount of loss or damage;
- may decide to use recycled parts or parts or accessories that are not supplied by the original manufacturer.

- if **your car** is lost and never found, or if in **our** view, it cannot be repaired for a reasonable cost, **we** will pay either:
 - a) the **market value**; or
 - b) the cost of a replacement new car (Sections 2B and 3B)
- **we** will deal with a claim for loss or damage to a **trailer** in the same way, as long as cover for the **trailer** is shown on **your Schedule**.

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

C. HIRING AND OTHER AGREEMENTS

If **we** know **you** are paying for **your car** by hire purchase or under a leasing agreement then **we** will do either of the following:

- if **we** are paying the cost of replacing the car, **we** will pay the proceeds of the claim to the company to which **you** are liable under the hire purchase agreement or from which **you** are leasing **your car**. If **you** owe less than the proceeds of **your** claim, **we** will pay **you** the difference;
- if **we** replace the car, **we** must have the permission of the company from which **you** are buying or leasing **your car** to do so.

SECTION 4 – A. NO CLAIM BONUS

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

Earned No Claim Bonus you are entitled to at the start of your policy or when it was renewed last year	Earned No Claim Bonus applicable at next renewal if claims made during the period of insurance		
	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

HOW YOUR NO CLAIM BONUS WORKS

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

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

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

1. Fees for emergency treatment under **Section 1 – Your legal responsibilities to third parties**.
2. A Claim under **Section 6 – Legal assistance plan**.
3. A Claim under **Section 8 – Windscreen**.
4. A Claim under **Section 9 – Breakdown**.
5. A Claim under **Section 10 – Personal Accident**.
6. A claim where the incident is caused by an identified uninsured driver.

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.

B. NO CLAIM BONUS PROTECTION

This section only applies if listed in **your Schedule**.

If **you** have **No Claim Bonus** protection, the following will apply:

- **we** will not reduce **your No Claim Bonus** entitlement if a claim or claims are made under the **policy**;
- **we** will not cancel **your policy** as a result of the number of claims made under the **policy**.

The following also apply:

1. **Your No Claim Bonus** protection may end if any change to **your policy** means that **we** are no longer able to cover

you, such as changing **your car** for one **we** will not insure or using **your car** for a purpose **we** will not cover.

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

SECTION 5 – FOREIGN USE EXTENSION

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

FOREIGN USE EXTENSION

If **you** pay an extra premium, **we** will give **you** a Foreign Use Extension.

This will extend the cover **you** have under **Section 2 – Loss and damage to your car** and **Section 3 – Fire and theft** of

your car in the **British Isles** to those countries covered by the Foreign Use Extension for the time **your car** is in, or is being transported to or from, those countries.

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

SECTION 6 – LEGAL ASSISTANCE PLAN

DEFINITIONS

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

Legal expenses

Legal fees, costs and other expenses:

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

Legal Proceedings

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

Legal Representative

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

Motor Accident

An incident which happens when **you** are using **your car** during the **Period of Insurance** and within the **British Isles** 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 1 Part B, D Legal Costs).

Uninsured Losses

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

We, Us, Our

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

You, Your

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

Your Car

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

WHAT IS COVERED

A. Legal expenses to recover uninsured losses

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

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

Whether or not **you** are successful we will pay the **Legal expenses** which your **Legal Representative** reasonably and proportionately charges **you** up to the following maximum amounts for the following categories of claims:

(1) Small Claims Track claims

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

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

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

(2) Claims subject to Fixed Cost rules

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

(3) All other claims for Uninsured Losses

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

WHAT IS COVERED (CONT)

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

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

The most we will pay for all **Legal Expenses** arising from a claim or series of connected claims is up to the limit shown in relations to Legal Assistance Plan in your **Policy Schedule**.

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

B. Defence costs for road traffic proceedings

We will also pay all costs, expenses and disbursements which your **Legal Representative** reasonably and proportionately charges you to:

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

except that we will not pay more than the value of the sum shown in your **Schedule** in relation to Legal Assistance Plan arising from one prosecution or a series of connected prosecutions.

C. Legal representation

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

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

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

WHAT IS NOT COVERED UNDER A, B AND C

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

SECTION 6 – LEGAL ASSISTANCE PLAN (CONT)

WHAT IS COVERED

D. MORE TH>N Care

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

In the event that **you**:

- a) are responsible or partially responsible for a **Motor Accident** in which **you** or **your** passenger sustains a minor soft tissue injury, for example whiplash or a similar neck strain **we** will provide:
- A free telephone advice line, for a period of 12 weeks from the date of notification of the motor accident, giving access to advice in respect of **your** recovery and any exercises specific to **your** needs.
 - Details of how to access a remote web based, DVD or self-help physiotherapy session with advice and guidance about **your** minor soft tissue injury.
- b) are not responsible or partially responsible for a **Motor Accident** in which **you** or **your** passenger sustains an injury;
- **We** will provide a detailed telephone assessment after which an action plan will be agreed with **you** and the solicitor in relation to the type of help or support from which **you** may benefit.
 - **We** will make recommendations with regards to treatment such as physiotherapy, counselling support, practical aides or other forms of assistance that may aid **your** recovery.
 - The treatment or assistance may be provided to **you** with the costs being reclaimed from the responsible party's insurance company.

