



# BUSINESS CAR

Policy



# Claims Helplines

**(available 24 hours a day, 365 days a year)**

Claims Service	<b>0345 300 4006</b>
Claims Service for Accidents Abroad	<b>+44 (0) 330 102 4115</b>
Windscreen Replacement	<b>0800 783 4695</b>
Legal Assistance Helpline	<b>01455 251500</b>

(for your protection, telephone calls may be recorded and monitored)

## Claims Service

During office hours (09.00-17.00 Monday to Friday, excluding bank holidays), the claims helpline can be used to register your claim, and request recovery and replacement vehicle services.

At any other time, the claims helpline can be used to request recovery services for you or your vehicle. Our service provider can ask you for details of your claim to enable us to contact you during office hours.

## Windscreen Replacement

If you who have selected Comprehensive cover, you can take advantage of our priority service. We will repair or replace your windscreen anywhere in the country without affecting your no claim discount. If you have selected Third Party Fire & Theft cover you can benefit from this service at a discounted rate.

## Legal Assistance

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

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# What you should do in the event of an accident or theft

Naturally, we hope you don't have an accident, but if you do, you may find the following advice useful:

- 1 People are more important than property and your first priority should be to check whether anybody is injured and attend to them, seeking medical help if necessary.
- 2 Always stop if you are involved in an accident and exchange the following information:
  - Names and addresses (including those of any eye witnesses)
  - Insurance companies and addresses (including policy numbers if known)
  - Vehicle registration numbers.
- 3 Do not admit you are to blame or offer any payment.
- 4 Draw a diagram of the accident scene. This should include the position of the vehicles before, and after the accident, the road layout, any obstructions to your or other road users' vision, the position of any witnesses and anything else which could be relevant to the cause of the accident e.g. speeds and distances involved, or the weather conditions.
- 5 IF ANYONE IS INJURED you must produce your Certificate of Motor Insurance to the police or to anyone who has reasonable grounds for requiring it. If you can't do this at the scene of the accident you must produce it and report the accident to the police within 24 hours.
- 6 In an Emergency, phone our 24 hour Claims Service.
- 7 In other circumstances, phone our 24 hour Claims Service Helpline or your Broker/Insurance Adviser as soon as possible after an accident.
- 8 If you receive any letters or documents about the accident, please send them unanswered to us.
- 9 In the event of theft of your car, you must report the incident to the Police and obtain a crime reference number as soon as possible and phone ourselves, your Broker or usual Insurance Adviser.

# What our Claims Helpline and Priority Repairers have to offer

## In an emergency...

If your car is either stolen, or immobilised/unroadworthy (incapable of movement or illegal to use on a public highway due to it's damaged condition) due to an accident, fire, attempted theft or vandalism, we have arranged the following services:

- 24hr Accident Recovery Service
- 48hr Replacement Vehicle (within the UK only)

(to be eligible for the replacement vehicle, the driver must be 18-80 years old with a full licence if you have Comprehensive cover, or 21-80 years old with a full licence if you have Third Party, Fire and Theft cover).

All you have to do is call the 24 hour Claims Service Helpline on **0345 300 4006**.

Our service provider usually arrives within an hour of initial contact and will be on hand to transport you and your passengers to your home or intended single destination within the UK, up to a maximum distance of 50 miles from the recovery location. If they are unable to arrange transport, our Service Provider will arrange overnight accommodation. Providing your vehicle is repairable, our service provider will then take your vehicle to your nearest recommended repairer to be assessed.

To help keep your business on the road, we will arrange for you to have a Replacement Vehicle for 48 hours. Please note this is not a courtesy vehicle and so will not be available when a roadworthy vehicle is in for repair.

## If your vehicle is damaged but roadworthy

Our Claims Service Team will provide advice and assistance to help you get your car back on the road as quickly as possible and repaired to your complete satisfaction.

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.

If you use one of our recommended repairers we will:

- collect your damaged vehicle free of charge
- commence the repair process as soon as your vehicle arrives on the premises
- provide a lifetime guarantee on all repairs – safeguarding any existing warranty you may have.
- if repairable, fix your vehicle, clean it inside and out, and deliver it back to you
- provide a temporary hire car (Class A vehicle supplied, for example, a small 3 door hatchback) at no extra charge if you have Comprehensive cover
- provide insurance for the temporary hire car provided whilst yours is being repaired.

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

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

If you chose not to use one of our recommended repairers, it will not affect your right to claim. However we may not be able to arrange any of the above benefits.

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

In the event of a claim, please call 0345 300 4006 to access our recommended repairers.

# How to use the RSA windscreen repair/ replacement service

A shattered windscreen can be both inconvenient and expensive to replace. Therefore we have negotiated a priority service with a glass replacement provider for customers who have chosen COMPREHENSIVE cover. A glass replacement provider will repair or replace your windscreen anywhere in the country, 24 hours a day, 365 days a year.

If your windscreen is fitted with an Advanced Driver Assistance System, our glass replacement provider will reset this, at no additional cost, as part of the windscreen replacement service and as a condition of your policy.

In the event of an emergency simply call them on the FREEPHONE number below.

Windscreen excesses are shown in your schedule. You will be responsible for the excess and VAT (if you are registered), all other costs will be charged direct to us.

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

Whether at the roadside or with our glass replacement provider, please remember to produce your current Certificate of Motor Insurance.

The use of any other windscreen supplier will not affect your right to claim.

If you have third party fire & theft or third party cover, you can still use the 24 hour priority glass replacement service but you will have to pay the full cost of any glass replacement. However, as a RSA customer you will be entitled to discounted prices. Simply show your RSA Certificate of Motor Insurance to obtain your discount.

**RSA - freephone 0800 783 4695**

## How do you make your car more secure

With vehicle crime escalating, even in more rural areas, it has become increasingly important to protect your vehicle.

We have therefore compiled a list of simple measures which you can take to reduce the risk of vehicle crime:

- Always lock your car doors and shut the windows whenever you leave your car, even if it is on your own driveway or in your garage. Don't forget to lock your garage as well. A few seconds is all it takes for a thief to steal your car.
- Always take care where you park. If you have a garage at home – use it. When you are away from home try to use secure car parks. If this isn't possible, avoid leaving it in back streets or quiet areas because these are ideal working conditions for a thief. If you have to leave your car outside at night always try and park it in a well lit and busy area.
- Don't leave items in view when you leave your car unattended. Always keep them away out of sight e.g. in a glove compartment or under a seat. Even when you are in the car consider these precautions as it has been known for thieves to reach through passenger windows to steal items when the car is stationary. If you have a removable radio don't forget to take it with you when you leave your vehicle. If the radio is permanently fixed consider getting it security coded.
- Don't forget to remove all keys from your vehicle. Never leave your key in the ignition when the car is unoccupied e.g. at a petrol station, even if it is only for a few seconds.

