

VAN CHOICE INSURANCE EVERYTHING EXPLAINED

Your Policy Wording
Please keep this safe

MORE TH>N[®]
FOR BUSINESS

Thank You for Choosing MORE TH>N BUSINESS

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

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

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

Whatever your insurance needs, our UK-based customer service teams are here to manage all your insurance queries and respond to your questions directly. These teams of highly trained Customer Managers will give you information on which type of insurance could be right for you. They'll explain the benefits of each policy, and can provide insurance quotes for vans, for business use and social and domestic pleasure use, business cars, offices, shops and public liability insurance.

We also offer specialist insurance for specific trades and professions – such as hotel and catering, florists, butchers, and hair and beauty. And we offer policies for different types of businesses such as start-ups or home-based businesses. Our landlord insurance is specially designed to protect the properties of both commercial and residential landlords. Just call our highly trained Customer Managers for expert guidance on any of these options.

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

At MORE TH>N BUSINESS, we go beyond just insurance. We want to help you to support your business, which is why our website contains really useful information such as a Knowledge Centre. Here we keep you up to date with the latest business news, and provide valuable guidance and tips on a range of topics.

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

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

Ready to Help You 24 Hours a Day

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

Customer Service Line 0330 102 4557

If your circumstances change and you need to update your cover, you can call the Customer Service Centre or visit www.morethanbusiness.com 'your account' and register for online servicing. Please refer to your schedule for details of charges regarding making changes to your policy.

Lines open Monday to Friday 8am–8pm, Saturday 8am–4pm.

24 hour Claims Helpline 0330 102 4089

Our claims helpline is open 24 hours a day, 365 days a year to provide you with a dedicated service. As lines are open at your convenience, you can register your claim as soon as it happens, enabling us to start the process of getting your business back on the road!

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

If you are outside the UK and need to make a claim, please call +44 (0)870 600 2900 (open 24 hours).

24 hour Windscreen Replacement Service Helpline 0800 783 4695

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

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

Breakdown Assistance (if covered) 0800 316 1308

European Assistance (if covered) +44 (0)845 678 2787

24 hour Legal Assistance Helpline 01455 255 015

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

Calls may be recorded and monitored.

Contents

Please note that not all of the sections listed below will apply to your policy.
Those which do apply are listed in your schedule

Thank You for Choosing MORE TH>N BUSINESS	2
Useful Telephone Numbers	3
Welcome to MORE TH>N BUSINESS	5
Policy Summary	6
Policy Wording	15
Policy Definitions – Words with Special Meanings	16
Section 1 – Legal Liability to Others	18
Section 2 – Loss and Damage to Your Van	19
Section 3 – Fire and Theft	20
How We Will Settle a Claim	21
Section 4 – Trailer Cover	22
Section 5 – No Claim Discount	22
Section 6 – No Claim Discount Protection	23
Section 7 – Foreign Use Extension	24
Section 8 – Legal Assistance Plan	24
Section 9 – Temporary Hire Van	29
Section 10 – Windscreen	30
Section 11 – Breakdown	31
Section 12 – Personal Accident	37
Section 13 – Emergency Care	38
Section 14 – In Van Electronics	39
Section 15 – Personal Effects	40
Section 16 – Goods in Transit	41
Section 17 – Tools in Van	42
Conditions Which Apply to Your Whole Policy	43
Exceptions Which Apply to Your Whole Policy	46
What You should do if there is an Accident or Theft	47
How to Make Your Vehicle More Secure	49
What You should do if You Want to Take Your Vehicle Abroad	50
What You should do When Circumstances Change	51
Complaints Procedure	53
How We Use Your Information	54

Welcome to MORE TH>N Business Van Choice Insurance

This document is designed to help you check and understand your cover. Legally we need to make sure you're aware that the information you've given us is part of your insurance contract with us.

It is important that you read this in conjunction with your schedule and Certificate of Motor Insurance to reassure you that MORE TH>N BUSINESS Van Choice insurance will give you the protection you need for the year ahead.

If there are any changes you need to make, you must tell us as soon as possible to ensure you have adequate cover and avoid your policy being invalid. Please keep all of these documents in a safe place for future reference.

Please remember, you are only covered by this policy for driving the vehicle whose registration is shown on the Certificate of Motor Insurance.

If you would like to add any of our additional optional covers to your policy such as Breakdown cover or temporary van hire, you can easily do this online on our website or by calling us.

Although we hope you never need this information, this document also explains what you should do in the event of an accident or theft. It also provides useful phone numbers in the event you need to get in touch with us.

Our website is designed to advise you on how to make a claim and how to manage your policy on-line. If you need further assistance, our customer support page answers the most common questions or you can give us a call and we'll happily assist you.

We would like to welcome you to MORE TH>N BUSINESS and wish you a hassle-free year of motoring.

WHAT IS COVERED	WHAT IS NOT COVERED
These sections give detailed information on the insurance provided and you need to read it with 'What is not covered' at all times.	These sections will make it clear what's not included in the scope of your policy.

VAN CHOICE POLICY SUMMARY

MORE TH>N BUSINESS Van Choice Insurance is underwritten by Royal & Sun Alliance Insurance plc. It is an annual contract and may be renewed each year subject to the terms and conditions then applicable.

You can select the cover that suits your needs, from:

- **Comprehensive** – loss or damage cover for your van and third party liability protection for injury or damage insured drivers may cause to others or their property.
- **Third Party Fire and Theft** – fire and theft cover for your van and third party liability protection for injury or damage insured drivers may cause to others or their property.

You may also add further benefits to either of the above covers to suit your needs. Full details of what you have selected is shown in your policy schedule.

The following tables provide only a summary of the main policy benefits and the terms and conditions. For full details of these and all the terms and conditions that apply you should read the policy wording carefully. Once we make your policy documentation available to you online or when you receive your policy documentation via the post, you will have 14 days to decide if you wish to cancel the policy – see “Your right to cancel the policy” for more information.

TABLE 1

STANDARD FEATURES

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

Features and Benefits	Significant Exclusions or Limitations	Policy Section	Comprehensive	Third Party Fire and Theft
THIRD PARTY LIABILITIES				
Offers protection against legal liabilities for injury to other persons (including passengers). Offers protection against legal liabilities for damage to other persons' property.	A limit of £5,000,000 applies to each claim for damage to property.	1	✓	✓
COVER FOR DRIVING ABROAD				
Provides the minimum cover required by law when using your van abroad in the European Union countries as specified in section 1D of the policy wording.	<ul style="list-style-type: none"> • Excludes loss or damage to your van. • If you want the same cover that you have in the UK whilst driving abroad you will have to pay an additional premium. • Please call the Customer Service Centre to add this to your policy. 	1D	✓	✓

TABLE 1 CONTINUED

STANDARD FEATURES

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

Features and Benefits	Significant Exclusions or Limitations	Policy Section	Comprehensive	Third Party Fire and Theft
COVER FOR DRIVING ABROAD (CONTINUED)				
Immediate Repair Authorisation.	Available only if the van is repaired by one of our Recommended Repairers.	What you should do if there is an accident or a theft	✓	✓
NEW VAN COVER				
Provides up to an additional £3,000 on top of your vehicle's market value if your vehicle is under one year old and involved in a total loss claim.	<ul style="list-style-type: none"> Vehicle must be under a year old. Must be a total loss before 'new van cover' applies. 	2	✓	✗
WINDSCREEN COVER				
We cover loss of or damage to the windscreen, windows and the glass sunroof of your van.	For repair or replacement you will have to pay the first amount of any claim shown in your policy schedule as Windscreen or Window Glass Excess.	10	✓	✗

TABLE 2

OPTIONAL BENEFITS

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

Features and Benefits	Significant Exclusions or Limitations	Policy Section	Comprehensive	Third Party Fire and Theft
NO CLAIM DISCOUNT PROTECTION				
We will not reduce your No Claim Discount unless more than two claims happen over five consecutive periods of insurance.	<ul style="list-style-type: none"> You must have at least 4 years No Claim Discount and all drivers must not have made more than the maximum allowed number of claims in the last 5 years. Ceases if your circumstances change and you are no longer eligible for the contract or if the policy runs out or is cancelled. 	6	Optional	Optional
EXTENDED COVER FOR DRIVING ABROAD				
Provides the same level of cover you have in the UK for a limited period when using your van abroad, or extends cover to other countries approved by the European Commission.	Cover can be arranged for up to 120 days in any policy year.	7	Optional	Optional