WHAT IS NOT COVERED

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

CONDITIONS

A. CONTROL OF CLAIMS

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

You must:

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

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

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

If in any **Legal Proceedings** **your** claim is not successful and **you** want to appeal, **you** must write and tell **us** and **your** **Legal Representatives** no later than:

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

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

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

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

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

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

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

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

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

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

If at any time **we** or **your** **Legal Representative** consider that **your** claim or the **Legal Proceedings** do not have

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

C. ACCOUNTS AND LEVEL OF EXPENSES

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

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

D. SETTLING EARLY

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

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

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

E. OPTIONS TO REIMBURSE

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

F. CONFLICT OF INTEREST

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

G. DISPUTE RESOLUTION

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

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

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

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

H. CANCELLATION

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

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

Valid reasons may include but are not limited to:

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

SECTION 7 – TEMPORARY HIRE CAR

This sub-section **Part 1** only applies if it is listed in **your Schedule**.

WHAT IS COVERED

A class A hire car (for example a small 3 door hatchback) will be supplied by **us** for the duration of the period during which **your car** is repaired whilst at one of **our** recommended repairers provided the damage/loss to **your car** is as a result of a claim covered under **Section 2 – Loss and damage to your car**.

If **you** have a disability where **your** needs cannot be met by a temporary hire car, **we** will pay up to £30 per day towards travel costs.

SECTION 7 – TEMPORARY HIRE CAR (CONT)

TEMPORARY HIRE CAR UPGRADE

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

WHAT IS COVERED

A class A hire car will be supplied by us up to the limit shown on **your Schedule** provided the damage/loss to **your car** is as a result of a claim covered under **Section 2 – Loss and damage to your car**.

If you have a disability where your needs cannot be met by a temporary hire car, we will pay up to £30 per day towards travel costs.

WHAT IS NOT COVERED

We will only pay for **your hire car** for one of the reasons specified and up to the number of days limit shown in the **Schedule** for any one claim.

CONDITIONS

Applicable to both levels of **temporary car hire** cover

- A. If a hire car is lost or damaged, we will settle the claim with the supplier of the hire car under the terms of **your policy** and under any agreement you have with the supplier or us relating to the hire car.
- B. Any claim for loss or damage to a hire car will affect **your No Claim Bonus** as if you were claiming for loss or damage to **your car**. Any **excess** which would apply to **your car** will also apply to a hire car.
- C. The supplier may:
- require sight of the **driver's** driving licence before the hire car can be released for the **driver's** use;
 - require details of a current debit or credit card as security in case of any parking or speeding offences incurred whilst any **driver** is using the hire car. A class A hire car is a small hatchback car similar to a Nissan Micra.
- D. Cancellation
- You** may cancel the **temporary hire car** upgrade section of the **policy** at any time. No refund of premium will be given.
- We** may cancel **your policy** where there is a valid reason for doing so. If we do this we will write to **you** at **your** last known address giving **you** at least 7 days notice. This letter will confirm any action required from **you**, together with the date from which the policy will be cancelled if **you** do not comply with **our** requirements. Full details can be found in Section G of **your policy** booklet.
- E. **We** will not be able to provide a **temporary hire car** if **you** are involved in an incident whilst abroad.

SECTION 8 – WINDSCREEN

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

WHAT IS COVERED

We cover loss of or damage to the windscreen, windows and opening glass sunroof of **your car** and any scratches to the bodywork that is caused by the broken glass.

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

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

WHAT IS NOT COVERED

Any **excess** shown under 'Windscreen or Window Glass Replacement **Excess** or Windscreen or Window Glass Repair **Excess**' in **your Schedule**.

HOW WE WILL SETTLE A CLAIM

If the loss or damage is covered under **your policy**, we

- may choose to repair the damage or
- may decide to use recycled parts or parts or accessories that are not supplied by the original manufacturer.

SECTION 9 – BREAKDOWN

DEFINITIONS

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

Assistance service

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

Your car

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

Breakdown

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

ROADSIDE ASSISTANCE

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

WHAT IS COVERED

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

If **your car** cannot be made roadworthy at the scene of the **breakdown**, we will arrange for it, the **driver** and up to eight passengers to be taken to a repairer of **your** choice within 10 miles of the scene of the **breakdown**.
If the **breakdown** has been caused by **your car** running out of fuel, we will provide **emergency assistance** for replacement fuel.

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

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

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

WHAT IS NOT COVERED

1. **Emergency assistance** at or within one mile of **your** home address, or where **your car** is normally kept, except where **you** have cover under **Part 3 – Homecall**.
2. The cost of transporting **your car** to a repairer more than 10 miles from the scene of the **breakdown**, except where **you** have cover under **Part 2 – Recovery**. We will charge **you** for mileage that is more than 10 miles.

RECOVERY

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

WHAT IS COVERED

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

We will also pay the cost of the following:

- continuing the journey to **your** destination or repairer, or returning to **your** home address or where **your car** is normally kept, for the **driver** and up to eight passengers.