- Many vehicles are stolen after the keys have been stolen. Avoid leaving your jacket or coat unattended with your keys in the pocket, even for a few seconds. Avoid leaving your keys in your business premises or in the home where they could easily be seen by an intruder or where they could be stolen through your letterbox.
- Consider fitting even the most basic physical security measures e.g. a steering wheel or handbrake locking device will deter thieves. Better still consider fitting an engine immobilisation system, alarm system or both.

While the above won't necessarily prevent theft, it will reduce the chance of it happening to you.



# What to do if you are taking your car abroad

Your Policy provides you with the same level of cover that you enjoy in the British Isles whilst visiting the following destinations:

All EU countries and in Andorra, Iceland, Liechtenstein, Norway, Serbia and Switzerland.

A charge will be made if you take your vehicle to any other countries not specified above – please contact your Broker, Insurance Adviser or ourselves in these instances.

You should take with you your Certificate of Motor Insurance, copy of your Policy, and current Schedule. In addition you should contact your insurance adviser to request a Guidance When Driving Abroad leaflet and a European Accident statement.

Whilst Green Cards are not required in EU countries or in Andorra, Iceland, Liechtenstein, Norway, Serbia and Switzerland, we will provide you with a Green Card on request. If you are visiting any other permitted country not specified above, a Green Card will be provided.

If you have an accident while abroad you can contact us from outside the UK on the following telephone number: **+44 (0) 330 102 4115 (24 Hours)**.

## What to do if...

### you change your car

If you change your car please notify ourselves, your Broker or usual Insurance Adviser and we'll advise of any change of premium and send an updated policy schedule. We'll need to know the make, model, engine type, value, registration number, age and cubic capacity of your new car, and also if you've registered the car in another name.

### you want to change drivers

Your policy and certificate detail who you have named to drive your car. If you wish to change the names, please contact ourselves, your Broker or Insurance Adviser to enable us to make the necessary alteration.

### you change your business address

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

### your health changes

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

### other circumstances change

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

## Other useful points

### How does no claim discount work

You earn No Claim Discount for each year of claim free driving, increasing annually up to a maximum of 5 or more years, which, with RSA Business Car, gives a maximum discount from your base premium. A single at-fault claim during a one year period of insurance (or not at-fault claim if you are unable to recover your uninsured losses) reduces your maximum No Claim Discount to 3 years and 2 at-fault claims will reduce your discount to 1 year.

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

# Legal Assistance Plan

Even the most experienced driver can be involved in an accident. Unfortunately accidents can be both costly and particularly frustrating if they are not your fault and even if you are blameless you could still be out of pocket for costs such as:

- Your policy excess
- Cost of car hire or alternative transport
- Loss of earnings
- Compensation for personal injury
- Temporary loss of use of your car and other inconvenience.

As a further service to our customers, we have arranged through our Third Party service provider with whom we have an agreement, a service which will make all reasonable efforts on your behalf to recover the above expenses following a motor accident which is not your fault. The legal costs involved in pursuing such a claim are covered up to the amounts shown in the schedule.

With Legal Assistance Plan, you also have immediate and confidential access by phone to a team of legal consultants who will give you advice and guidance on any motor-related legal matter. Please call the Legal Assistance helpline on 01455 251500.



**THIS POLICY (AND THE SCHEDULE WHICH FORMS AN INTEGRAL PART OF THE POLICY) IS A LEGAL CONTRACT. PLEASE EXAMINE IT THOROUGHLY TO ENSURE IT MEETS YOUR REQUIREMENTS. IF IT DOES NOT PLEASE ADVISE YOUR INSURANCE ADVISER WITHOUT UNDUE DELAY.**

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

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

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

# Business Car Policy

This is Your Business Car Policy.

It is the evidence of the contract You have made with Us. We cover You during the Period of Insurance in the Territorial Limits in the terms set out in Your Business Car Policy, in return for payment of the premium.

This policy book, Your Schedule, and Your Certificate of Insurance are all part of Motor Your Policy and should be read together to avoid misunderstanding. They show which Business Car Sections are in force and contain the details of Your cover.

You should also pay particular attention to the Conditions and Exclusions of this policy book. These apply to every Business Car Section.

Please make sure that Your Business Car Policy meets Your requirements. If it does not, please tell Us without undue delay.

Cover will continue after the renewal date shown in Your Schedule only if We accept Your renewal premium.

# Definitions

## Accessories

Additional supplementary parts of the Motor Vehicle not related to its function as a vehicle including Audio, Visual, Navigation and Communication Equipment

## Advanced Driver Assistance System

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

## Audio, Visual, Navigation and Communication Equipment

Permanently fitted in or designed solely for use in the Motor Vehicle:

- A radio, cassette, compact disc or other audio equipment
- B telephone or other communication equipment
- C television or other visual entertainment equipment
- D visual navigation equipment

## Breakdown

The mechanical breakdown, breakage or failure of any part that is essential for Your Motor Vehicle to move

## British Isles

- A Great Britain
- B Northern Ireland
- C the Isle of Man
- D the Channel Islands
- E transit by water, rail or air within or between any of these territories, provided this transit is by a commercial carrier

## Certificate of Motor Insurance

The document which provides evidence that an insurance contract is in force which satisfies the requirements of any relevant road traffic legislation

Your Certificate of Motor Insurance:

- A has the same number as Your Policy
- B shows who may drive the Motor Vehicle
- C shows the uses to which the Motor Vehicle can be put
- D shows the uses to which the Motor Vehicle cannot be put

## Court of Summary Jurisdiction

A Magistrates Court or a court of equivalent jurisdiction in the Territorial Limits

## Current List Price

The cost (including taxes and delivery) of replacing the Motor Vehicle with a new vehicle of the same make and model as advertised by the manufacturer

## Defined Organisation

- A A motor garage or other similar motor trade business not belonging to You which has custody of the Motor Vehicle for any of the following purposes:
  - i) maintenance
  - ii) repair
  - iii) testing
  - iv) servicing
- B a hotel or restaurant or similar establishment not belonging to You which has custody of the Motor Vehicle solely for the purpose of parking

## DVLA

Driver and Vehicle Licensing Agency

## Emergency Assistance

Emergency assistance provided by Our appointed recovery agent

## Endorsement

An amendment to Your Policy

## Excess

The amounts shown in Your Schedule which You pay for any one incident resulting in a claim

## Immobilised

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

## Licence Holder

A person who:

- A holds a licence to drive the Motor Vehicle or
- B has previously held a licence to drive the Motor Vehicle and is not presently disqualified from obtaining another licence