TABLE 2 CONTINUED

OPTIONAL BENEFITS

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

Features and Benefits	Significant Exclusions or Limitations	Policy Section	Comprehensive	Third Party Fire and Theft
LEGAL ASSISTANCE PLAN				
Provides up to £100,000 legal expenses to assist with the recovery of any uninsured losses as a result of a van accident that's not your fault.	Any claim where there is not reasonable prospects of success (defined as 51% or more).	8	Optional	Optional
TEMPORARY HIRE VAN				
We will supply a hire van for the maximum period chosen by you whilst your van is being repaired at one of our Recommended Repairers. 3 cover options available: • 7 Days • 14 Days • 21 Days	<ul style="list-style-type: none"> • Cover is only provided up to the limit shown on the schedule while the van is being repaired. • If your van is stolen or is a total loss, the maximum time we will supply a hire vehicle for will be the number of days shown on your schedule. • Any claim for Loss and Damage to a hire van will be subject to any excess which would have applied to your van and will affect your No Claim Discount as if you were claiming for your own van. 	9	Optional	Optional
BREAKDOWN COVER OPTION				
Breakdown assistance with a choice of 4 levels of cover to suit your individual circumstances: • Roadside Assistance • Roadside and Homecall Assistance • Roadside, Recovery and European Assistance • Roadside, Recovery, Homecall and European Assistance	<ul style="list-style-type: none"> • Maximum 5 breakdowns within one period of insurance. • Emergency Assistance within one mile of your home – unless Homecall is selected. • Any labour charges or the cost of spare parts, fuel or van key(s). 	11	Optional	Optional
EMERGENCY CARE				
Provides benefits for medical expenses, emergency overnight accommodation and replacement locks up to the limit shown on your schedule.		13	Optional	x

TABLE 2 CONTINUED

OPTIONAL BENEFITS

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

Features and Benefits	Significant Exclusions or Limitations	Policy Section	Comprehensive	Third Party Fire and Theft
IN-VAN ELECTRONICS				
Covers audio, telephone, satellite navigation systems and visual entertainment equipment that are not part of your vehicles original specification fitted by the manufacturer or dealer from first registration.	<ul style="list-style-type: none"> • All in-van equipment, except for portable satellite navigation systems, must be permanently fitted in your van. • All portable satellite navigation systems must be stored out of sight in either a locked boot or locked glove compartment when there is no one in your van. • Limited to satellite navigation equipment designed primarily for use in your van. • Third Party Fire and Theft Cover limited to £750. • Payment can only be made under this section if a claim is made for Loss and Damage or Fire and Theft. 	14	Optional	Optional
PERSONAL EFFECTS				
We cover loss of or damage to personal possessions in or on your van up to the amount shown as 'Personal items' in your schedule. We will pay you or, if you prefer, the owner of the property.	<ul style="list-style-type: none"> • Portable navigation equipment designed primarily for use in your van. • Money, stamps, tickets and other similar documents excluded. • Theft of property from a pick up is excluded unless stolen from the cab of your vehicle. • Goods (in relation to your business) and tools. • Payment can only be made under this section if a claim is made for Loss and Damage or Fire and Theft. 	15	Optional	X

TABLE 2 CONTINUED

OPTIONAL BENEFITS

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

Features and Benefits	Significant Exclusions or Limitations	Policy Section	Comprehensive	Third Party Fire and Theft
GOODS IN TRANSIT				
Covers loss or damage to goods carried in connection with your business in or on your vehicle, for example spare parts or goods en-route from the wholesaler to your business premises.	<ul style="list-style-type: none"> • Tools. • Personal effects. • Only available to van 'Business' customers (not available if you only have 'Social, Domestic and Pleasure use'). • Deterioration of refrigerated stock due to breakdown, malfunction or incorrect setting of the refrigeration unit. • Satellite navigation or similar equipment. • Mobile phones. • Theft of property from a pick up is excluded unless stolen from the cab of your vehicle. • Loss or damage to tobacco, wines & spirits, jewellery, furs, antiques, works of art and electronic equipment is excluded between the hours of 22.00 and 06.00 when the vehicle is unattended unless the vehicle is garaged in a locked building. • Payment can only be made under this section if a claim is made for Loss and Damage or Fire and Theft. 	16	Optional	Optional
TOOLS IN VAN				
Covers loss of or damage to hand tools (including hand held power tools) whilst in or on the vehicle. 3 cover options available: <ul style="list-style-type: none"> • £500 • £1,000 • £1,500 	<ul style="list-style-type: none"> • Portable navigation equipment designed primarily for use in your van. • Theft of property from a pick up is excluded unless stolen from the cab of your vehicle. • Payment can only be made under this section if a claim is made for Loss and Damage or Fire and Theft. 	17	Optional	Optional

TABLE 3

GENERAL EXCLUSIONS AND CONDITIONS

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

Cover	What is Not Covered	Policy Section
LOSS AND DAMAGE TO YOUR VAN		
	<ul style="list-style-type: none"> • Cover excludes the costs of wear and tear, loss of value, parts breaking down or failing. • You must also protect the van against loss or damage and it must be locked and the key(s) removed from in or on your vehicle if no one is in it. • Any loss or damage as a result of a public authority legally removing, keeping or destroying your van. • Any loss or damage resulting from incorrectly maintaining or fuelling your van. 	2 and 3
USE OF THE VAN		
	Cover will not apply if the van is being driven by a person not covered by the policy or if the van is being used for a purpose or business not displayed on the policy schedule.	1, 2 and 3
EXCESSES AND LIMITS		
	Your policy may be subject to excesses, which are the amounts you must pay in the event of a claim. Also, certain limits may apply. These will both be shown in your policy schedule.	1, 2 and 3
DRIVING OTHER VANS		
	This policy does not give cover for driving any vehicle other than the vehicle whose registration number is shown on the Certificate of Motor Insurance.	Introduction

IMPORTANT INFORMATION

YOUR RIGHT TO CANCEL THE POLICY

If having examined your policy documentation you decide not to proceed with the insurance you will have 14 days to cancel it starting on the day we make the policy documentation available to you on the website or when you receive your policy documentation in the post.

To cancel please call 0330 102 4557. With effect from the cancellation date the certificate will no longer be valid and the vehicle will be removed from the Motor Insurance Database. A refund will not be paid if you have already made a claim under the policy. Any refund of premium will be subject to an administration fee of £25.

CLAIMS

Should you wish to claim under your Van Choice insurance policy, you should call the Claims Helpline on 0330 102 4089 as soon as possible. You must give us any information or help that we may reasonably ask for. You must not settle, reject, negotiate or agree to pay any claim without our written permission. Full details of how to claim are included in the policy wording.

COMPLAINTS

If you believe that we have not delivered the service you expected, we want to hear from you so that we can try to put things right. If you have cause for complaint you should initially contact the person who arranged the policy for you or the manager of MORE TH>N at the address shown on your quotation or schedule, as appropriate. In the unlikely event that they are unable to resolve your concerns, your complaint will be referred to our Customer Relations Team who will arrange for an investigation on behalf of our Chief Executive.

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

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

COMPENSATION



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

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

OTHER IMPORTANT INFORMATION

PREMIUMS AND PAYMENTS

Premiums and administration charges are inclusive of Insurance Premium Tax.

You may pay for your policy either annually or by monthly instalments subject to eligibility. Annual premiums may be paid by credit card or debit card (a card surcharge may apply). Monthly instalments can only be paid by direct debit. If you wish to pay by monthly instalments for your first year of cover a deposit payment must be paid by credit card (a card surcharge may apply) or debit card, followed by 10 monthly instalments that will be debited from your bank account. Please ask for further details at the time of payment.

If you make a change to your policy before the renewal date we may apply an administration charge.

ADMINISTRATION FEES

Should you need to change your policy or your details, there are a number of different changes that will incur an administration fee on top of any variation of premium.

AMENDMENT TYPE	ONLINE TRANSACTION CHARGE	CUSTOMER SERVICE CENTRE CHARGE
Foreign Use	Amendment type not available online	£25
Change of cover details	Amendment type not available online	£25
Change of name/address	£10	£25
Change of driver details	£10	£25
Temporary additional vehicle	Amendment type not available online	£25
Temporary additional driver	Amendment type not available online	£25
Add optional covers	FREE	FREE
Changing excess	Amendment type not available online	£25
Change of overnight location	£10	£25
Change of payment details	Amendment type not available online	£25
Change of use	£10	£25
Change of vehicle	£10	£25
Duplicate documents issue	Amendment type not available online	£25

Note: The administration fees include Insurance Premium Tax at the current rate. During the online process the administration fee will be shown excluding Insurance Premium Tax.

- If you are making multiple changes to your policy at the same time, only some of which are available online, contact the Customer Service Centre in the first instance to avoid multiple charges.
- For multiple changes the highest charge will apply.
- Any administration fee charged will be displayed separately to your premium.

RENEWING YOUR POLICY

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

When you renew, you won't need to pay a deposit and your instalments will be spread over 12 direct debit payments. If you already pay by direct debit we will renew the policy automatically by continuing to collect instalment premiums, unless you notify us that you wish to cancel the policy. This will also apply to payments by credit/debit card if you have previously given us permission, otherwise, you must submit a further payment if you wish to renew the policy.

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

TERMINATION OF THE CONTRACT

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

A cancellation fee will apply as follows:

TOTAL POLICY PREMIUM	CANCELLATION FEE
Up to £300	£50
Over £300	£70

(Total Policy Premium excludes interest charges for monthly payments)

The Cancellation Charge includes Insurance Premium Tax at the current rate.

We may cancel this policy by giving you at least 7 days notice at your last known address. If you have not made a claim we will refund the appropriate proportion of the premium already paid for the remainder of the current period of insurance. Calculation of any premium adjustment will be subject to the cancellation fee above, unless the effective date of the cancellation falls within the statutory 14 days right to cancel, when the refund will be subject to an administration fee of £25 inclusive of Insurance Premium Tax at the current rate.