Emergency assistance

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

Immobilised

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

Replacement car

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

United Kingdom

England, Scotland, Wales and Northern Ireland.

SECTION 9 – BREAKDOWN (CONT)

WHAT IS COVERED (CONT)

We will do this by providing:

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

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

WHAT IS NOT COVERED

1. **Emergency assistance** at or within one mile of **your** home address, or where **your car** is normally kept, except where 'Homecall' also applies.
2. Any costs for car hire if the hire of a **replacement car** has been refused by the hirer under the hirer's normal terms and conditions (see Section 9 – Breakdown Part 5 – Conditions, D Conditions of car hire).

HOMECALL

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

WHAT IS COVERED

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

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

WHAT IS NOT COVERED

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

EUROPEAN ASSISTANCE

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

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

WHAT IS COVERED

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

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

We will also pay for the following:

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

We will do this by providing:

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

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

WHAT IS COVERED (CONT)

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

- the cost of transporting **your car** to **your** home address or where **your car** is normally kept. This cost may include storage costs and the cost of transporting and delivering it. The maximum amount **we** will pay is the current **market value of your car** in the United Kingdom; or
- the cost for one person to travel by public transport to collect **your car** and drive it direct to **your** home address or where **your car** is normally kept. The maximum amount **we** will pay will be the cost of a standard class rail ticket.

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

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

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

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

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

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

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

WHAT IS NOT COVERED

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

BREAKDOWN – CONDITIONS

Applicable to all levels of **breakdown** cover.

A. LOOKING AFTER YOUR CAR

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

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

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

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

B. REQUESTS FOR EMERGENCY ASSISTANCE

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

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

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

C. SELECTING THE APPROPRIATE ASSISTANCE SERVICE

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

D. CONDITIONS OF CAR HIRE

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

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

This may mean that:

- they may refuse to hire a car to anyone covered under the **policy** who is under 21 or over 70, or has held a driving licence for less than one year, or who has certain endorsements on their licence; or
- they may need a deposit for the cost of fuel and to protect the car hirer against the car not being returned.

SECTION 9 – BREAKDOWN (CONT)

The availability of car hire is not guaranteed.

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

E. SAFETY OF CONTENTS

The driver is responsible for the contents of your car as long as he or she is covered under the policy. If your car is recovered, we will decide whether to transport any animal. If we decide not to transport any animal, it is your responsibility to make alternative arrangements for its transportation.

F. RESPONSIBILITY FOR THE REPAIRER'S ACTS OR NEGLIGENCE

Once your car has been taken to a repairer, we will not be responsible for any repair work they do while they are following your instructions.

G. EMERGENCY ASSISTANCE WHICH IS NO LONGER NEEDED

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

H. COLLECTING THE CAR FOLLOWING A REPAIR

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

I. NOTICE

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

J. CANCELLATION

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

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

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

BREAKDOWN – EXCLUSIONS

WHAT IS NOT COVERED

Applicable to all levels of breakdown cover.

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

Please note: Motorised Vehicles that are manufactured without the provision of a spare wheel will be considered on their individual merits. Assistance in changing a wheel is covered, subject to you carrying a serviceable spare as specified above.

SECTION 10 – PERSONAL ACCIDENT

This section only applies if it is listed in **your schedule**.

What we cover

We will pay the amount shown as 'Personal accident' in **your schedule** if **you** or **your partner** are accidentally injured:

- in any car; or
- while getting into or out of any car

The injury must be directly connected with **your car** and the only cause within 3 months of

- death
- permanent loss of sight in one or both eyes;
- loss of one or more limbs at or above the wrist or ankle; or
- permanent loss of use of one or more limbs.

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

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

What we do not cover

We do not cover the following:

1. Death or injury caused by suicide or attempted suicide.
2. If anyone claiming is convicted in connection with the incident of a drink-driving offence or of driving under the influence of drugs.
3. If anyone **you** are claiming for dies and was driving at the time of the incident, and is then found to have a higher level of alcohol or drugs in the blood than is allowed by law.

SECTION 11 – EMERGENCY CARE

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

WHAT IS COVERED

Medical expenses

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

Emergency overnight accommodation

We will pay up to the amount shown as 'Emergency overnight accommodation' in **your Schedule** for necessary expenses for emergency accommodation if **you** or any other **driver**:

- cannot use **your car** during a journey as a result of loss or damage which we cover; and
- cannot reach **your** destination.

Replacement locks

We will pay benefit up to the amount shown as 'Replacement locks' in **your Schedule**.

We cover theft of **your car key(s)**.

We will settle the claim by paying to replace the appropriate locks or locking mechanism provided that the identity or location of **your car** is known to any person who may have obtained the **keys** without **your** permission.

WHAT IS NOT COVERED

We do not cover accidental loss of **your car key(s)**.

SECTION 12 – IN CAR ENTERTAINMENT

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

IN CAR ENTERTAINMENT – DEFINITION

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

WHAT IS COVERED

We will pay up to the amount shown as 'In car entertainment' on **your Schedule**.