## Market Value

The cost of replacing the Motor Vehicle with a Motor Vehicle of the same:

- A make, model and
- B pre-loss or damage condition, specification, mileage and age

The cost of replacing the Audio, Visual, Navigation and Communication Equipment with Audio, Visual, Navigation and Communication Equipment of the same:

- A make, model and
- B pre-loss or damage condition, specification and age

## Motor Accident

An incident which happens when You are using the Motor Vehicle or an attached Trailer during the Period of Insurance and within the Territorial Limits

## Motor Vehicle

The vehicles shown:

- A against Description of Vehicles in Your Certificate of Motor Insurance and
- B in Your Schedule

and in respect of which details have been notified to and accepted by Us, and including its spare parts, Accessories, windscreen and windows, but excluding any Trailer not specified in Your Schedule

Where We use the word 'car' on its own We refer to any car including the Motor Vehicle

## No Claim Discount

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

## No Claim Discount Protection

Cover against loss of Your No Claim Discount

## Period of Insurance

- A The duration of Your Policy, as shown on Your Certificate of Motor Insurance and
- B any following period, but only if We accept Your renewal premium

## Permitted Driver

Any person who:

- A is shown on Your Certificate of Motor Insurance as being entitled to drive the Motor Vehicle and
- B has Your permission to drive the Motor Vehicle

## Permitted User

- A You
- B a Permitted Driver
- C any passenger whom You or a Permitted Driver have authorised to be in the Motor Vehicle
- D any person who is using but not driving the Motor Vehicle with Your permission

## Policy

The documents consisting of:

- A Statement of Fact
- B this policy book
- C Your Schedule
- D Your Certificate of Motor Insurance and
- E any Endorsements

## Replacement Vehicle

Any motor car supplied to You by Our Replacement Vehicle Supplier following loss or damage to the Motor Vehicle

## Replacement Vehicle Supplier

Any third party service provider with whom We have an agreement to supply a Replacement Vehicle

## Schedule

The document which describes:

- A You
- B Permitted Drivers
- C any details of Your Policy that are specific to You

## Statement of Fact

The document which provides details of:

- A You
- B Permitted Drivers
- C information relevant to the cover which You have requested
- D assumptions We have made about information. If these are incorrect You must inform Us

## Territorial Limits

- A The British Isles
- B any other member country of the European Union,
- C Andorra, Iceland, Liechtenstein, Norway, Serbia and Switzerland,
- D any other country for which We agree to provide cover following a request by You but only for the period agreed by Us and for which a green card has been issued,

and in the course of transit (including processes of loading and unloading) by water between any ports therein, provided that such transit shall be by any commercial carrier for a duration of not longer than 65 hours under normal conditions.

## Terrorism

Acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of HM Government in the United Kingdom or any legitimate government whether or not legally established

## Theft

- A Theft
- B attempted theft
- C the taking away of the Motor Vehicle without Your consent or the Owner's consent



## Trailer

A trailer which is properly constructed to be towed by a Motor Vehicle, which is of a size appropriate for the capacity of the Motor Vehicle. Any plant permanently attached to a trailer shall be regarded as part of that trailer

## Vehicle Keys

Any device used for starting Your Motor Vehicle or using its locks or immobiliser

## We, Us, Our, Insurer

Royal & Sun Alliance Insurance plc

## You, Your, Policyholder, Insured

Whoever is named as the **Policyholder** in:

- A Your Schedule and
- B Your Certificate of Motor Insurance

# Section 1 – Loss or Damage to the Motor Vehicle

## A Comprehensive Cover

This cover only applies if **Your Schedule** shows that comprehensive cover is in force

### What We Cover

**We** cover loss of or damage to:

- A) the **Motor Vehicle**
- B) a **Trailer** if specified in **Your Schedule**
- C) the windscreen including windows of the **Motor Vehicle**

### Maximum Amount For Which We Provide Cover

In respect of the **Motor Vehicle** **We** provide cover up to the **Market Value**

In respect of **Audio, Visual, Navigation and Communication equipment** **We** provide cover up to:

- A) the **Market Value** for equipment fitted by the manufacturer as part of the vehicle's original specification at first registration
- or
- B) the amount shown in **Your Schedule** for equipment not fitted by the manufacturer as part of the vehicle's original specification at first registration

## Claim Settlement

Provided the loss or damage is covered under **Your Policy**, **We** will settle **Your** claim as explained below, subject to any **Policy** limits and any applicable **Excess**:

### The Motor Vehicle

Following loss of or damage to the **Motor Vehicle** **We** will:

- i) authorise repair or pay for repair to the damage where repair can be economically made  
  
Where **We** have offered repair but **You** prefer a cash settlement, **We** will pay **You** an amount equal to the amount which **We** would have paid had the repair been made
- ii) where the **Motor Vehicle** is lost and not recovered or where repair cannot be economically made, **We** will pay the cost of replacing the **Motor Vehicle** with a car of the same **Market Value**

### Electric Vehicles

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

## B Cover for fire and theft

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

### What We Cover

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

- A) the **Motor Vehicle**
- B) a **Trailer** if specified in **Your Schedule**
- C) the windscreen including windows of the **Motor Vehicle**

## Maximum Amount For Which We Provide Cover

In respect of the **Motor Vehicle** We provide cover up to the **Market Value**

## Claim Settlement

See 'claim settlement' under Part A comprehensive cover of this Section

## C Extension of Cover

While the **Motor Vehicle** is in the custody of a **Defined Organisation** the following **Exclusions and Endorsements** do not apply:

- A) Exclusions 1 and 2 of this Section
- B) Section 6 - 'Exclusions Which Apply to **Your** Whole Policy' Part B Use and Driving Which **We** Do Not Cover, paragraphs A) and C)

## D Recovery and Redelivery of the Motor Vehicle

Provided the loss or damage is covered under **Your Policy**, **We** will pay the reasonable cost of:

- A) protection of the **Motor Vehicle** and removal of the **Motor Vehicle**, if it cannot be driven, to the nearest repairer
- B) delivery of the **Motor Vehicle** after its repair or recovery to **Your** address in the **British Isles**

## E Hiring and Other Agreements

If **We** know that the **Motor Vehicle** is the subject of a:

- A) hire purchase agreement or

- B) vehicle leasing agreement or
- C) other agreement

**We** will pay:

- i) the person or
- ii) the organisation

requiring payment under the terms of the agreement and their receipt of the payment will be a discharge of any claim under this Section

## F New Vehicle Cover

If **Your Schedule** shows the level of cover as comprehensive and the **Motor Vehicle** is less than one year old from the date of the initial registration at the time when it is