Please see the MORE TH>N BUSINESS website or the 'Policy Cancellation' section of your policy schedule for full details of the terms and fees applicable.

THE LAW AND LANGUAGE APPLICABLE TO THE POLICY

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

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

FINANCIAL OR TRADE SANCTIONS

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

RSA

MORE TH>N BUSINESS Van Choice Insurance is underwritten by Royal & Sun Alliance Insurance plc, which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority as an insurance company and to undertake insurance mediation under Registration No. 202323. You can check this on the Financial Services Register by visiting the FCA's website www.fca.gov.uk/register or by contacting the FCA on 0800 111 6768 or 0300 500 8082.

Policy Wording

ABOUT YOUR VAN INSURANCE POLICY

THIS IS YOUR MORE THAN BUSINESS VAN CHOICE INSURANCE POLICY WORDING.

The information you provided, eligibility criteria and declaration you agreed to, along with this policy wording, 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 vehicle;
- giving us false information about who is the registered keeper or owner of your vehicle;
- giving us false information about what you use your vehicle for
- giving us false information about your business occupation

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.

Please remember, you are only covered by this policy to drive the vehicle whose registration is shown on the Certificate of Motor Insurance, there is no driving other vehicles cover.

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

UNDERSTANDING AND USING YOUR POLICY

Insurance policies can be difficult to understand so we have tried to make this policy easy to read. Some words have a special meaning in your policy and these are listed and explained on pages 19 to 21 Policy definitions – 'Words with special meanings'. From now on wherever a word with a special meaning is used it will be printed in **bold** type.

We have included some explanatory notes in your policy. These are printed in green throughout the policy and do not form part of your policy.

Your policy is in two parts – the policy booklet and the schedule. The policy wording, within your booklet, explains what is and what is not covered, how we settle claims and other important information. The schedule shows which sections of the policy wording apply, the **limits** to the cover

and the premium. Please keep **your** schedule with the policy wording. **We** will send **you** a new schedule whenever **you** or **we** make a change to the insurance and each year before renewal so **you** can check that the cover still meets **your** needs.

Once **you** have received **your** policy **you** will have 14 days to make sure the cover is exactly what **you** need. If it isn't, **you** can ask **us** to make any necessary changes. Alternatively, **you** can request cancellation of the policy and **you** will receive a full refund of premium, as long as no claim has been made (see page 14).

If **you** have any questions please contact **us**. The telephone numbers are on the inside cover of this booklet.

Policy Definitions – Words with Special meanings

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

Accessories

Additional supplementary parts of **your vehicle** including but not limited to racking, other permanently fitted equipment not directly related to **your vehicle's** function as a vehicle, and in van electronics fitted by the manufacturer as part of **your vehicle's** original specification.

Advanced Driver Assistance Systems (ADAS)

A function included in or on **your vehicle** to assist and complement the drivers control of **your vehicle**.

British Isles

For the purposes of this policy 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 vehicle** and who has **your** permission to drive it.

Excess

The amounts shown in **your schedule(s)** which **you** must pay when **you** make a claim which is covered by **your** policy.

Goods

Goods, equipment (excluding tools) or merchandise, owned by **you** or for which **you** are responsible incidental to **your** business as shown on **your schedule**.

In Van Electronics

In van electronics is the following permanently fitted equipment;

- a radio, cassette, compact disc player or other audio equipment;
- a phone or other communication equipment;
- television or other visual entertainment equipment including video cassette recorders, DVD players and games consoles;
- navigation equipment designed primarily for use in **your vehicle**.

Key(s)

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

Market value

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

No Claim Discount

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

Personal Effects

The property of the policyholder or any other person driving **your vehicle** with **your** permission which is not insured under any other insurance policy or any other section of this insurance **policy**.

Period of insurance

The length of time for which your **policy** runs as specified in **your schedule(s)**.

Policy

Your policy is made up of:

- this policy wording;
- **your schedule(s)**; 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
- and is a record of the information that **you** have provided to **us** including assumptions which **we** have made and which **you** have accepted as accurate.

Temporary Hire Van

Any vehicle supplied to **you** under an agreement between **us** and one of **our** temporary hire van suppliers following loss or damage to **your vehicle**.

Territorial limits

These are:

- the **British Isles**;
- journeys by water, rail or air between or within any of these countries, as long as:
 - **your vehicle** 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.

Tools

Hand tools (including hand held power tools) belonging to **you** or **your** employees or for which **you** are legally responsible and used in connection with **your** business as shown on **your schedule**.

Total Loss

Where **your vehicle** 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 **your vehicle** with a similar one in the same pre-accident condition.

Trailer

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

We, us, our

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

You, your

The person or company named as the policyholder in:

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

Your vehicle

The vehicle:

- whose details have been reported to and accepted by **us**; and
- whose registration number is shown in **your Certificate of Motor Insurance** and **your schedule**.

Your partner

- The partner, husband or wife of the policyholder living at the same address as the policyholder and sharing financial responsibility.

Section 1 – Legal Liability to Others

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

WHAT IS COVERED

A. Your cover while driving or using your vehicle including while towing a trailer

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 **your vehicle** or **trailer** causes to another person's property (we will pay up to £5,000,000, including legal costs, for any claim or claims arising from one incident).

B. Cover for other people

This **policy** also covers the following people while using **your vehicle** 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 £5,000,000, including legal costs, for any claim or claims arising from one incident):

- any person who is insured by this **policy** while driving **your vehicle** with **your** permission
- any passenger travelling in, or getting into or out of, **your vehicle**.
- any employer of a person detailed on **your Certificate of Motor Insurance** who is driving **your vehicle** with **your** permission provided that the purpose for which **your vehicle** 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.

C. Cover for legal costs and expenses

We cover **you** and those people in **Section 1**, Part B 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.

D. Cover abroad

We provide the minimum cover required by law to allow **you** to use **your vehicle** 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.

WHAT IS NOT COVERED

1. Loss of or damage to **your vehicle** or **your trailer** 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 **vehicle** 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 vehicle**.
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 laws.
8. Use to secure the release of a vehicle, not otherwise specifically the subject of insurance by this **policy**, which has been seized by, or on behalf of, any government or public authority.

Cover for loss or damage to **your vehicle** is excluded unless **you** ask us to add a foreign use extension and **we** agree and **you** pay any additional premium.

WHAT IS COVERED	WHAT IS NOT COVERED
<p>E. Emergency treatment fees We will pay the cost of any emergency medical treatment required under road traffic laws. If we pay emergency treatment fees, this will not affect your No Claim Discount.</p>	

Section 2 – Loss and Damage to Your Van

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

WHAT IS COVERED	WHAT IS NOT COVERED
<p>Loss and damage excluding fire, lightning, explosion, theft or attempted theft. We cover loss of or damage to:</p> <ul style="list-style-type: none"> • your vehicle; • accessories which are fitted into or onto your vehicle. 	<ol style="list-style-type: none"> 1. Any excess shown under 'Accidental Damage Excess' in your schedule for any loss or damage to your vehicle. 2. Any additional excess shown in your schedule for young or inexperienced drivers for any loss or damage while your vehicle is being driven by them or in their care. This excess will not apply when your vehicle is in the care of: <ul style="list-style-type: none"> • a garage or similar motor trade organisation for servicing or repair; or • a hotel or restaurant for the purpose of parking. 3. Loss of value. 4. Wear and tear. 5. Loss of use. 6. Loss or damage to a part that breaks or fails and any resulting loss or damage caused to any other parts. 7. Damage to tyres caused by punctures, cuts or bursts. 8. Loss or damage resulting from your vehicle being taken, without your permission, by: <ul style="list-style-type: none"> • your partner; • your boyfriend or girlfriend; • your children (including step and foster children); • Domestic staff in your employ anyone who normally lives with you or a member of your Family. 9. Loss or damage caused by deception.
<p>New van cover Up to £3000 above your vehicle's market value at the time of the loss towards a replacement vehicle of the same make and model where</p> <ul style="list-style-type: none"> • Your vehicle is stolen or declared a total loss in it's first year of registration. 	<ul style="list-style-type: none"> • New van cover does not apply to third party only or third party fire and theft policies; • A vehicle not purchased brand new by you • A vehicle not owned by you or supplied to you under a hire purchase agreement • Cover will not apply if a new vehicle of the same make and model is not available for sale in the British Isles • A vehicle over 12 months old at the time of loss

Section 3 – Fire and Theft

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

WHAT IS COVERED	WHAT IS NOT COVERED
<p>We cover loss or damage caused by fire, lightning, explosion, theft or attempted theft to:</p> <ul style="list-style-type: none">• your vehicle; and• accessories which are fitted into or onto your vehicle.	<ol style="list-style-type: none">1. Any excess shown under 'Fire' or 'Theft' excess in your schedule for any loss or damage to your vehicle which is caused by fire theft or attempted theft. These excesses will not apply if your vehicle 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 vehicle being taken, without your permission, by:<ul style="list-style-type: none">• your partner;• your boyfriend or girlfriend;• your children (including step and foster children);• Domestic staff in your employ anyone who normally lives with you or a member of your Family.8. Any loss or damage to your vehicle as a result of theft or attempted theft if:<ul style="list-style-type: none">• your vehicle is unlocked;• your vehicle windows are open;• your vehicle sunroof is open;• your vehicle is left unattended and unlocked with the vehicle keys in or on your vehicle;9. Loss or damage caused by deception.
<p>New Van Cover Up to £3000 above your vehicle's market value at the time of the loss towards a replacement vehicle of the same make and model where</p> <ul style="list-style-type: none">• Your vehicle is stolen or declared a total loss in it's first year of registration.	<ul style="list-style-type: none">• New Van cover does not apply to Third party only or Third party fire and theft policies;• A vehicle not purchased brand new by you• A vehicle not owned by you or supplied to you under a hire purchase agreement• Cover will not apply if a new vehicle of the same make and model is not available for sale in the British Isles• A vehicle over 12 months old at the time of loss

How We Will Settle a Claim Under Sections 2, 3 and 10

A. THE MAXIMUM AMOUNTS WE WILL COVER

We will provide cover up to the following amounts.