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

WHAT IS NOT COVERED

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

SECTION 13 – PERSONAL EFFECTS

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

WHAT IS COVERED

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

WHAT IS NOT COVERED

1. Money, stamps, tickets, documents, bonds, vouchers, lottery tickets, scratchcards, raffle tickets, air miles, trade samples or any property insured under any other insurance **policy**.
2. Personal possessions stolen from an open-top or convertible car, unless they are kept in a locked boot or locked glove compartment.
3. Loss of or damage to personal possessions carried in or on a **trailer**.
4. Wear, tear, loss of value and loss of use.
5. Any loss or damage as a result of theft or attempted theft if:
 - **your car** is unlocked;
 - **your car** windows are open;
 - **your car** sun roof is left open or unlocked;
 - **your car key(s)** are in, or on **your car**;when there is no-one in it or.
 - The incident hasn't been reported to the Police.
6. Loss or damage caused by deception.
7. Goods, tools of trade/samples connected with **your** work or any other trade or any container for these things.
8. Portable navigation equipment designed primarily for use in **your car**.

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

POLICY CONDITIONS

The following conditions apply to every section of **your policy**. Failure to comply with **your obligations** as noted within these conditions may result in

- 1) a claim being rejected or reduced;
- 2) **your policy** being declared invalid.

A. REPORTING A CLAIM

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

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

Ideally when **you** call **you** will provide:

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

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

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

You must not answer any letters without **our** written permission. **We** will not refuse permission without a good reason.

B. ASSESSING YOUR CLAIM

We suggest that soon after receiving **your policy** **you** read the section in **your policy** document headed "What **you** should do if there is an accident or theft". Whilst **we** hope **you** never need the information it is better to be prepared for the unexpected. **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.

C. FRAUDULENT OR EXAGGERATED CLAIMS

If **you**, or someone on **your** behalf, knowingly:

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

We may, at **our** option, either:

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

D. LICENCE CHECKING

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

If **you** are not providing driver licence number(s), **you** must check the driving licence and/or counterpart of every **driver** who will drive **your car** and **you** must inform **us** of:

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

E. CHANGES IN RISK

You must tell **us** immediately:

- if **you** get an extra car or change **your car** for another one;
- if there is a change in use of **your car** (for example, **you** require business use);
- if **you** need to add a driver.

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

You must tell **us** within 30 days (or the current policy expiry date whichever is soonest) if any other circumstances change, for example:

- if **you** have not provided driver licence number, **you** must tell **us** if **you** or any other **driver** has been convicted of any motoring offence including fixed penalty offences, or has any prosecutions outstanding;
- If **you** or any other **driver** receive a driving disqualification – this is necessary even if **you** have supplied a driver licence number;
- if **you** or any other **driver** has been involved in any accidents, losses or thefts, regardless of whether a claim was made;
- if **you** or any other **driver** has been convicted of an offence of fraud or dishonesty (e.g. shop lifting, credit card fraud, tax evasion) or have possible prosecutions outstanding;
- if **you** or any other **driver** develops a notifiable health condition or an existing condition worsens. A notifiable health condition is one which must be referred to the DVLA (please refer to the DVLA D100 leaflet or www.direct.gov.uk/motoring for a full list of notifiable conditions).

Examples of notifiable conditions are epilepsy or insulin controlled diabetes;

- if the main **driver of your car** changes;
- if the registered keeper or owner of **your car** changes;
- if the place where **your car** is usually kept changes;
- if any modifications are made to **your car**;
- if the number of vehicles in **your** household changes.

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

POLICY CONDITIONS (CONT)

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

If **you** do not tell us anything which is relevant:

- **your policy** may not be valid;
- we may reject **your** claim; and
- we may cancel **your policy**.

F. LOOKING AFTER YOUR CAR

You and any other **driver** must do everything possible to prevent loss or damage and keep **your car** or any **temporary hire car** in good condition.

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

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

G. CANCELLING YOUR POLICY

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

Valid reasons may include but are not limited to:

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

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

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

It is a requirement under the Road Traffic Act to return any paper copies of the **Certificate of Motor Insurance** to **us**. If the **Certificate of Motor Insurance** is not returned **we** may not give **you** a refund of **your** premium for any remaining period of cover.

H. OTHER INSURANCE

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

We will not share the following claims:

- if **you** are driving another car and are covered by another insurance for that car (see 'What is covered' in Section 1 – part B)
- if a person other than **you** is driving **your car** and is covered by another insurance (see exception 5 of 'What is not covered' in Section 1).

I. TAKING OVER YOUR RIGHTS

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

J. COVER FOR CAR SHARING

Your policy allows **you** or **your partner** to receive a mileage allowance from **you** or **your partner's** employer, or accept payment from passengers in **your car** as part of a car-sharing agreement, as long as:

- **your car** has not been built or adapted to carry more than eight passengers and a **driver**;
- **you** or **your partner** are not carrying passengers as part of a business of carrying passengers;
- **you** or **your partner** do not make a profit from the total payments **you** or **your partner** receive for a journey;
- **your car** is being used for a purpose included on **your Certificate of Motor Insurance**; and
- the total payments for any mileage allowance **you** or **your partner** receive are within the published guidelines of HM Revenue & Customs.