- A) totally destroyed or
- B) lost and not recovered or
- C) damaged and the cost of repair would exceed 60% of its **Current List Price** immediately before the accident
  - i) **We** will contribute towards a new replacement Vehicle of the same make and model provided the **Motor Vehicle** was purchased new by **You** and belongs to **You** or is supplied to **You** under a hire purchase agreement and a new vehicle of the same make and model is available for sale in the **British Isles**; or
  - ii) **We** will pay the Market Value immediately prior to the loss or damage or the cost to settle the outstanding hire or lease amount whichever is greater provided the vehicle is held by **You** from new under a leasing or contract hire agreement

The total additional amount payable above the **Motor Vehicle's Market Value** immediately prior to the loss or damage or to settle the outstanding hire or lease amount will not exceed the amount shown in **Your Schedule**

## G Replacement Locks

If the **Vehicle Keys** of **Your Motor Vehicle** are lost or stolen **We** will pay the cost of

- A) replacing the door locks including boot lock
- B) replacing the ignition/steering lock
- C) replacing the lock transmitter and central locking interface
- D) re-coding or if necessary replacing the alarm system

The maximum amount **We** will pay as a result of the loss or theft of **Vehicle Keys** will not exceed the limit shown in **Your Schedule**

## Exclusions to Section 1

### Exclusion 1 Young or Inexperienced Driver Excess

In respect of each and every occurrence:

**You** must pay the **Excess** shown in **Your Schedule** in respect of any claim for loss or damage if the **Motor Vehicle** is being driven by or is in the charge of a person who is:

- A) under 21 years of age
- B) under 25 years but not under 21 years of age
- C) 25 years of age or more but holds a provisional licence or has held a full licence to drive a **Motor Vehicle** for less than 12 months

These **excesses** will apply in addition to any **Excess** shown in the **Schedule**

This Exclusion does not apply to loss or damage:

- A) caused by fire, lightning, explosion or **Theft**
- B) to the windscreen including windows where this is the only damage to the **Motor Vehicle** other than scratching of bodywork resulting from the breakage

### Exclusion 2 Accidental Damage Excess

**You** must pay the **Excess** shown in **Your Schedule** in respect of any loss of or damage to the **Motor Vehicle** under this section other than:

- A) loss or damage to the windscreen including windows where this is the only damage to the **Motor Vehicle** other than scratching of bodywork resulting from the breakage
- B) loss or damage caused by fire, lightning, explosion or **Theft**

### Exclusion 3 Windscreen and Windows Excess

**You** must pay the **Excess** shown in **Your Schedule** in respect of:

- A) any claim for the windscreen including windows of the **Motor Vehicle**
- B) any claim for any repairs to the bodywork resulting from the breakage

If the registration number of a **Motor Vehicle** is shown against this **Excess**, this **Endorsement** only applies to that **Motor Vehicle**

### Exclusion 4 Theft Excess

**You** must pay the amount shown in **Your Schedule** in respect of any claim for loss or damage caused by **Theft** other than:

- A) loss or damage to the Windscreen including windows where this is the only damage to the **Motor Vehicle** other than scratching of bodywork resulting from the breakage
- B) loss or damage occurring within a private locked garage
- C) loss or damage occurring as a result of the **Motor Vehicle** being taken from a private locked garage

If the registration number of a **Motor Vehicle** is shown against this **Excess**, this **Endorsement** only applies to that **Motor Vehicle**

## Exclusion 5 Trailers

**We** do not provide cover for loss or damage to **Trailers** unless the **Trailer** is specified in **Your Schedule**

## Exclusion 6 Trailer Theft Excess

**You** must pay a £250 **Excess** in respect of any claim for loss or damage to a detached **Trailer** caused by **Theft** unless the loss or damage occurred as a result of the **Trailer** being taken from a locked garage or building

## Exclusion 7 General Exclusions

A **We** do not cover:

- i) loss of value following repair or depreciation
- ii) loss of use
- iii) wear and tear
- iv) loss or damage caused by mechanical electrical electronic or computer failure breakdowns or breakages
- v) damage to tyres caused by braking or by punctures, cuts or bursts
- vi) loss or damage due to the theft or attempted theft of the **Motor Vehicle** if:
  - It is unlocked, or
  - The windows or sunroof are open, or
  - The removable roof panel, convertible roof or hood is not fitted and secured in the upright position at the time of loss, or
  - It has been left unattended and unlocked with the **Vehicle Keys** in or on the vehicle
- vii) loss or theft of portable satellite navigation systems when the **Motor Vehicle** is left unattended or unoccupied unless they are stored out of sight in a locked boot or locked glove compartment

- viii) mobile telephones or other communication equipment not permanently fitted in nor designed solely for use in the **Motor Vehicle**

B **We** do not cover loss by deception

## Section 2 – Liability to Third Parties

### Sub-Section 1A Cover if You are Driving

**We** cover **You** in respect of legal liabilities which **You** incur in respect of:

- A death of or bodily injury to any persons (including passengers)
- B loss of or damage to material property up to the limit shown in the **Schedule** for any one claim or number of claims arising out of one cause
- C stoppage of or interference with pedestrian vehicular rail air or waterborne traffic or escape or discharge of any substance or gas up to a limit of £1,000,000 any one claim or number of claims arising out of one cause

in connection with the use of the **Motor Vehicle** (including loading and unloading) or an attached **Trailer**

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

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

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

- A solicitors' fees for representation at any:
  - i) Coroner's Inquest or
  - ii) Fatal Inquiry or
  - iii) **Court of Summary Jurisdiction**

- B the costs of defence against a charge of:
  - i) manslaughter or
  - ii) causing death by dangerous driving
- C other legal fees, costs and expenses incurred with **Our** written consent

### Sub-Section 2 Cover for Other People

**We** cover the following people for legal liabilities to others in the same way that **We** cover **You** under Sub-Section 1A and Sub-Section 1B above

- A any **Permitted Driver**
- B any passenger in the **Motor Vehicle**
- C
  - i) any Principal with whom **You** have an agreement
  - ii) any Hirer of the **Motor Vehicle** other than under a hire purchase agreement provided that **We** shall not be liable in respect of liability arising from the act default or neglect of the Principal/Hirer his servant or agent
- D the Legal Personal Representatives of any person entitled to indemnity under this Section in respect of liability incurred by that person

### Sub-Section 3 Cover for Employees' Vehicles

**We** will cover **You** and no other person in the terms of Sub-Section 1A above while any **Motor Vehicle** not the property of or provided by **You** is being used in connection with **Your** business by any person in **Your** employ

**We** will not cover any liability

- A if there is any other insurance covering the same liability
- B for loss of or damage to the **Motor Vehicle**

## Sub-Section 4 Our Right to Recover Payment

If **We** make any payment under any part of Section 2:

- A solely because of the requirements of any law and
- B which **We** would not have paid under the terms of **Your Policy** if that law had not required **Us** to make that payment

**You** will be obliged to repay to **Us** any such payment

## Extensions to Section 2

### Towing

This **Policy** shall operate while the **Motor Vehicle** is being used for the purpose of towing

- A one disabled mechanically-propelled vehicle
- B any **Trailer**

Provided always that the Vehicle or **Trailer** being towed is not towed for reward

**We** do not cover:

- A loss or damage to the towed vehicle or **Trailer** or property being conveyed by such vehicle or **Trailer**
- B the **Motor Vehicle** to which any **Trailer** is attached if it is drawing a greater number of trailers than is permitted by law

## Exclusions to Section 2

**We** do not cover:

- A the legal liability of any person who is driving unless that person is a **Licence Holder**

- B the legal liability of any person other than the **Permitted Driver** or attendant of the **Motor Vehicle** arising from loading or unloading beyond the limits of any carriageway or thoroughfare
- C the legal liability of any person:
  - i) who is not driving but
  - ii) who is claiming cover
 if that person knows that the driver is not a **Licence Holder**
- D the legal liability of any person other than **You** if that person is entitled to cover under any other insurance policy
- E loss of or damage:
  - i) to the **Motor Vehicle** including any van which is being driven under the terms of Sub-Section 1A paragraph B above
  - ii) to any property which is owned by or in the custody of the person who is making a claim under this Section
- F death of or bodily injury to any person arising out of and in the course of that person's employment by the person claiming indemnity under this Section except as required by any relevant road traffic legislation
- G any legal liability, except as required by any relevant road traffic legislation, which arises from the use of any car which **We** cover under this Section while it is on any part of any commercial or military airport or airfield used for:
  - i) the take-off, landing or movement of aircraft on the ground
  - ii) aircraft parking, including any associated service roads, refuelling areas, ground equipment parking areas, aprons, maintenance areas and hangars

- H liabilities arising out of **Trailers** detached from the **Motor Vehicle** unless the **Trailer** is specified in **Your Schedule**
- I liabilities arising out of an attached **Trailer** if the **Motor Vehicle** is drawing a greater number of **Trailers** than is permitted by law
- J for liabilities arising out of the use of an unspecified **Trailer** as a tool - except as required by any relevant road traffic legislation
- K Any consequence of **Terrorism** except as required by any relevant road traffic legislation  
If **We** are required to indemnify **You** for legal liability incurred in respect of **Terrorism** within the terms of any road traffic legislation for loss or damage to material **Our** limit of liability shall not exceed
  - a) the amount shown in **Your Schedule** or
  - b) such greater sum as may be required by any road traffic legislation in the country in which the insured event occursin respect of any one claim or number of claims arising from one cause in connection with the use of the **Motor Vehicle**
- L for liability arising from the carriage of dangerous goods as referred to in any legislation and related regulations governing the carriage of dangerous goods by road except as is required by any road traffic legislation



## Section 3 – Driving Abroad

### A Cover Under This Section

We provide cover to the same level that You enjoy in the British Isles whilst visiting the following destinations:

All EU countries and in Andorra, Iceland, Liechtenstein, Norway, Serbia and Switzerland.

### B Extension of Cover

For countries not specified as covered under this section where **You** have requested the cover in advance of leaving the **British Isles** and **You** have

- i) provided **Us** with details of the **Motor Vehicle** to be covered
- ii) provided **Us** with details of the countries to be visited
- iii) provided **Us** with details of the length of **Your** stay
- iv) provided **Us** with details of who will drive
- v) paid an additional premium

and **We** agree, **We** will extend the cover to apply whilst the **Motor Vehicle** is temporarily outside the **Territorial Limits** of the Policy.

### C Other Charges

If **Your** cover has been extended under B, Extension of Cover, above **We** will pay the enforced payment of customs duty that **You** must pay as a direct result of loss or damage covered by **Your Policy**.

**We** will also cover **You** against general average, contribution, salvage and sue and labour charges arising from the transportation of **Your Motor Vehicle** by sea between any countries to which this insurance applies.

## Section 4 – Other Clauses

### A Rallies, Competitions De-restricted Toll Roads Trials and Track Use

While the **Motor Vehicle** is used:

- A) in a rally
- B) in a competition
- C) in a motor trial
- D) on a racetrack
- E) on a circuit
- F) on a prepared course
- G) on a de-restricted toll road

**We** restrict cover to those legal liabilities for which insurance is compulsory under any relevant road traffic legislation and **We** provide no other cover under **Your Policy**

**We** do not apply this limitation in respect of any event organised to encourage road safety or a treasure hunt in respect of which:

- i) the route does not exceed 100 miles and
- ii) no merit is attached to the competitor's performance while driving except in relation to good road behaviour and compliance with the Highway Code and
- iii) if the event includes driving tests then the driving area must not exceed 100 metres square and tests must not be timed

### B No Claim Discount

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

NCD AT POLICY START DATE OR PREVIOUS RENEWAL	NCD FOLLOWING A CLAIM-FREE YEAR
5 or more years	5 or more years
4 years	5 years
3 years	4 years
2 years	3 years
1 year	2 years
Nil	1 year

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

NCD AT POLICY START DATE OR PREVIOUS RENEWAL	NCD FOLLOWING A CLAIM OR CLAIMS		
	One Claim	Two Claims	Three or More Claims
5 or more years	3 years	1 year	Nil
4 years	2 years	Nil	Nil
3 years	1 year	Nil	Nil
2 years	Nil	Nil	Nil
1 year	Nil	Nil	Nil

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

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

## C More Than One Motor Vehicle Insured

If **We** cover more than one **Motor Vehicle** under **Your Policy** then Part B **No Claim Discount** of this Section applies separately to each **Motor Vehicle**

## D Emergency Treatment

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

## E Cross Liabilities

If the **Policyholder** comprises more than one party (which in the case of a partnership includes each individual partner) **We** will cover each party's liability against the other as if the other was not included as a **Policyholder**

## F Personal Effects

If **Your Schedule** shows comprehensive cover is in force, and personal clothing or effects are lost or destroyed by fire, theft or accident while in or on the **Motor Vehicle** **We** will pay **You**, or if **You** so wish the owner of the property, the value of loss or damage up to the amount shown in the **Schedule**

**We** do not cover:

- i) Money, stamps, tickets, documents or securities
- ii) **Theft** of any property carried in a cabriolet, convertible or open car unless kept in a locked boot or locked glove compartment

## G Car Sharing

The receipt of contributions as part of a car sharing agreement for social or other similar purposes in respect of the carriage of passengers on a journey in the **Motor Vehicle** will not be regarded as constituting the carriage of passengers for hire or reward or use of the **Motor Vehicle** for hiring

