

MORE TH>N® CAR INSURANCE

Everything explained



YOUR POLICY WORDING  
(Please keep this safe)



# WELCOME TO MORE TH>N CAR INSURANCE

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

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

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

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

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

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

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

## WHAT IS COVERED

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

## WHAT IS NOT COVERED

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

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

# YOUR CAR INSURANCE POLICY

## THIS IS YOUR MORE THAN CAR INSURANCE POLICY BOOKLET.

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

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

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

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

For example, this could include:

- not telling us about motoring or criminal convictions;
- not telling us about previous accidents or losses, even if a claim was not made;
- not telling us about modifications to your car;
- giving us false information about who is the registered keeper or owner of your car;
- giving us false information about the main user of your car; or
- giving us false information about the true number of vehicles in your family.

## THIS IS NOT A FULL LIST. IF YOU ARE UNSURE WHETHER TO DISCLOSE ANY MATTER TO US, PLEASE CONTACT US.

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

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

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

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

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

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

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## POLICY DEFINITIONS

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

### Accessories

Accessories are defined as:

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

### British Isles

The British Isles are:

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

### Certificate of Motor Insurance

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

### Driver

Anyone who is shown on your **certificate of motor insurance** as being entitled to drive your car and who has **your** permission to drive it.

### Excess

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

### Key(s)

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

### Temporary hire car

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

### Market value

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

### No Claim Bonus

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

**Period of insurance**

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

**Policy**

**Your policy** is made up of:

- the record of information that **you** have provided to us;
- this **policy** booklet;
- **your schedule**; and
- **your certificate of motor insurance**.

**Schedule**

The document which describes:

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

**Territorial limits**

These are:

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

**Terrorism**

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

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

**Total loss**

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

**Trailer**

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

**We, us, our**

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

## > POLICY DEFINITIONS

### **You, your**

The person named as the policyholder in:

- **your certificate of motor insurance;** and
- **your schedule.**

### **Your car**

The car:

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

### **Your partner**

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

## SECTION 1 – YOUR LEGAL RESPONSIBILITY TO THIRD PARTIES

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

### WHAT IS COVERED

#### A. Your cover while driving or using your car

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

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

#### B. Your cover while driving any other car

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

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

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

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

### WHAT IS NOT COVERED

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

## > YOUR LEGAL RESPONSIBILITY TO THIRD PARTIES

### WHAT IS COVERED

#### C. Cover for other people

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

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

#### D. Cover for legal costs and expenses

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

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

#### E. Cover abroad

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

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

We will not be able to provide a Temporary Hire Car if you are involved in an incident whilst abroad.

#### F. Emergency treatment fees

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

### WHAT IS NOT COVERED

## SECTION 2 – LOSS AND DAMAGE TO YOUR CAR

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

### WHAT IS COVERED

#### A. Loss and damage

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

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

#### B. New car replacement

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

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

**we** may replace it with a new car of the same UK specification

#### C. Recovery and redelivery

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

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

### WHAT IS NOT COVERED

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

## SECTION 3 – FIRE AND THEFT TO YOUR CAR

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

### WHAT IS COVERED

#### A. Loss

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

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

#### B. New car replacement

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

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

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

#### C. Recovery and redelivery

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

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

### WHAT IS NOT COVERED

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

# SECTION 4 – A. NO CLAIM BONUS

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

## HOW YOUR NO CLAIM BONUS WORKS

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

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

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

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

1. Fees for emergency treatment under **Section 1 – Your legal responsibilities to third parties**.
2. A Claim under **Section 6 – Legal assistance plan**.
3. A Claim under **Section 8 – Windscreen**.
4. A Claim under **Section 9 – Breakdown**.
5. A Claim under **Section 10 – Travel accident plan**.

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

## SECTION 4 – B. NO CLAIM BONUS PROTECTION

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

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

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

The following also apply:

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

## SECTION 5 – FOREIGN USE EXTENSION

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

### FOREIGN USE EXTENSION

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

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

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

## SECTION 6 – LEGAL ASSISTANCE PLAN

### DEFINITIONS

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

#### **Legal associates**

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

#### **Legal expenses**

Legal fees and other expenses and tax **your** solicitor has reasonably charged **you** (with **our** prior agreement) for bringing a claim for **uninsured losses** against the responsible party in, or in anticipation of, any potential or actual **legal proceedings**. Also costs which a Civil Court has ordered **you** to pay or which **we** have agreed to pay.

#### **Legal proceedings**

Civil or Criminal proceedings arising out of the use of **your car** by **you**.

#### **Motor accident**

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

#### **Temporary hire vehicle**

A similar class of vehicle to **your car** that will be hired to **you** in accordance with the provisions of this section. The make and model may differ from **your car**.

#### **Uninsured losses**

Expenses or compensation claims (or both) relating to **your motor accident** that are not covered by **your policy** but for which **you** have a claim at law against the responsible party.