K. OUR RIGHT TO RECLAIM PAYMENTS

We may claim back from **you** any payment which **we** make under **your policy**:

- because of the requirements of any law; and
- which **we** would not have paid if that law had not existed.

L. AUTHORITY TO RENEW

If **we** are willing to continue providing cover and **we** advise **you** before the **policy's** renewal date of **our** renewal terms, **you** authorise **us** to renew this **policy** and any subsequent **policy** on expiry, in accordance with **our** renewal terms at that time, unless **you** advise **us** otherwise before the renewal date.

M. ADMINISTRATION FEES

An administration charge will be made in the event of **you** asking **us** to make a change to the **policy** or if **you** ask **us** to reissue documentation. Full details of the charges applicable can be found on the latest version of **your policy Schedule**.

N. CONTACT DETAILS

You must tell **us** as soon as reasonably possible if:

- **you** change **your** email address;
- **you** change **your** postal address.

O. PROVISION OF FALSE INFORMATION

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

- **your** eligibility for this insurance **policy**;
- the terms and conditions applying to **your policy**;
- **your** insurance premium.

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

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

P. FINANCIAL SANCTIONS

We will not provide any cover or be liable to provide any

indemnity, payment or other benefit under this policy where doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the period of insurance we may cancel this policy immediately by giving you written notice at your last known address. If we cancel the policy we will refund premiums already paid for the remainder of the current period of insurance, provided no claims have been paid or are outstanding.

POLICY EXCEPTIONS

EXCEPTIONS WHICH APPLY TO YOUR WHOLE POLICY

A. USE AND DRIVING

We will not cover any claim if your car is being:

- used for a purpose which is not included on your **Certificate of Motor Insurance**;
- driven by someone or in the care of someone for the purpose of being driven, who is not shown as allowed to drive on your **Certificate of Motor Insurance**;
- driven by someone who does not have a valid licence unless he or she has held one and is not disqualified from getting another one;
- driven by someone who does not meet the conditions of their licence.

This does not apply to claims under **Sections 2, 3 or 8** if your car is in the care of:

- a garage or similar motor trade organisation for servicing or repair; or
- a hotel or restaurant for the purpose of parking.

B. LIABILITY WHICH RESULTS FROM AN AGREEMENT

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

C. RADIOACTIVE CONTAMINATION

We do not cover any loss, damage, or liability caused by:

- ionising radiation or radioactive contamination from nuclear fuel or nuclear waste from burning nuclear fuel; or
- the radioactive, toxic, explosive or other dangerous properties of explosive nuclear equipment or nuclear parts.

D. WAR RISKS

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

E. RIOT AND CIVIL UNREST

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

This exception does not apply to **Section 1**.

F. SONIC BANGS

We do not cover damage caused by pressure waves from aircraft and other flying objects travelling at or above the speed of sound.

G. POLLUTION

We do not cover loss or damage caused by pollution or contamination, unless the pollution or contamination is the direct result of a single incident which happens during the period of insurance.

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

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

H. RALLIES, COMPETITIONS, NURBURGRING NORSCHEIFE, DE-RESTRICTED TOLL ROADS, TRIALS AND TRACK USE

We will not cover any claim if your car is used:

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

I. PUBLIC AUTHORITIES

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

J. DELIBERATE ACTS

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

K. DRIVING UNDER THE INFLUENCE OF DRINK OR DRUGS

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

WHAT YOU SHOULD DO IF THERE IS AN ACCIDENT OR THEFT

WHAT TO DO IMMEDIATELY AFTER THE ACCIDENT

1. People are more important than property, so your first priority should be to check whether anyone is injured and look after them. Call for medical help if necessary.
2. If anyone is injured, you must show your certificate of motor insurance to the Police or to anyone who has a good reason for seeing it. If you can't do this at the scene, you must report the accident to the Police within 24 hours and produce your Certificate of Motor Insurance to them.
3. If your car or anything in it is stolen, you should report the incident to the Police as soon as possible.
4. Always stop if you are involved in an accident and exchange:
 - names and addresses (including those of any witnesses);
 - details of insurance companies (including policy numbers if known); and
 - vehicle registration numbers.
5. Do not admit you are to blame or offer any payment. It could make it more difficult for us to handle your claim and may affect your rights.
6. Draw a diagram of the accident scene. This should include:
 - the position of the cars before and after the accident;
 - the road layout;
 - any obstructions to your or other road users' vision;
 - the position of any witnesses; and
 - anything else which could be relevant to the cause of the accident (for example speeds and distances involved, and weather conditions).
7. If you receive any letters or documents about the accident, please do not answer them and forward them to us as soon as possible.
8. Remember that we are there to help you if you need to make a claim. But if the accident or loss happens out of office hours, or you need emergency help, call the UK claims helpline.

NOTIFYING A CLAIM

You should initially notify us of your claim by phone if your car is stolen or damaged following an incident which is insured under your policy. Our team of experts will move into top gear to get you back on the road, or get repairs done as quickly as possible. If we decide that we need an Accident or Theft Report form we will send one which you should complete and return as soon as possible.