Provided that:

- i) The **Motor Vehicle** is not constructed or adapted to carry more than eight passengers excluding the driver
- ii) The passengers are not being carried in the course of a business of carrying passengers
- iii) The total contributions received for the journey do not involve an element of profit

## H Medical Expenses

If **Your Schedule** shows comprehensive cover is in force **We** will, at **Your** request, pay medical expenses for each occupant of the **Motor Vehicle**, who, as a direct result of a **Motor Accident** sustains bodily injury, up to the amount shown in the **Schedule** per injured person

## I Personal Accident

If **Your Schedule** shows comprehensive cover **We** will pay the following benefits up to the amount shown in **Your Schedule** to the driver of the **Motor Vehicle** (or the drivers Legal Personal Representative) if the driver while in or getting into or out of the **Motor Vehicle** sustains bodily injury by accidental external violent and visible means which independently of any other cause within three months of the accident results in

- i) death
- ii) complete and permanent loss of sight of any eye
- iii) loss by severance of a limb at or above the wrist or ankle

The maximum amount **We** will pay in respect of any one incident will not exceed the amount shown in the **Schedule**

**We** do not cover:

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

## J Other Charges

**We** will also pay the enforced payment of customs duty that **You** must pay as a direct result of loss or damage covered by **Your Policy**

**We** will cover **You** against general average contribution salvage and sue and labour charges arising from the transportation of **Your Motor Vehicle** by sea between any countries to which this insurance applies

## Section 5 – 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 where they are material or relevant to any loss may result in

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

### A Provision of False Information

It is agreed to the extent set out in this Condition to contract out of the Insurance Act 2015 provisions in relation to the duty of fair presentation where there is a failure to make a fair presentation of the risk which was neither deliberate nor reckless

If there is a breach in the duty of fair presentation at the commencement of the **Policy** or during an alteration to the **Policy** 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
  - i) **We** will charge any additional premium and apply any terms and conditions to the **Policy** that **We** would have applied had a fair presentation of risk been made if the breach is neither reckless nor deliberate and a claim has not occurred; or
  - ii) If the breach is neither deliberate nor reckless and entitles **Us** to reduce proportionally any claim as provided by Section 8 and Schedule 1 of the Insurance Act 2015 **We** shall offer **You** the option instead to pay any additional premium due and receive

payment of the claim without any proportional reduction provided **You** accept this offer within 30 days of it being issued; or

- iii) If **We** would not have accepted the **Policy** or the alteration to the **Policy** on any terms **We** may avoid the **Policy** from the date of commencement or treat the alteration as if the alteration was never made

Nothing in this Condition shall prevent **Us** from applying any other remedy for breach of the duty of fair presentation available under the Insurance Act 2015 in such circumstances as the Act allows

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

### B Alteration in Risk

**You** must notify **Us** as soon as possible of any alteration in risk which affects **Your Policy**. This information would include:

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

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

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

### C Licence Checking

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

- A) any convictions fixed penalties or endorsements noted on the licence

- B) any Provisional licence
- C) any licence issued outside the UK

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

## D Notification of a Claim

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

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

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

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

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

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

**You** must not answer any correspondence without **Our** written consent

**We** will not unreasonably withhold **Our** consent

## E Conduct of a Claim

**You** must give **Us** whatever information or assistance **We** reasonably request

**You** must not:

- A) admit
- B) deny
- C) negotiate or

- D) promise to pay any claim without **Our** written consent

**We** will not unreasonably withhold **Our** consent

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

## F Fraudulent or Exaggerated Claims

If **You**, or someone on **Your** behalf, knowingly :

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

**We** may, at **Our** option,

- A) decline cover under this insurance policy for the relevant claim; or
- B) reduce the claim; or
- C) void this insurance policy from the date of the relevant claim

## G Looking after Your Motor Vehicle

**You** must keep the **Motor Vehicle** in a roadworthy condition

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

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

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

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

## H Cancelling Your Policy

**You** may cancel **Your Policy** by giving **Us** written instructions

If **You** pay **Your** premium annually **We** will give **You** a full refund of premium for any unexpired period of cover when **We** receive **Your** instruction and any **Certificate of Motor Insurance** which has been issued will no longer be valid

If **You** pay **Your** premium by instalments **We** will give **You** a full refund of premium for any unexpired period of cover when **We** receive **Your** instruction and any **Certificate of Motor Insurance** which has been issued will no longer be valid. **You** should also instruct **Your** Bank or Building Society to cancel **Your** instalment arrangement.

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

- A) write to **You** at **Your** last known address (and in the case of Northern Ireland to the Department of the Environment for Northern Ireland) confirming that all cover will cease 7 days after the date of **Our** letter
- B) give **You** a refund of premium for the unexpired period of cover unless **We** cancel **Your Policy** in accordance with Condition 5A

## I Non Payment/Consumer Credit Termination Clause

Where **We** have agreed to **You** paying **Your** premium by monthly instalments then in the event that there is a default in the instalments due under the payment schedule **We** reserve the right to terminate **Your Policy** and **You** will no longer be insured by **Us**

If **Your** monthly premium payment has a Fixed Sum Loan Agreement regulated by The Consumer Credit Act 1974 then this shall be deemed to be a linked loan agreement

In the event that there is a default in the instalments due under the payment schedule **We** reserve the right to also terminate that linked loan agreement

## J Other Insurance

Where a claim is covered under **Your Policy**, and this claim is covered by any other insurance, **We** will only pay **Our** share of the claim

## K Exercising Your rights on Your behalf

If **We** or **Our** third party service provider ask, **You** or any other Permitted User making a claim must at any time:

- A) take or
- B) allow **Us** or **Our** third party service provider to take in **Your** name or the name of the Permitted User

all the steps needed to enforce **Your** rights or those of the Permitted User against any other person, including the defence or settlement of any claim or the pursuit of a claim in any person's name

**We** will pay any reasonable costs and expenses involved

## L Access to the Motor Vehicle

**We** will have free access to examine the **Motor Vehicle** including the review and use of any information held by any **Advanced Driver Assistance System** in or on the **Motor Vehicle** and **We** may request **You** provide us with the contact details for any Third Party controlling or managing such information

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

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

Data will only be disclosed to **Our** agents and subcontractors for operational reasons including providing the cover of **Your Policy**

## M Law Applicable

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both **You** and **We** may choose the law which applies to this contract to the extent permitted by those laws.