1. For **your vehicle**, either;
a) the **market value**; or
b) the cost of a replacement new vehicle (see section 2).
2. For in-van equipment – if the equipment has been fitted as standard by **your vehicle's** manufacturer, **we** consider it to be part of **your vehicle** and so no separate limit applies. Otherwise, we will pay up to the amount shown as 'In-van electronics' on **your schedule**.
3. For any trailer – the amount shown on your schedule (if 'Trailer cover' is shown as included on **your schedule**).
4. For emergency accommodation – up to the amount shown as 'Overnight accommodation' on your schedule (if 'Emergency Care' is shown as included on **your schedule**).

B. HOW WE WILL SETTLE YOUR CLAIM

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

If **your vehicle** 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 vehicle** is lost and never found, or if in our view it is a **total loss**, we will pay either:
a) the **market value**; or
b) the cost of a replacement new vehicle

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

- **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 as included on your schedule.
2. In-van electronics, the windscreen, windows and glass sunroof (if shown as included on **your schedule**)

If the **in-van electronics**, windscreen, windows or glass sunroof are lost or damaged, **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 arrange replacement with property of similar quality and value.

3. Temporary Hire Van (if shown as included on **your schedule**)

If a **temporary hire van** is lost or damaged, **we** will settle the claim with the repairer or **temporary hire van** supplier under the terms of **your policy** and under any agreement **you** have with the repairer, **temporary hire van** supplier or **us** relating to the **temporary hire van**.

Any claim for loss or damage to a **temporary hire van** will affect your **no claim discount** as if **you** were claiming for loss or damage to **your vehicle**. Any excess which would apply to **your vehicle** if **you** had comprehensive cover will also apply to a **temporary hire van**.

C. HIRING AND OTHER AGREEMENTS

If **we** know **you** are paying for **your vehicle** 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 vehicle, **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 vehicle**. If **you** owe under the hire purchase or lease agreement an amount less than the proceeds of **your claim**, **we** will pay **you** the difference
- If **we** replace the vehicle, **we** must have the permission of the company from which **you** are buying or leasing **your vehicle** to do so.

D. PROTECTING, REMOVING AND DELIVERING YOUR VEHICLE

If the loss or damage is covered under **your policy**, **we** will pay the costs of:

- taking **your vehicle** to the nearest repairer if it cannot be driven; and
- delivering **your vehicle** to **your address** in the **British Isles** after it has been repaired.

Section 4 – Trailer Cover

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

WHAT IS COVERED	WHAT IS NOT COVERED
For trailers specified in your schedule we cover: <ul style="list-style-type: none">• loss and damage• loss and damage caused by fire, lightning, explosion, theft or attempted theft.	<ol style="list-style-type: none">1. We do not provide cover for loss or damage to trailers unless the trailer is specified in your schedule.2. You must pay the excess as shown in your schedule in respect of any claim for loss or damage to a detached trailer caused by theft unless the loss or damage occurred as a result of the trailer being taken from a locked garage or building.

Section 5 – No Claim Discount

HOW YOUR NO CLAIM DISCOUNT WORKS

You earn **No Claim Discount** for each year of cover during which **you** do not claim. The discount 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 Discount** in line with the scale shown below.

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

Earned No Claim Discount you are entitled to at the start of your policy or when it was renewed last year.	Earned No Claim Discount applicable at next renewal if claims made during the period of insurance		
	One Claim Revised No Claim Discount	Two Claims Revised No Claim Discount	Three or more Claims Revised No Claim Discount
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

Claims for the following will not affect **Your No Claim Discount**:

1. A non fault claim where **we** have been able to recover full costs or losses.
2. Fees for emergency treatment under [Section 1 – Legal Liability to Others](#).
3. A Claim under [Section 8 – Legal Assistance Plan](#).
4. A Claim under [Section 10 – Windscreen](#), if this is the only damage.
5. A Claim under [Section 11 – Breakdown](#).
6. A Claim under [Section 12 – Personal Accident](#).

If **we** allow a **No Claim Discount** in excess of that actually earned, only the true earned **No Claim Discount** will be stated on **your schedule**. Any additional unearned introductory discount may be reduced in the event of a claim.

Section 6 – No Claim Discount Protection

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

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

HOW YOUR NO CLAIM DISCOUNT PROTECTION WORKS

Earned No Claim Discount you are entitled to at the start of your policy or when it was renewed last year.	Earned No Claim Discount applicable at next renewal if claims made during the period of insurance				
	One Claim Revised No Claim Discount	Two Claims Revised No Claim Discount	Three Claims Revised No Claim Discount	Four or more Claims Revised No Claim Discount	Five or more Claims Revised No Claim Discount
9 years	9 years	9 years	3 years	1 year	Zero
8 years	9 years	8 years	3 years	1 year	Zero
7 years	8 years	7 years	3 years	1 year	Zero
6 years	7 years	6 years	3 years	1 year	Zero
5 years	6 years	5 years	3 years	1 year	Zero
4 years	5 years	4 years	2 years	Zero	Zero

Your No Claim Discount will not be reduced as indicated in **Section 5 – No Claim Discount** unless **you** have more than two claims in a five year period.

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

Your No Claim Discount Protection will remain in force provided that **you** have no more than one claim in a five year period.

If **you** have two claims within a five year period **your** no claims discount is not reduced but this section ceases to operate and **your No Claims Discount** for any further claims will operate as shown in **Section 5 No Claim Discount**. Claims for the following will not affect **Your No Claim Discount**:

1. A non fault claim where **we** have been able to recover full costs or losses.
2. Fees for emergency treatment under **Section 1 – Legal Liability to Others**.
3. A Claim under **Section 8 – Legal Assistance Plan**.
4. A Claim under **Section 10 – Windscreen**, if this is the only damage.
5. A Claim under **Section 11 – Breakdown**.
6. A Claim under **Section 12 – Personal Accident**.

If **we** allow a **No Claim Discount** in excess of that actually earned, only the true earned **No Claim Discount** will be stated on **your schedule**. Any additional unearned introductory discount may be reduced in the event of a claim.

Section 7 – Foreign Use Extension

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

COVER ABROAD

Section 1 Legal Liability to others provides the minimum cover required by law to allow **you** to use **your vehicle** 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.

This Foreign Use Extension is for when **you**;

- are temporarily visiting any country outside the **British Isles** or the above countries
- are temporarily visiting any of the above countries and wish to extend **your cover** to include all cover provided by **Section 1 Liability to Others** and **Section 3 Fire and Theft** if **you** already have these covers within the **British Isles**
- are temporarily visiting any of the above countries and wish to extend **your cover** to

include all cover provided by **Section 1 Liability to Others**, **Section 2 Loss or Damage** and **Section 3 Fire and Theft** if **you** already have these covers within the **British Isles**.

We will temporarily extend cover for **your vehicle** to include **Section 1 Liability to Others**, **Section 2 Loss or Damage** and **Section 3 Fire and Theft** while outside the **British Isles** provided that:

- **you** ask for the cover before **you** leave the **British Isles**
- **you** tell **us**;
 - how long **you** need the cover for
 - which countries **you** will visit
 - who will drive **your vehicle**
 - **we** agree to provide the cover **you** ask for.

Cover for **your vehicle** is excluded whilst driving abroad. If **you** want the same level of cover that **you** have in the UK whilst driving abroad then **you** must ask **us** to include a foreign use extension on **your policy** before **you** travel and **you** must pay an additional premium for this.

Section 8 – 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 vehicle** by **you** following a motor accident within the **British Isles**.

Legal representative

Any solicitor or other suitably qualified person appointed by **you** to act on **your** behalf in relation to **your motor accident**.

Limit of indemnity

The maximum amount payable by **us** in respect of the cover provided as shown in **your schedule** or **policy** wording.

Motor accident

An occurrence which gives rise to accidental loss of or damage to **your vehicle** or **your** property, or accidental bodily injury to **you**.