Ideally when you call you will provide:

- name, address and contact phone number(s) for you, and the driver of your car if different;
- we will ask for information about convictions so please have any driving licence(s) ready when you call;
- personal details necessary to confirm your identity;
- your policy number;
- information about your car and any damage it sustained;
- details of the accident or claim circumstances (when, where and how it happened);
- details of any witnesses and the Police or any other emergency service that was called;
- details of the other party or parties involved, including information about damage to their car or property and any injuries that anybody might have sustained;
- where appropriate, your thoughts on who was to blame for the accident.

We may also request additional information (e.g. a sketch plan). Sometimes we may wish to meet with you or undertake further investigations, but we will advise you about that when you call to report the incident. Claims conditions require that you must give us any information and help we need.

IF YOUR CAR HAS BEEN HIT BY AN UNINSURED DRIVER

If you make a claim for an incident that is not your fault and the driver of the other vehicle is confirmed and identified as uninsured, you will not lose your no claim discount or have to pay an excess.

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

CAR REPAIRS

We take pride in the claims service we offer to our customers. Where your policy provides cover for damage to your car we have a network of recommended repairers. The repair process will commence immediately your car arrives on their premises. To ensure there is no effect on any existing warranty you may have, they provide a lifetime guarantee on all repairs.

Where you choose not to use one of our recommended repairers we will arrange for your damaged car to be assessed by one of our motor engineers to agree the repair cost with your nominated repairer.

IF YOUR CAR IS STOLEN OR TOTAL LOSS

If you have purchased **Section 7 – Temporary hire car upgrade** we will provide you with a hire car from one of our preferred suppliers for the duration of the repairs, up to the limit shown on your Schedule.

IF YOUR CAR IS DAMAGED BUT ROADWORTHY

If you have **Section 7 – Temporary hire car** Our recommended repairers have been carefully selected to give you a fast, reliable and professional service. By using them you will also benefit from:

- our authority to start repairs as long as your car is economical to repair;
- cleaning of your car before it is returned to you; and
- a lifetime guarantee on all repairs.

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

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

IMPORTANT GUIDELINES WHEN TRAVELLING ABROAD

A. FOREIGN USE EXTENSION

If you pay an extra premium, we will give you a Foreign Use Extension.

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

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

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

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

Take the following insurance documents when you travel abroad:

1. Your Certificate of Motor Insurance.
2. The European accident statement.

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

If you have an accident abroad, follow the procedure below:

1. Immediately report the accident to the Police if anybody involved in the incident is injured or if there is a disagreement with the other driver. Get details of the Police team that attended the scene or who the accident was reported to.
2. Give your name and address, and our name and address to the other party and produce your Certificate of Motor Insurance.
3. Get the name and address of the other driver, details

of their motor insurer (including policy number) and information about the registration and ownership of the other vehicles involved.

4. Call our Euro Claims Helpline as soon as possible, particularly if anybody is injured.
5. Never make any statement or sign any document (other than the European accident statement) without the advice of a lawyer or competent official. Do not sign the European accident statement, particularly if written in a foreign language, before you are certain that you understand and agree with every word.
6. If you have a camera, take photographs showing the layout of the scene and positions of the vehicles from various angles.
7. Use your European accident statement (the various linguistic editions of this form are identical throughout Europe) and be sure to get the following details:
 - the make, registration number and colour of the other vehicle and whether it is right or left-hand drive. If the third party vehicle is a lorry obtain the number of both the cab and trailer units. In some countries these have different registration numbers;
 - the full names, addresses and occupations of independent witnesses;
 - the date, time and exact place of the accident;
 - the speeds of your own and the other vehicle;
 - signals given by you and the other driver;
 - weather and road conditions;
 - names and addresses of people injured and details of those injuries;
 - details of damage to your own and other vehicles.

If you do not have a European accident statement, collect the following information:

1. Date, time and place of the accident.
2. Other vehicle's details.
3. Registration number.
4. Country of registration.
5. Policy number of the insurance.
6. Green card number.
7. Name and address of the insurer.
8. Surname, first name and address of the driver.
9. Accident circumstances including details of damage to vehicles and injuries to any people involved.
10. Sketch the scene and the position of the vehicles (include road markings where possible).

WHAT YOU SHOULD DO WHEN CIRCUMSTANCES CHANGE

CHANGES TO INFORMATION SHOWN ON THE CERTIFICATE OF MOTOR INSURANCE

We must be advised of the following changes immediately to ensure accurate documents are issued enabling you to legally drive your car.

- Change of car/addition of another car
- Change of drivers
- Change of Use.

You must also return paper copies of the old Certificate of Motor Insurance to us.