Unless **You** and **We** agree otherwise in writing **We** have agreed with **You** that the law which applies to this contract is the law which applies to the part of the United Kingdom in which **You** are based or if **You** are based in the Channel Islands or the Isle of Man the law of whichever of those two places in which **You** are based

**We** and **You** have agreed that any legal proceedings between **You** and **Us** in connection with this contract will only take place in the courts of the part of the United Kingdom in which **You** are based or if **You** are based in either the Channel Islands or the Isle of Man the courts of whichever of those two places in which **You** are based

## N Overnight Garaging

If **Your Schedule** shows that the overnight location of **Your Motor Vehicle** is a

- A) private garage or
- B) building or
- C) secure compound or
- D) secure car park

**We** will only provide cover for loss of or damage to **Your Motor Vehicle** caused by **Theft** or malicious damage between the hours of 22.00 and 06.00 and arising at the overnight postcode if at the time of such loss or damage

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

## O Application of limits

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

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

## P Compliance with Policy Terms

It is a condition of **Your Policy** that **You** comply with the terms and conditions of **Your Policy** and that any other person covered by **Your Policy** as though they were **You** with the terms and conditions of **Your Policy**

## Q Financial or Trade Sanctions

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

If any such resolution or sanction or law or regulation takes effect during the **Period of Insurance** **We** may cancel this policy immediately by giving **You** written notice at **Your** last known address



## Section 6 – Exclusions Which Apply to Your Whole Policy

### A Changes or additions to the vehicles to be Insured

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

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

### B Use and Driving Which We Do Not Cover

We do not cover any claim under any Section of **Your Policy** occurring while the **Motor Vehicle** is being:

- A) used with **Your** permission but is being driven or used outside the circumstances defined in **Your Certificate of Motor Insurance**
- B) driven by **You** unless **You** are a **Licence Holder**
- C) driven with **Your** permission by any person:
  - i) who is not permitted to drive in **Your Certificate of Motor Insurance** or
  - ii) who **You** know is not a **Licence Holder**

- D) driven by or in the charge of any person under 25 years of age unless that person is named in **Your Schedule**
- E) used for criminal purposes
- F) deliberately used to cause harm loss or damage

Paragraphs A), C) and D) above of this Exclusion do not apply in respect of claims under Section 1 – 'Loss or Damage to the **Motor Vehicle**' when the **Motor Vehicle** is in the custody of a **Defined Organisation**

### C Liability Which Results From An Agreement

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

### D Radioactive Contamination

We do not cover any:

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

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

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

## E War Risks

**We** do not cover any:

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

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

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

except so far as is necessary to meet the requirements of any relevant road traffic legislation

## F Riot and Civil Commotion

**We** do not cover any consequence of riot or civil commotion occurring in Northern Ireland

**We** do not apply this Exclusion to Section 2 - 'Liability to Third Parties'

## G Sonic Bangs

**We** do not provide cover under Section 1 - 'Loss or Damage to the **Motor Vehicle**' of **Your Policy** in respect of loss or damage which is caused by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speed

## H Pollution

**We** do not cover:

- A) death of any person
- B) bodily injury to any person or

- C) damage to any property which is directly or indirectly caused by pollution or contamination unless this pollution or contamination is directly caused by an incident which occurs in its entirety at a specific time and place during the **Period of Insurance** and is:

- i) sudden
- ii) identifiable
- iii) unintended and
- iv) unexpected

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

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

## I Driving Under the Influence of Drink or Drugs

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

This exclusion does not apply to amounts paid or which **We** are required to pay under Section 8 - Legal Assistance Plan

## Section 7 – No Claim Discount Protection

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

Section 4 - Other Clauses, B **No Claim Discount** and C More Than One Vehicle **Insured** are replaced by the following:

### A No Claim Discount Protection

**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

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

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

PROTECTED NCD AT POLICY START DATE OR PREVIOUS RENEWAL	NCD AFTER 3 OR MORE CLAIMS IN 5 CONSECUTIVE PERIODS OF INSURANCE		
	3 Claims	4 Claims	More Than 4 Claims
4 years	2 years	Nil	Nil
5 or more years	3 years	1 year	Nil

**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

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

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

### B More Than One Motor Vehicle Insured

If **We** cover more than one **Motor Vehicle** under **Your Policy** then Part A **No Claim Discount Protection** of this Section applies separately to each **Motor Vehicle**

## Section 8 – Legal Assistance Plan

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

### LEGAL ASSISTANCE PLAN – DEFINITIONS

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 Representative

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

#### Limit of Indemnity

The maximum amount payable by **Us** in respect of the cover provided as shown in the **Schedule** or **Policy** wording.

#### Motor Accident

An incident which happens when **You** are using the **Motor Vehicle** during the **Period of Insurance** and within the **Territorial Limits** and which gives rise to **Uninsured Losses**.

#### Reasonable Prospects

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

#### Road Traffic Proceedings

Criminal proceedings brought against **You** for any offence under the road traffic laws whilst using the **Motor Vehicle** within the **Territorial Limits** in relation to a **Motor Accident** (other than those which are already provided for under Section 2, Sub-Section 1B, Cover for Legal Fees, Costs and Expenses).

#### Uninsured Losses

Bodily injury or death to **You** or other losses and expenses **You** have sustained as a result of a **Motor Accident** which was not **Your** fault and which are recoverable as damages and which are not otherwise paid for under **Your Policy**. Such claims may include accidental loss of or damage to the **Motor Vehicle**, or property whilst it is in, or attached to, the **Motor Vehicle** and/or loss of use of the **Motor 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 the **Motor Vehicle** according to the **Schedule** and any passenger in the **Motor Vehicle**, as long as any passenger making a claim has **Your** permission to make such a claim.

## LEGAL ASSISTANCE PLAN – WHAT IS COVERED

### A Legal Expenses to Recover Uninsured Losses

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

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

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

#### 1) Small Claims Track claims

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

- i) 25% of the damages recovered (or in the event **You** lose, 25% of the **Uninsured Losses** **You** would have otherwise expected to have recovered), or

- ii) five hundred pounds (£500.00),

whichever is the lower.