Reasonable Prospects

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

Road Traffic Proceedings

Criminal proceedings brought against **you** for any offence under the road traffic laws whilst using **your vehicle** within the **British Isles** in relation to a **motor accident** (other than those which are already provided for under Section 1 Part C, cover for legal costs and expenses).

Uninsured losses

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

We, us, our

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

You, your

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

Your vehicle

The vehicle stated in the **schedule**, any replacement vehicle we arrange for **you** while **your vehicle** is being repaired after **you** have claimed under this **policy**, any other vehicle which **your certificate of 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 vehicle**.

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.

WHAT IS NOT COVERED UNDER A, B AND C

1. Any claim in relation to any **motor accident** where **you** were at fault.
2. Anything which is already covered under **your policy** including claims brought by third parties against **you** in relation to any **motor accident**, whether **you** were at fault or not.
3. Any **legal expenses** in relation to claims which we do not believe have **reasonable prospects** or are not reasonable to pursue (as explained further at Condition B below).
4. Any shortfall between **your legal expenses** and the costs recoverable, or that would reasonably be expected to be recoverable from another party, pursuant to the Civil Procedure Rules (or its Scottish or Northern Irish legal equivalent).
5. **Legal expenses** if the claim is reported to us more than 180 days after the **motor accident**.
6. **Legal expenses** if the **motor accident** occurred before the start of cover under this section.
7. **Legal expenses** incurred before we have accepted the claim in writing unless this has been agreed by us.
8. Any **legal expenses** incurred and/or which **you** have been ordered to or agreed to pay as a result of delays or unreasonable behaviour by **you** or **your** failure to accept or the late acceptance of any offer to settle, without our permission.
9. **Legal expenses** incurred because **you** have withdrawn from the **legal proceedings** without our permission. We will be entitled to recover from **you** any amount we have paid or have to pay in respect of **your claim** as a result of this withdrawal.
10. **Legal expenses** payable as a result of any damages based agreement **you** have entered into without our approval to the extent that our liability would be increased by such agreement

WHAT IS COVERED

2) Claims subject to Fixed Cost rules

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

(3) All other claims for Uninsured Losses

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

We will also pay legal expenses for any category of claim listed above which a court has ordered you to pay or which you have agreed to pay on the advice of your legal representative.

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

The most we will pay for all legal expenses arising from a claim or series of connected claims is the limit of indemnity shown in the schedule.

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

B – DEFENCE COSTS FOR ROAD TRAFFIC PROCEEDINGS

In the event of a motor accident, we will also pay all costs, expenses and disbursements which your legal representative reasonably and proportionately charges you to:

- defend you under any road traffic proceedings, or
- represent you if you have pleaded guilty in respect of any road traffic proceedings, if a conviction may result in you being disqualified or suspended from driving, except that we will not pay more than the value of the sum shown in your Schedule in relation to road traffic proceedings arising from one prosecution or a series of connected prosecutions.

WHAT IS NOT COVERED UNDER A, B AND C

11. Any claim arising from damage to your vehicle where such claim is made against you.
12. The expenses for an expert witness, unless we have given prior written permission for the witness to be appointed.
13. Any legal expenses which you can claim under another insurance policy or which you could have claimed if you had kept to the terms of that policy.
14. Any claim arising from a malicious act.
15. Legal expenses which you are able to recover from another person.
16. Legal costs and expenses of defending road traffic proceedings resulting from offences connected with violent or dishonest conduct.
17. The legal costs and expenses of any appeal if you are unsuccessful in any road traffic proceedings.
18. Legal Expenses for claims arising from defective repairs, mechanical breakdown or general maintenance of your vehicle.
19. Any costs incurred by you or your legal representative in providing us with any information or documentation under this policy.

WHAT IS COVERED

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

CONDITIONS

A. CONTROL OF CLAIMS

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

You must:

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

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

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

If in any legal proceedings your claim is not successful and you want to appeal, you must write and tell us and your legal representatives no later than:

- 14 days before the time for making an appeal ends; or

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

We will cover your legal expenses for the appeal if we agree with your legal representative that your appeal has reasonable prospects and it is reasonable to pursue (as set out more fully at Condition B, below).

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

We will continue to pay your legal expenses so long as we remain satisfied that:

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

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

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

If **your legal representative** is not of the view that **your claim** has **reasonable prospects**, we will on **your request** pay **your legal expenses** for the circumstances to be reviewed further by **your legal representative**, for a period of no longer than 2 hours, to reassess the prospects of success.

If, at the end of this further review, **your legal representative** is of the opinion that the claim has **reasonable prospects**, we will continue to pay **your legal expenses**.

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

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

C. ACCOUNTS AND LEVEL OF EXPENSES

You or the **legal representatives** must pass on to **us** all accounts for **legal expenses** as soon as possible after receiving them.

We may require **you** to ask the **legal representatives** to have the **legal expenses** assessed, taxed or audited to determine to what extent **legal expenses** are payable.

D. SETTLING EARLY

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

If **we** or **your legal representatives** feel that an offer to settle the claim should be accepted but **you** reject that offer and if **you** are eventually awarded or agree to accept an offer which is equal to or lower than the offer **you** had rejected,

we will not pay for any legal expenses incurred and/or which **you** are ordered to pay from the date of the offer which **you** rejected.

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

E. OPTIONS TO REIMBURSE

Where in **our** reasonable opinion **you** would suffer no detriment, **we** may choose to pay **you** the value of the claim for **uninsured losses** in full and final settlement of any entitlement to indemnity for **legal expenses**.

F. CONFLICT OF INTEREST

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

G. DISPUTE RESOLUTION

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

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

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

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

H. CANCELLATION

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

We may cancel this section of the **policy** if **we** send **you** a letter giving **you** 7 days' notice, to **your last known address**. **We** will then refund the appropriate proportion of the premium.

Section 9 – Temporary Hire Van

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

WHAT IS COVERED	WHAT IS NOT COVERED
A temporary hire van will be supplied by us for the duration of the period specified in your schedule while your vehicle is being repaired or replaced provided the damage or loss to your vehicle is as a result of an incident covered under Section 2 Loss and Damage or Section 3 Fire and Theft .	If your vehicle has been declared a total loss or has been stolen the maximum period we will supply a hire vehicle for is the number of days shown on your schedule .

If a hire van is lost or damaged, **we** will settle the claim with the supplier of the hire van under the terms of **your policy** and under any agreement **you** have with the supplier or **us** relating to the hire van.

Any claim for loss or damage to a hire van will affect **your No Claim Discount** as if **you** were claiming for loss or damage to **your vehicle**. Any **excess** which would apply to **your vehicle** will also apply to a hire van.

The Supplier may:

- require sight of the **driver's** driving licence before the hire van 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 van.

A **temporary hire van** is a van of similar size and capacity to that insured under this **policy** but sometimes it may not be possible to supply **you** with a similar sized van and the van **you** receive may be smaller or of a different body type to **your normal vehicle**.

CANCELLATION

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

We may cancel this section of the **policy** if **we** send **you** a letter giving **you** 7 days' notice, to **your** last known address. **We** will then refund the appropriate proportion of the premium already paid in respect of this section for the remaining **period of insurance**.

Section 10 – Windscreen

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

WHAT IS COVERED	WHAT IS NOT COVERED
<p>We cover loss of or damage to the windscreen, windows and glass sunroof of your vehicle and any scratches to the bodywork that is caused by the broken glass.</p> <p>If a Temporary Hire Van 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 hire vehicle.</p> <p>If you only make a claim under this section it will not affect your No Claim Discount.</p>	<p>Any excess shown under 'Windscreen or Window Glass Replacement Excess or Windscreen or Window Glass Repair Excess' in your schedule. This excess will not apply when your vehicle is in the care of:</p> <ul style="list-style-type: none">• a garage or similar motor trade organisation for servicing or repair; or• a hotel or restaurant for the purpose of parking.

Section 11 – 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 **vehicle hire**, and any other help we may give **you**.

Your vehicle

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

Breakdown

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

Emergency assistance

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

Immobilised

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

Replacement vehicle

A hire vehicle supplied by **us**. Where possible this will be of a similar type to **your own vehicle**.

United Kingdom

England, Scotland, Wales and Northern Ireland.

PART 1 – 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	WHAT IS NOT COVERED
<p>If your vehicle breaks down, we will provide emergency assistance at the scene of the breakdown:</p> <ul style="list-style-type: none">(i) for up to one hour, to make it roadworthy or(ii) if your vehicle 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(iii) for replacement fuel if the breakdown has been caused by your vehicle running out of fuel(iv) if your vehicle is immobilised as a result of a flat battery or flat tyre, or incorrect fuel being accidentally put in your vehicle(v) if you accidentally lock your vehicle keys in your vehicle or if your vehicle is immobilised due to loss of or damage to your vehicle keys when we provide emergency assistance for this service, we will ask you to provide suitable identification. <p>After a breakdown, if you ask, we will try to get a message to a person of your choice as long as we can contact that person by phone, text message, email or fax.</p>	<ul style="list-style-type: none">1. Emergency assistance at or within one mile of your home address, or where your vehicle is normally kept, except where you have cover under Part 3 – Homecall.2. The cost of transporting your vehicle 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.3. Onward transportation of goods.4. Recovery or onward transportation of your vehicle:<ul style="list-style-type: none">(i) which cannot be recovered by normal breakdown recovery vehicles OR(ii) which is carrying hazardous goods OR(iii) which is carrying livestock (except at the discretion of the recovery operative).