IF YOU WANT TO DRIVE ANOTHER CAR

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

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

IF YOU WANT TO CHANGE DRIVERS

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

IF YOU CHANGE POSTAL ADDRESS

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

IF YOU CHANGE EMAIL ADDRESS

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

IF YOU NEED TO USE YOUR CAR FOR TOWING

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

CHANGES TO DRIVER LICENCE NUMBER(S)

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

IF ANY OTHER CIRCUMSTANCES CHANGE

You must tell us within 30 days (or the current policy expiry date whichever is soonest) if any other circumstances change, for example:

- if you have not provided a driver licence number, you must tell us if you or any other driver has been convicted of any motoring offence including fixed penalty offences, or has any prosecutions outstanding;
- if you or any other driver receive a driving

disqualification – this is necessary even if you have supplied a driver licence number;

- if you or any other driver has been involved in any accidents, losses or thefts, regardless of whether a claim was made;
- if you or any other driver has been convicted of an offence of fraud or dishonesty (e.g. shop lifting, credit card fraud, tax evasion) or have possible prosecutions outstanding (Convictions considered to be spent under the Rehabilitation of Offenders Act 1974 do not need to be disclosed);
- if you or any other driver develops a notifiable health condition or an existing condition worsens. A notifiable health condition is one which must be referred to the DVLA (please refer to the DVLA D100 leaflet or www.direct.gov.uk/motoring for a full list of notifiable conditions) Examples of notifiable conditions are epilepsy or insulin controlled diabetes;
- if the main driver of your car changes;
- if the registered keeper or owner of your car changes;
- if the place where your car is usually kept changes;
- if any modifications are made to your car;
- if the number of vehicles in your household changes.

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

DEATH OF POLICYHOLDER

To enable us to take instructions, due to legal constraints we will require the following documents:

- certified copy of the death certificate, and
- proof of the validity of the executor, or
- grant of letters of administration.

Please call our Customer Support Team on 0800 197 2248, for further information.

COMPLAINTS PROCEDURE

OUR COMMITMENT TO CUSTOMER SERVICE

At MORE TH>N we are committed to going the extra mile for our customers. If you believe that we have not delivered the service you expected, we want to hear from you so that we can try to put things right. We take all complaints seriously and following the steps below will help us understand your concerns and give you a fair response.

STEP 1

If your complaint relates to your policy then please contact the sales and service number shown in your Schedule. If your complaint relates to a claim then please call the claims helpline number shown in your policy booklet. We aim to resolve your concerns by close of the next business day. Experience tells us that most difficulties can be sorted out within this time.

STEP 2

In the unlikely event that your concerns have not been resolved within this time, your complaint will be referred to our Customer Relations Team who will arrange for an

investigation on behalf of our Chief Executive. Their contact details are as follows:

Post: MORE TH>N, Customer Relations Team,
PO Box 2075, Livingston, EH54 0EP
Email: crt.halifax@uk.rsagroup.com

OUR PROMISE TO YOU

We will:

- Acknowledge all complaints promptly
- Investigate quickly and thoroughly
- Keep you informed of progress
- Do everything possible to resolve your complaint
- Use the information from your complaint to proactively improve our service in the future.

Once we have reviewed your complaint we will issue our final decision in writing within eight weeks of the date we received your complaint.

IF YOU ARE STILL NOT HAPPY

If you are still unhappy after our review, or you have not received a written offer of resolution within eight weeks of the date we received your complaint, you may be eligible to refer your case to the Financial Ombudsman Service (FOS). The FOS is an independent body that arbitrates on complaints.

They can be contacted at:

Post: Financial Ombudsman Service, South Quay Plaza,
183 Marsh Wall, London E14 9SR
Telephone: 0800 0234567 (for landline users)
0300 1239123 (for mobile users)
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

HOW WE USE YOUR INFORMATION

Please read the following carefully as it contains important information relating to the details that you have given us. You should show this notice to any other party related to this insurance.

WHO WE ARE

The MORE TH>N car insurance product is provided by Royal & Sun Alliance Insurance plc.

You are giving your information to Royal & Sun Alliance Insurance plc, which is a member of the RSA Group of companies (the Group). In this information statement, 'we' 'us' and 'our' refers to the Group unless otherwise stated.

HOW YOUR INFORMATION WILL BE USED AND WHO WE SHARE IT WITH

Your information comprises of all the details we hold about you and your transactions and includes information obtained from third parties.

If you contact us electronically, we may collect your electronic information identifier e.g. Internet Protocol (IP) address or telephone number supplied by your service provider.

We may use and share your information with other members of the Group to help us and them:

- assess financial and insurance risks;
- recover debt;
- prevent and detect crime;
- develop our services, systems and relationships with you;
- understand our customers' requirements;
- develop and test products and services;
- if you have provided driver licence number(s), we will use the number(s) to obtain details from the DVLA.

We do not disclose your information to anyone outside the Group except:

- where we have your permission; or
- where we are required or permitted to do so by law; or
- to credit reference and fraud prevention agencies and other companies that provide a service to us, our partners or you; or
- where we may transfer rights and obligations under this agreement.

We may transfer your information to other countries on the basis that anyone we pass it to, provides an adequate level of protection. In such cases, the Group will ensure it is kept securely and used only for the purpose for which you

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

THANK YOU FOR YOUR FEEDBACK

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

provided it. Details of the companies and countries involved can be provided on request.

From time to time we may change the way we use your information. Where we believe you may not reasonably expect such a change we shall write to you. If you do not object, you will consent to that change.

We will not keep your information for longer than is necessary.