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

#### 2) Claims subject to Fixed Cost rules

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

#### 3) All other claims for Uninsured Losses

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

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

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

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

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

## B Defence Costs For Road Traffic Proceedings

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

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

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

## C Legal Representation

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

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

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

## WHAT IS NOT COVERED UNDER A, B AND C

- 1 Any claim in relation to any **Motor Accident** where **You** were at fault.
- 2 Anything which is already covered under **Your Policy** including claims brought by third parties against **You** in relation to any **Motor Accident**, whether **You** were at fault or not.
- 3 Any **Legal Expenses** in relation to claims which **we** do not believe have **Reasonable Prospects** or are not reasonable to pursue (as explained further at Condition B below).
- 4 Any shortfall between **Your Legal Expenses** and the costs recoverable, or that would reasonably be expected to be recoverable from another party, pursuant to the Civil Procedure Rules (or its Scottish or Northern Irish legal equivalent).
- 5 **Legal Expenses** if the claim is reported to **Us** more than 180 days after the **Motor Accident**.
- 6 **Legal Expenses** if the **Motor Accident** occurred before the start of cover under this section.
- 7 **Legal Expenses** incurred before **We** have accepted the claim in writing unless this has been agreed by **Us**.
- 8 Any **Legal Expenses** incurred and/or which **You** have been ordered to or agreed to pay as a result of delays or unreasonable behaviour by **You** or **Your** failure to accept or the late acceptance of any offer to settle, without **Our** permission.
- 9 **Legal Expenses** incurred because **You** have withdrawn from the **Legal Proceedings** without **Our** permission. **We** will be entitled to recover from **You** any amount **We** have paid or have to pay in respect of **Your** claim as a result of this withdrawal.

- 10 **Legal Expenses** payable as a result of any damages based agreement **You** have entered into without **Our** approval to the extent that **Our** liability would be increased by such agreement
- 11 Any claim arising from damage to the **Motor 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 the **Motor Vehicle**.
- 19 Any costs incurred by **You** or **Your Legal Representative** in providing **Us** with any information or documentation under this **Policy**.

- 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).

## LEGAL ASSISTANCE PLAN – CONDITIONS

### A Control Of Claims

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

**You** must:

- keep **Us** informed of any developments relating to **You** or **Your** claim as soon as possible after **You** find out about them;

### 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.

# Complaints Procedure

## Our Commitment to Customer Service

At RSA 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.

## 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
- Ensure you are clear on how to escalate your complaint, if necessary.

## Step 1

If your complaint relates to your policy then please contact the sales and service team in the office which issued the Policy or your Broker. 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 on an informal basis, within three business days. Where we have been able to, we will send you a letter confirming this. We'll also explain how you may be able to refer the matter to the Financial Ombudsman Service if you subsequently decide that you are unhappy with the outcome.

## Step 2

In the unlikely event that 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. Once our Customer Relations Team have reviewed your complaint they will send you a final decision in writing within 8 weeks of the date we received your complaint. Their contact details are as follows:

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

**Email:** [crt.halifax@uk.rsagroup.com](mailto:crt.halifax@uk.rsagroup.com)

## 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 (FOS). The FOS is an independent body that arbitrates on complaints. They can be contacted at:

**Post:** Exchange Tower  
London  
E14 9SR

**Telephone:** 0800 0234567 (free from mobile phones and landlines)  
0300 1239123 (costs no more than calls to 01 or 02 numbers)

**Email:** [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
**Website:** [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

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

## How we use your Information

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

### Who are we?

We are Royal & Sun Alliance (RSA) Insurance plc, a member of the RSA Group of companies. We provide commercial and consumer insurance products and services under a number of brands.

### Why do we collect and use your personal information?

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

We need to use your information to create a quote for you, allowing you to buy insurance products from us. When buying a product from us, you'll also need to provide us with details about the items you wish to be covered by the insurance.

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

Once you become a customer, we'll need to take your payment details to set up your cover. This could be direct debit, credit or debit card information.

If you need to claim against your insurance policy, we will need to collect information about the incident and this may be shared with other selected

companies to help process the claim. If other people are involved in the incident, we may also need to collect additional information about them which can include special categories of personal data (e.g. injury and health data).

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

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

- **Performance of contract:** We need to use your personal information in order to provide you with the policy (which is a contract of insurance between you and us), and perform our obligations under it (such as making payments to you in respect of a claim made under the policy).
- **Consent:** In certain circumstances, we may need your consent unless authorised by law in order to use personal information about you which is classed as "special categories of personal data".
- **Necessity to establish, exercise or defend legal claim:** If you, or we, bring a legal claim (e.g. a court action) against the other, we may use your information in either establishing our position, or defending ourselves in relation to that legal claim.
- **Compliance with a legal obligation:** Where laws or regulations may require us to use your personal information in certain ways.
- **Legitimate Interests:** We will also process your personal information where this processing is in our "legitimate interests". When relying on this condition, we are required to carry out a balancing test of our interests in using your personal information (for example, carrying out analytical research), against the interests you have as a citizen and the rights you have under data protection laws. The outcome of

this balancing test will determine whether we can use your personal information in the ways described in this Privacy Notice. We will always act reasonably and give full and proper consideration to your interests in carrying out this balancing test.

## Where else do we collect information about you?

We will receive details about you from other people or companies. For example:

- Given to us by someone who applied for an insurance product on your behalf (e.g. an insurance broker) where you have given them the permission to do so; or
  - Lawfully collected from other sources (e.g. Motor Insurance Database, Claims and Underwriting Exchange or fraud prevention databases) to validate the information you have provided to us.
- As required to enforce or apply this Privacy Notice, or the contract of insurance itself;
  - Within our group for administrative purposes;
  - As required in order to give effect to contractual arrangements we have in place with any insurance broker and/or intermediary through which you have arranged this policy;
  - With healthcare providers in the context of any relevant claim being made against your policy;
  - If we appoint a third party to process and settle claims under the policy on our behalf, in which case we will make your personal information available to them for the purposes of processing and settling such claims;
  - With our third party service providers (including hosting/storage providers, research agencies, technology suppliers etc.);
  - With our reinsurers (and brokers of reinsurers) in connection with the normal operation of our business;

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

## Will we share your personal information with anyone else?

We do not disclose your information outside of the RSA Group except:

- Where we need to check the information provided to us before we can offer you an insurance product (e.g. reference agencies);
- Where we are required or permitted to do so by law or relevant regulatory authority (e.g. financial crime screening, fraud detection/prevention);
- Where we provide insurance services in partnership with other companies;
- In the event that we are bought or we sell any business or assets, in which case we will disclose your personal information to the prospective buyer of such business or assets;

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

## Which decisions made about you will be automated?

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

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

- **Credit Referencing** – using the information given, calculations are performed to evaluate your credit rating. This rating will help us to evaluate your ability to pay for the quoted products and services.
- **Automated Claims** – some small claims may qualify for automated processing, which will check the information you provide, resulting in a settlement or rejection of your claim.

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

### For how long will we keep your information?

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

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

### Your information is incorrect what should you do?

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

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

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

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

- b) Where we have told you we are using your data for our legitimate business interests and you believe we shouldn't be (e.g. you were in the background of a promotional video but you did not agree to be in it)

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

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

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

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

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

## Our Privacy Notice

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

## How you can contact us about this Privacy Notice?

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

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

You may also email us at [crt.halifax@uk.rsagroup.com](mailto:crt.halifax@uk.rsagroup.com).

## How you can lodge a complaint?

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

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

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



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Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

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