PART 2 – RECOVERY

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

WHAT IS COVERED	WHAT IS NOT COVERED
<p>If your vehicle 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 vehicle is normally kept. We will pay the costs (no more than the cost of a standard-class rail ticket) for one person to collect your vehicle after repairs have been completed.</p> <p>We will also pay the cost of the following:</p> <ul style="list-style-type: none">• continuing the journey to your destination or repairer, or returning to your home address or where your vehicle is normally kept, for the driver and up to eight passengers.f	<ol style="list-style-type: none">1. Emergency assistance at or within one mile of your home address, or where your vehicle is normally kept, except where 'Homecall' also applies.2. Any costs for vehicle hire if the hire of a replacement vehicle has been refused by the hirer under the hirer's normal terms and conditions.3. Onward transportation of goods.4. Recovery or onward transportation of your vehicle:<ol style="list-style-type: none">(i) which cannot be recovered by normal breakdown recovery vehicles OR(ii) which is carrying hazardous goods OR(iii) which is carrying livestock (except at the discretion of the recovery operative).
<p>We will do this by providing:</p> <ul style="list-style-type: none">• A replacement vehicle. The size and type of replacement vehicle that will be supplied cannot be guaranteed and may be smaller and of a different type to your vehicle.• 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 breakdown section of your schedule.<p>If you are declared medically unfit to drive your vehicle during the journey and none of the passengers can drive it, we will recover your vehicle, and will transport it, the driver, and up to eight passengers, to your destination, your home address or where your vehicle is normally kept. You will need to produce some form of medical certificate confirming that you are medically unfit to drive.</p>	

PART 3 – 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	WHAT IS NOT COVERED
<p>If your vehicle breaks down 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 vehicle roadworthy.</p> <p>If your vehicle cannot be made roadworthy, we will arrange for it to be taken to a repairer of your choice.</p>	<ol style="list-style-type: none">1. The cost of transporting your vehicle 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.2. Onward transportation of goods.

PART 4 – 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, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovak Republic, Slovenia, Spain, Sweden, Switzerland and Tunisia.

WHAT IS COVERED	WHAT IS NOT COVERED
<p>If your vehicle is immobilised 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 vehicle roadworthy.</p> <p>If your vehicle 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 ticket) for one person to collect your vehicle after repairs have been completed.</p> <p>We will also pay for the following:</p> <ul style="list-style-type: none">• continuing the journey to the destination or to the repairer, for the driver and up to eight passengers. <p>We will do this by providing:</p> <ul style="list-style-type: none">• A hire vehicle supplied by us, of a similar type to your own vehicle. The size and type of replacement vehicle that will be supplied cannot be guaranteed and may be smaller and of a different type to your vehicle. 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. <p>Or, we will pay emergency accommodation for one night for you and up to eight passengers while waiting for repairs to be completed. This will include bed and breakfast but no other meals or expenses. The maximum amount we will pay is shown in your schedule.</p>	<ol style="list-style-type: none">1. Any costs for vehicle hire if the hire of a replacement vehicle has been refused by the hirer under the hirer’s normal terms and conditions.2. Onward transportation of goods.3. Recovery or onward transportation of your vehicle:<ol style="list-style-type: none">(i) which cannot be recovered by normal breakdown recovery vehicles OR(ii) which is carrying hazardous goods OR(iii) which is carrying livestock (except at the discretion of the recovery operative).

WHAT IS COVERED

If **your vehicle** 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 vehicle** to **your** home address or where **your vehicle** 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 vehicle** in the **United Kingdom**; or
- the cost for one person to travel by public transport to collect **your vehicle** and drive it direct to **your** home address or where **your vehicle** is normally kept. The maximum amount **we** will pay will be the cost of a standard class ticket.

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

If **you** are declared medically unfit to drive **your vehicle** during the journey and none of the passengers can drive it, **we** will provide a suitably-qualified **driver** to drive **your vehicle** to **your** destination, **your** home address or where **your vehicle** is normally kept. **We** will try to supply a **driver** at a time that is convenient to **you** but **we** cannot guarantee to provide this service within any specific 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 vehicle** running out of fuel, **we** will provide **emergency assistance** for replacement fuel.

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

We will provide **emergency assistance** if **your vehicle** 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 vehicle** 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.

WHAT IS NOT COVERED

PART 5 – CONDITIONS

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

A. Condition of your vehicle

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

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

You must carry a serviceable spare wheel for **your vehicle** (including a spare wheel for any caravan or trailer whilst being towed) at all times unless **your vehicle** was manufactured without the provision of a spare wheel.

Your vehicle 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. You must provide receipts for any expenses **we** have authorised that **you** have to pay in connection with any **emergency assistance** **we** provide.

D. If a request for **emergency assistance** is in any way fraudulent, **you** will lose all benefits under this sub-section.

E. 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.

F. Conditions of vehicle hire

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

The **replacement vehicle** 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, 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 vehicle hirer against the vehicle not being returned.

The availability of vehicle hire is not guaranteed.

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

G. Safety of contents

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

H. Responsibility for the repairer's acts or neglect

Once **your vehicle** has been taken to a repairer, **we** will not be responsible for any repair work they do while they are following **your** instructions. **We** do not accept responsibility for any loss or damage as a result of something the repairer does or does not do.

I. Emergency assistance which is no longer needed

After asking for **emergency assistance**, if **you** or anyone covered under the **policy** repairs **your vehicle** 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.

J. Collecting the vehicle following a repair

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

PART 5 – CONDITIONS

K. Notice

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

L. 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 10 – Windscreen** or **Section 11 – 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**. This refund may be subject to an administration charge. Please see 'Your Charges Explained' section of **your schedule**.

We may cancel this section of the **policy** if **we** send **you** a letter giving **you** 7 days' notice, to **your** last known address. **We** will then refund the appropriate proportion of the premium already paid in respect of this section for the remaining **period of insurance**.

PART 6 – EXCLUSIONS

WHAT IS COVERED	WHAT IS NOT COVERED
	<p>Applicable to all levels of Breakdown cover.</p> <ol style="list-style-type: none">Any labour charge for work in addition to emergency assistance, the cost of spare parts and the cost of replacing fuel or vehicle keys.The cost associated with draining or removing an inappropriate fuel or other fluid having been put in your vehicle.Damage as a direct result of getting into your vehicle after you have asked for emergency assistance.Cover for an incident if you are entitled to claim for the same incident under another policy.Any expenses which would have arisen in the normal course of the journey.If your vehicle has been partly or completely buried in mud, snow, sand or water, and this is the sole reason for claiming.Breakdown resulting from poor repair or attempted repair that was carried out during the journey without our agreement.Any breakdown which is the result of a deliberate act by anyone covered under the policy.Breakdown resulting from your vehicle carrying more passengers, or towing a greater weight, than intended, or driving on unsuitable ground.Breakdown of any trailer.Any liability or any other costs or losses that result directly or indirectly from providing emergency assistance.Any extra hire vehicle charges, other than the rental charge, if we provide a hire vehicle.Any incident, which results in your vehicle being immobilised, which happened before cover under this section of the policy started.

WHAT IS COVERED	WHAT IS NOT COVERED
	<ol style="list-style-type: none"> 14. Requests for emergency assistance resulting from not being able to get fuel or other supplies essential for your vehicle to move, due to fuel or other supplies being scarce in the country in which you are driving. 15. Any costs arising out of your vehicle being used for racing competitions, rallies or trials or in connection with the motor trade. 16. Loss or damage to the contents of your vehicle. 17. Any cost you have to pay for sea or river transit unless claimed under Part 4 – European Assistance. 18. Any costs we have not agreed to pay beforehand. 19. Recovering your vehicle if it is considered to be dangerous or illegal to load or transport. 20. 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. 21. More than 5 breakdowns within one period of insurance. 22. Any storage charges you may have to pay while your vehicle is being repaired at a garage.

Section 12 – Personal Accident

This section only applies if Comprehensive cover is in force.

WHAT IS COVERED	WHAT IS NOT COVERED
<p>We will pay up to £5,000 if you or your driver are accidentally injured:</p> <ul style="list-style-type: none"> • in your vehicle; or • while getting into or out of your vehicle <p>The injury must be directly connected with your vehicle and the only cause within 3 months of</p> <ul style="list-style-type: none"> • 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. <p>You and your driver must keep to the law relating to seatbelts.</p> <p>We will only pay one benefit for death or injury to any person for any one incident.</p>	<p>We do not cover the following:</p> <ol style="list-style-type: none"> 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 13 – Emergency Care

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

WHAT IS COVERED	WHAT IS NOT COVERED
<p>Medical Expenses We will pay 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 vehicle.</p> <p>Emergency Overnight Accommodation We will pay for necessary expenses for emergency accommodation, up to the amount shown as 'Emergency overnight accommodation' in your schedule, if you or any other driver:</p> <ul style="list-style-type: none">• Cannot use your vehicle during a journey as a result of loss or damage which we cover and;• Cannot reach your destination. <p>Replacement Locks We cover theft or loss of your vehicle key(s) up to the amount shown as 'Replacement Locks' in your schedule.</p> <p>We will settle the claim by paying to replace the appropriate locks or lock mechanism, the lock transmitter and central locking interface including re-coding or if necessary replacing the alarm system.</p>	<p>The maximum amount we will pay as a result of the loss or theft of your vehicle keys will not exceed the limit shown in your schedule.</p>

CANCELLATION

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

We may cancel this section of the **policy** if **we** send **you** a letter giving **you 7 days'** notice, to **your last known address**. **We** will then refund the appropriate proportion of the premium already paid in respect of this section for the remaining **period of insurance**.