SENSITIVE INFORMATION

Some of the information we ask you for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). We will not use such sensitive personal data about you or others except for the specific purpose for which you provide it and to carry out the services described in your policy documents. Please ensure that you only provide us with sensitive information about other people with their agreement.

CREDIT REFERENCE AGENCIES

To determine premium payment rates at quote, renewal and/or any future invitations, we will make checks on the electoral role and data through a credit reference agency. These enquiries will be recorded.

FRAUD PREVENTION AGENCIES

If false or inaccurate information is provided and fraud is identified or suspected, details may be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

We and other organisations may also access and use this information to prevent fraud and money laundering, for example when:

- checking details on applications for credit and credit related or other facilities;
 - recovering debt;
 - checking details on proposals and claims for all types of insurance;
 - checking details of job applicants and employees.
- Please contact the Data Protection Liaison Officer at the address below if you want to receive details of the relevant fraud prevention agencies.

We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

CLAIMS HISTORY

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

Under the conditions of your policy, you must tell us about any incident (such as an accident, fire, theft or malicious damage) which may or may not give rise to a claim. When you tell us about an incident, we will pass information relating to it to the registers.

HOW TO CONTACT US

On payment of a small fee, you are entitled to receive a copy of the information we hold about you. If you have any questions, or you would like to find out more about this notice you can write to: Data Protection Liaison Officer, Customer Relations Office, RSA, Bowling Mill, Dean Clough Industrial Estate, Halifax HX3 5WA.

MOTOR INSURANCE DATABASE

Information relating to motor insurance policies will be added to the Motor Insurance Database (MID) managed by the Motor Insurers' Bureau (MIB). MID and the data stored on it may be used by Insurers, the Police, DVLA/DVANI, the Insurance Fraud Bureau or other bodies permitted by law for purposes including, but not limited to:

- electronic vehicle licensing;
- continuous insurance enforcement;
- law enforcement (prevention, detection, apprehension and or prosecution of offenders);
- obtaining information if you are involved in a road traffic accident (either in the UK, the EEA or certain other territories).

Persons (including his or her appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.

It is vital that the MID holds your current registration number. If it is incorrectly shown on the MID you are at risk of having your vehicle seized.

You can check that your correct registration number details are shown on the MID at www.askmid.com.

DVLA DRIVER DATA

If you provide your driver licence number and/or the driver licence number(s) of any named drivers, we can use the number(s) to obtain driving details from the DVLA.

You can check that your correct driver details are held by the DVLA at www.gov.uk/view-driving-licence.

HOW TO MAKE YOUR CAR MORE SECURE

IMPORTANT THINGS TO REMEMBER TO KEEP YOUR CAR SAFE.

- Whenever there is no-one in your car:
 1. close and lock your car doors, windows and sun roof;
 2. attach and lock your removable roof panel;
 3. secure and lock your convertible roof or hood;
- Don't forget to lock your garage as well. A few seconds is all it takes for a thief to steal your car or its contents.
- Take care where you park your car. If you have a garage at home, please use it. When you are away from home, try to use secure car parks. If this isn't possible, avoid parking in back streets or quiet areas because these are ideal working conditions for a thief. If you have to leave your car outside at night, always try to park in a well-lit and busy area.
- Don't leave valuables on show – even when you are in the car. Thieves have been known to reach through passenger windows when the car is not moving.
- Satellite Navigation equipment is very attractive to thieves and could be costly for you to replace. When it is not being used, or when there is no-one in your car, keep any portable satellite navigation equipment, including any removable fittings which may attract a thief (such as suction cups), in a locked boot or locked glove compartment of your car.
- You must ensure that your car is locked and the key(s) removed when no one is in it (for example, at a petrol station), even if it is only for a few seconds. If the key(s) are in your car and your car is stolen, whether your car is on the public highway or not, your policy will not cover the theft or any damage.
- Fit extra security measures, such as a steering wheel lock or handbrake lock. Better still, consider fitting an engine immobiliser, alarm system, or a tracking device.
- Take care where you put your car keys once they are removed from the car. When you are away from home, keep them with you at all times. Do not leave them unattended – for example, in a coat or purse. When you are at home, try and keep them away from your front door, as thieves have been known to 'fish' through the letter box to get hold of them.

HELPLINES – HOW TO CONTACT US

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

NEW CLAIMS HELPLINE 0800 300 252

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

CLAIMS HELPLINE OUTSIDE U.K. +(44) 330 102 4115

Dial the international exchange for the country you are dialling from first. Open 9am - 5pm Monday to Friday.

EXISTING CLAIMS HELPLINE 0330 102 3630

Open 9am - 5pm Monday to Friday.

CUSTOMER SERVICE LINE 0330 102 3630

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

GLASS HELPLINE 0800 731 3172

Open 24 hours.

BREAKDOWN HELPLINE 0330 102 3621

Open 24 hours.

BREAKDOWN HELPLINE OUTSIDE U.K. +(44) 845 601 2906

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

LEGAL HELPLINE 0800 413 431

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

COUNSELLING HELPLINE – 01132 982632 (PLEASE QUOTE CODE 33885)

Access to a team of Counsellors if you, or a member of your immediate family, needs someone to talk to after a motor accident. Open 24 hours.

morethan.com/car

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