Section 14 – In Van Electronics

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

Cover under this section is in respect of equipment which has not been fitted as part of **your vehicle’s** original specification.

If the equipment is part of **your vehicle’s** original specification, we consider it to be part of **your vehicle** and any claim for damage to that equipment will be met under **Section 2 – Loss and Damage** or **Section 3 – Fire and Theft** of this policy.

WHAT IS COVERED	WHAT IS NOT COVERED
<p>In van electronics and Portable navigation equipment designed primarily for use in your vehicle and which is not permanently fitted.</p> <p>We will pay up to the amount shown as in van electronics on your schedule.</p> <p>We will pay for the damage to be repaired (if repairs can be made for a reasonable cost) or;</p> <p>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.</p>	<ol style="list-style-type: none">Equipment which is part of your vehicle’s original specification fitted by the manufacturer or dealer at first registration.Loss or theft of portable satellite navigation equipment when there is no-one in your vehicle, unless it is stored out of sight in either a locked boot or glove compartment.Loss of value.Wear and tear.Any loss or damage to your vehicle as a result of theft or attempted theft if:<ul style="list-style-type: none">your vehicle is unlocked;your vehicle windows are open;your vehicle sun roof is left open or unlocked;Theft of any property from a pick-up truck unless stolen from the cab of your vehicle.your vehicle key(s) are in, or on your vehicle; when it is unattended and unlocked or;The incident hasn’t been reported to the Police.Loss or damage caused by deception.Loss or damage of portable navigation equipment while not in your vehicle. <p>Payment can only be made under this section if a claim is made under Section 2 – Loss and Damage or Section 3 – Fire and Theft.</p>

CANCELLATION

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

We may cancel this section of the **policy** if **we** send **you** a letter giving **you** 7 days’ notice, to **your** last known address. **We** will then refund the appropriate proportion of the premium already paid in respect of this section for the remaining **period of insurance**.

Section 15 – Personal Effects

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

WHAT IS COVERED	WHAT IS NOT COVERED
<p>We cover loss of or damage to personal effects in or on your vehicle up to the amount shown as 'Personal Effects' in your schedule. We will pay you or, if you prefer, the owner of the property.</p>	<ol style="list-style-type: none">1. Money, stamps, tickets, documents, bonds, vouchers, lottery tickets, scratchcards, raffle tickets, Air Miles, trade samples or any property insured under any other insurance policy.2. Loss of or damage to personal effects carried in or on a trailer.3. Wear, tear, loss of value and loss of use.4. Any loss or damage to your vehicle as a result of theft or attempted theft if:<ul style="list-style-type: none">• your vehicle is unlocked;• your vehicle windows are open;• your vehicle sun roof is left open or unlocked;• Theft of any property from a pick-up truck unless stolen from the cab of your vehicle.• your vehicle key(s) are in, or on your vehicle; when it is unattended and unlocked or;• The incident hasn't been reported to the Police.5. Loss or damage caused by deception.6. Goods, tools of trade/samples connected with your work or any other trade or any container for these things.7. Portable navigation equipment designed primarily for use in your vehicle.8. Tools. <p>Payment can only be made under this section if a claim is made under Section 2 – Loss and Damage or Section 3 – Fire and Theft.</p>

CANCELLATION

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

We may cancel this section of the **policy** if we send you a letter giving you 7 days' notice, to your last known address. We will then refund the appropriate proportion of the premium already paid in respect of this section for the remaining **period of insurance**.

Section 16 – Goods in Transit

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

WHAT IS COVERED	WHAT IS NOT COVERED
<p>We cover loss or damage to goods:</p> <ul style="list-style-type: none">• in or on your vehicle• being loaded onto your vehicle• being unloaded from your vehicle <p>We will pay you or, if you prefer, the owner of the property the value of the loss or damage up to the limit shown in your policy schedule.</p>	<ol style="list-style-type: none">1. Tools.2. Personal Effects.3. Money, stamps, tickets, documents, bonds, vouchers, lottery tickets, scratch cards, raffle tickets, air miles, trade samples or any property insured under any other insurance policy.4. Loss or damage to glass, china, marble, earthenware, scientific instruments, furniture, antiques, curios, sculptures, work of art, pictures, prints, drawings, engravings and goods of a brittle nature, unless caused by fire or theft or as a direct result of collision or overturning of your vehicle.5. Laptop, palm top or similar portable computer equipment.6. Deterioration of refrigerated stock due to breakdown, malfunction or incorrect setting of the refrigeration unit.7. Satellite navigation or similar communication equipment.8. Mobile, cellular, WAP or other portable telephone equipment.9. Microchips, microprocessors, central processing units, system boards, memory boards, memory sound or video cards, or components of a similar nature.10. Theft while your vehicle is unattended and any window, door or sunroof of your vehicle is unlocked.11. Theft of any property from a pick-up truck unless stolen from the cab of your vehicle. <p>Overnight Exclusion Loss or damage for the following goods left in your vehicle between the hours of 22.00 and 06.00 is excluded:</p> <ul style="list-style-type: none">• Tobacco wines & spirits• Jewellery, furs, antiques and works of art• Electronic equipment including but not limited to televisions, MP3 players, mobile phones, digital radios etc <p>Payment can only be made under this section if a claim is made under Section 2 – Loss and Damage or Section 3 – Fire and Theft.</p>

CANCELLATION

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

We may cancel this section of the **policy** if **we** send **you** a letter giving **you** 7 days' notice, to **your** last known address. **We** will then refund the appropriate proportion of the premium already paid in respect of this section for the remaining **period of insurance**.

Section 17 – Tools in Van

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

WHAT IS COVERED	WHAT IS NOT COVERED
Loss or damage to tools in or on the vehicle.	<div><div><div>1. Theft of any property from a pick-up truck unless stolen from the cab of the motor vehicle.</div><div>2. Theft while your vehicle is unattended and any window, door or sunroof of your vehicle is unlocked.</div><div>3. laptop, palm top or similar portable computer equipment.</div><div>4. satellite navigation or similar communication equipment.</div><div>5. mobile cellular WAP or other portable telephone equipment.</div></div><div>Payment can only be made under this section if a claim is made under Section 2 – Loss and Damage or Section 3 – Fire and Theft.</div><div>We will pay you or, if you prefer, the owner of the property the value of the loss or damage up to the limit shown in your policy schedule.</div></div>

CANCELLATION

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

We may cancel this section of the **policy** if **we** send **you** a letter giving **you** 7 days' notice, to **your** last known address. **We** will then refund the appropriate proportion of the premium already paid in respect of this section for the remaining **period of insurance**.

Conditions Which Apply to Your Whole Policy

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

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

A. REPORTING A CLAIM

You must tell **us** as soon as 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 vehicle** 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 vehicle** 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 **vehicle** 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

Please refer to the 'What **you** should do if there is an accident or theft' section of this **policy** booklet for important information **you** will need in the event of having to make a claim. 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. FRAUD – PROVISION OF FALSE INFORMATION

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

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

Your policy may be deemed to be invalid from the date **you** provided **us** with such information and all benefits under this **policy** including the right to any return premium 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.

D. 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

E. 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 vehicle** 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.

F. CHANGES IN RISK

You must tell us immediately:

- if **you** get an extra **vehicle** or change **your vehicle** for another one;
- if there is a change in use of **your vehicle** (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 vehicle**.

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 offences including fixed penalty offences, or has any prosecutions pending. If **you** or any other **driver** receive a driving disqualification **you** must tell us about this immediately, 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 vehicle** changes;
- if the registered keeper or owner of **your vehicle** changes;
- if the place where **your vehicle** is usually kept changes;
- if any modifications are made to **your vehicle** (e.g. any changes which may affect **your vehicle's** performance);

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

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

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

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

G. LOOKING AFTER YOUR VEHICLE

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

When there is no one in **your vehicle**, it must be locked and the **key(s)** removed from in or on **your vehicle**;

- **your key(s)** are as valuable as **your vehicle** and **you** must make sure they have been secured against theft.

If **you** suspect or are advised of any defect in the operation of any **Advanced Driver Assistance System** which has been fitted as standard to **your vehicle** **you** must arrange for the defect to be rectified by the manufacturer or replaced.

For any device fitted after **your vehicle** was originally manufactured where **you** choose not to replace or repair please advise us.

You must allow **us** to have free access to examine **your vehicle** at all times. Including the review and use of any information held by any **Advanced Driver Assistance System** in or on **your vehicle** and **we** may request **you** provide **us** with the contact details for any third party controlling or managing such information.

We will not release **your** driving information to the police or any civil authorities unless

- A) **We** have **your** permission or
- B) **We** are required to do so by law or
- C) **We** suspect fraud or attempted fraud

Data will only be disclosed to **our** agents and subcontractors for operational reasons

H. CANCELLING YOUR POLICY

We or **you** can cancel **your policy**. Please see the 'Policy Cancellation' section of **your policy schedule** for terms and fees applicable.

If **we** cancel **your policy**, **we** will write to **you** at **your** last known address. In our letter **we** will confirm that all cover will end 7 days after the date on the letter. Please see the 'Policy Cancellation' section of **your policy schedule** for terms and fees applicable.

We reserve the right to cancel **your policy** in the event that there is 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. However, **we** will send a letter to **your** last known address and give **you** the opportunity to pay the premium within 7 days.

I. OTHER INSURANCE

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

J. 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.

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** e-mail address;
- **You** change **your** postal address.

O. FINANCIAL OR TRADE SANCTIONS

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

If any such prohibition or restriction takes effect during the **policy** period **we** or **you** may cancel that part of this **policy** which is prohibited or restricted with immediate effect by giving written notice to the other at their last known address (or in the case of Northern Ireland **we** will write to the Department of the Environment for Northern Ireland).

If the whole or any part of the **policy** is cancelled **we** will give **you** a full refund of premium for any unexpired period of cover **we** will do this only if **you** have not made a claim during the period of insurance.

Exceptions Which Apply to Your Whole Policy

A. USE AND DRIVING

We will not cover any claim if **your vehicle** 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
- driven by or in the charge of any person under 25 years of age unless that person is named in **your schedule**

This does not apply to claims under sections 2, 3 or 10 if **your vehicle** 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 do not cover any liability which results only from an agreement **you** have made.

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 any consequence of riot or civil commotion occurring in Northern Ireland. **We** do not apply this Exclusion to **Section 1** of **your policy**.

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, DE-RESTRICTED TOLL ROADS, TRIALS AND TRACK USE

We will not cover any claim if **your vehicle** is used:

- in a rally;
- in a competition;
- in a motor trial;
- on a racetrack;
- on a circuit;
- on a de-restricted toll road;
- 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 vehicle**.

J. DELIBERATE ACTS

We do not cover any loss or damage to **your vehicle** 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 do not cover any loss of or damage to **your vehicle**, if, as the result of the incident, **you** or anyone insured under the **policy** is convicted of driving whilst under the influence of alcohol or

drugs. Our liability will be limited to the cover required under the Road Traffic Act and **we** will reserve the right to recover any amounts **we** are required to pay.

This does not apply to amounts paid or which **we** are required to pay under Section 8 – Legal Assistance Plan.

L. FUEL

We do not cover any loss or damage resulting from incorrectly maintaining or fuelling your **vehicle**.

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 then.
3. If your vehicle 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 vehicles before and after the accident;
 - the road layout;
 - any obstructions to your or other road users' vision;
 - the position of any witnesses; and
 - anything else which could be relevant to the cause of the accident (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 immediately.
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 vehicle 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 immediately.

Ideally when you call you will provide:

- Name, address and contact phone number(s) for you, and the driver of your vehicle if different.
- We will ask for information about convictions so please have any driving license(s) ready when you call.
- Personal details necessary to confirm your identity.
- Your policy number.
- Information about your vehicle 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 vehicle 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 you to provide us with any reasonable assistance or evidence that we require.

VEHICLE REPAIRS

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

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

IF YOUR VEHICLE IS STOLEN OR NOT FIT TO DRIVE

If you have purchased the optional [Section 9 Temporary Hire Van](#) cover we will provide you with a hire van from our preferred supplier up to the limit shown in your schedule.

IF YOUR VEHICLE IS DAMAGED BUT ROADWORTHY

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

If you use one of our recommended repairers we will:

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

Any temporary hire van provided by us is intended to keep you mobile whilst the repairs are carried out and is not meant to be equivalent in terms of the size, type, value or status of your van.

If you have purchased Section 9 – Temporary hire van 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 van for you. We will give you a hire van up to the limit shown on your Schedule.

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

- require a written estimate which **we** must approve prior to repairs commencing
- require the damage to be assessed by one of **our** own engineers
- not guarantee any repair even though **we** may pay for those repairs directly

IF YOUR VAN IS STOLEN OR TOTAL LOSS

If **you** have purchased **Section 9 – Temporary hire van upgrade** **we** will provide **you** with a hire van from one of **our** preferred suppliers up to the limit shown on **your schedule** or until the repair is complete whichever is sooner.

How to Make Your Vehicle More Secure

IMPORTANT THINGS TO REMEMBER TO KEEP YOUR VAN SAFE

- Whenever there is no-one in your vehicle, lock your vehicle doors, shut the windows and sun roof. Don't forget to lock your garage as well. A few seconds is all it takes for a thief to steal your vehicle or its contents.
- Take care where you park your vehicle. 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 vehicle 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 vehicle. Thieves have been known to reach through passenger windows when the vehicle 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 vehicle, keep any portable satellite navigation equipment, including any removable fittings which may attract a thief (such as suction cups), in a locked compartment or locked glove compartment of your vehicle.
- Take your key(s) out of the ignition when there is no-one in your vehicle (for example, at a petrol station), even if it is only for a few seconds. If the key(s) are in, or in the vicinity of, your vehicle and your vehicle is stolen, whether your vehicle 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 vehicle keys once they are removed from the vehicle. 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.

What You should do if You Want to Take Your Vehicle 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](#) and [Section 3 – Fire and Theft](#) in the British Isles to those countries covered by the Foreign Use Extension for the time your vehicle is in, or is being transported to or from, those countries.

Your policy provides cover during the period of insurance, under [Section 1 – Legal liability to others](#), [Section D – Cover Abroad](#), while your vehicle 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 vehicle.

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 7](#).

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.

Although Green cards are no longer a requirement within the European Union, for added peace of mind we can issue a Green card for the duration of your foreign trip if you ask us, please call us for details.

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 outside the UK 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).

DRIVING ABROAD: COVER SUMMARY

LOCATION	WHAT IS COVERED	WHAT IS NOT COVERED
Great Britain, Northern Ireland, the Isle of Man, the Channel Islands and the Republic of Ireland or in transit between these territories.	Full policy cover.	Standard policy exclusions.
All EU member states plus Iceland, Leichtenstein, Norway, Serbia, Switzerland and Andorra.	The minimum legal third party insurance requirement in the country you are driving in. Please call us to arrange cover for loss or damage to your vehicle. An additional charge will apply.	Any cover for loss or damage to your van, for example: Fire, Theft or Accidental Damage.
Any location not listed above.	No cover provided as standard, please call us to consider cover. If we are able to offer cover an additional charge will apply.	All cover is excluded.

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 vehicle**.

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

IF YOU WANT TO CHANGE DRIVERS

Your current Certificate of Motor Insurance shows who is covered to drive your vehicle. If you want to change any of the names, please contact us straight away. If your policy is on an 'any driver' basis then you must inform us of any drivers aged under 25, any drivers with convictions and/or any drivers with claims.

IF YOU CHANGE POSTAL OR BUSINESS 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 VEHICLE 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 or the trailer itself. You will need to purchase Section 4 – Trailer cover if you want to extend cover to the actual trailer and Section 16 – Goods in transit if you want to extend cover to the goods being transported in your trailer. You should read these sections carefully before purchasing so that you are aware of any cover limitations or other conditions that may apply.

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 offences including fixed penalty offences, or has any prosecutions pending. If **you** or any other **driver** receive a driving disqualification you must tell us about this immediately, 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 vehicle changes;
- if the registered keeper or owner of your vehicle changes;
- if the place where your vehicle is usually kept changes;
- if any modifications are made to your vehicle (e.g. any changes which may affect your vehicle's performance).

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.

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 **you** have provided driver licence number(s), we will use the number(s) to obtain details from the DVLA

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.

Our Commitment to Customer Service

HOW TO CONTACT US

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: RSA
Customer Relations Team
PO Box 255
Wyndham NR18 8DP

Email: crt.halifax@uk.rsagroup.com

OUR PROMISE TO YOU

We will:

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

Once we have reviewed your complaint we will issue our final decision in writing within 8 weeks of the date we received your complaint.

IF YOU ARE STILL NOT HAPPY

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

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

Telephone: 08000 234 567 (Free from a standard landline, mobiles may be charged)
0300 123 9123 (Same rate as 01 or 02 numbers on mobile phone tariffs)

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

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

THANK YOU FOR YOUR FEEDBACK

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

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 BUSINESS Van Choice 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.

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.
- Where you have provided driver licence number(s), we will use the number(s) to obtain details from the DVLA

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 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 public data through a credit reference agency. These enquiries will be recorded but will not affect your credit rating.

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 prosecution of offenders);
- Obtaining information if you are involved in a road traffic accident (either in the UK, the EEA or certain other countries).

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 correct 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.viewdrivingrecord.service.gov.uk

www.morethanbusiness.com



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