#### **We, us, our**

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

#### **You, your**

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

#### **Your car**

The **car** stated in the **schedule**, any replacement vehicle **we** arrange for **you** while **your car** is being repaired after **you** have claimed under this **policy**, any other vehicle which **your certificate of motor insurance** allows **you** to use in the **British Isles**, or a **trailer** if your **schedule** shows that you have cover for a **trailer**. The **trailer** will be covered whether or not it is attached to **your car**.

## SECTION 6 – LEGAL ASSISTANCE PLAN (CONT.)

### WHAT IS COVERED

#### A. LEGAL EXPENSES TO RECOVER UNINSURED LOSSES

In the event of a **motor accident** in which **you** are involved, **we** will pay **your legal expenses** provided **your legal associates** are of the view that there is a reasonable chance that **your** claim or the **legal proceedings** will result in **you** receiving money by way of compensation.

If **your legal associates** are not of the view that there is a reasonable chance that **your** claim or the **legal proceedings** will result in **you** receiving money by way of compensation, **we** will pay **your legal expenses** for the circumstances to be reviewed further by **your legal associates**, 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 associates** are of the opinion that there is a reasonable chance that **your** claim will succeed, **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 associates** 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.

#### B. DEFENCE COSTS FOR ROAD TRAFFIC OFFENCES

**We** will also pay legal costs and expenses to

- defend **you** for any offence under the road traffic laws whilst using **your car**, and which are not covered under Section 1 Part B, D Legal Costs.
- represent **you** if **you** have pleaded guilty in respect of any offence committed under road traffic laws, if a conviction may result in **you** being disqualified or suspended from driving.

#### C. LEGAL REPRESENTATION

**You** have the right to choose a solicitor to act as **your** representative.

Any solicitor acting for **you** will do so subject to **our** standard terms of appointment to act in **your** name and for **your** benefit.

The most **we** will pay for **legal expenses** for all claims that arise from the same **motor accident** is the amount shown in the **schedule**.

If **we** have paid for any **legal expenses** which **you** later succeed in recovering from any third party, **we** will be entitled to reimbursement of those expenses.

## > LEGAL ASSISTANCE PLAN

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

1. Any claim if **you** tell **us** about the **motor accident** more than 180 days after it happened.
2. Any claim if the **motor accident** happened before cover under this section started.
3. Any **legal expenses** incurred by **you** before **we** agree to **your** appointment of **legal associates** to act for **you**.
4. Any **legal expenses** charged as a result of **your** conduct which may reasonably be considered to hinder **your** claim.
5. Any **legal expenses** if **you** withdraw from the **legal proceedings** without **our** agreement. **We** will be entitled to a refund of any money **we** have paid.
6. Any claim arising from damage to **your car** where such claim is made against **you**.
7. Any expenses for an expert witness, unless **we** have given written approval.
8. 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**.
9. Any claim arising from a malicious act.
10. Any claim for any **legal expenses** relating to any other person or organisation bringing a claim or counterclaim against **you**.
11. **Legal expenses** **you** can recover from any other person.
12. Any **legal expenses** where **we** do not believe the cost of **legal expenses** to pursue **your** claim will be in proportion to the expected benefit.
13. The legal costs and expenses of defending a motoring prosecution resulting from drink or drugs related offences or offences connected with violent or dishonest conduct.
14. The legal costs and expenses of any Appeal if **you** are unsuccessful in any Criminal **legal proceedings**.

### D. TEMPORARY HIRE VEHICLE

Subject to a claim having been made and **us** providing cover under **Section 2 – Loss and damage to your car of your policy**, **we** will provide **you** with a **temporary hire vehicle** in the United Kingdom, Channel Islands or the Isle of Man if **your car** is immobilised, or whilst it is being repaired, as a result of a **motor accident** involving another motor vehicle, and **we** agree that there are reasonable prospects of recovering the costs from the responsible third party.

In such cases **you** must provide the details of the responsible third party including:

- name and address;
- vehicle registration;
- insurance company name;
- insurance policy number.

**You** must also comply with the terms and conditions of the hire company selected by **us**. This will include completion of a hire agreement. Following the hire of the vehicle **we** will include the amount charged by the hire company for the hire of the **temporary hire vehicle**, and the legal costs incurred in connection with the claim for recovery of that amount, as part of the claim being pursued on **your** behalf for **uninsured losses**.

## E. MORE TH>N CARE

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

### WHAT IS COVERED

In the event that **you**:

a) are responsible or partially responsible for a motor accident in which **you** or **your** passenger sustains a minor soft tissue injury, for example whiplash or a similar neck strain **we** will provide:

- A free telephone advice line, for a period of 12 weeks from the date of notification of the motor accident, giving access to advice in respect of **your** recovery and any exercises specific to **your** needs.
- Details of how to access a remote web based, DVD or self-help physiotherapy session with advice and guidance about **your** minor soft tissue injury.

b) are not responsible or partially responsible for a motor accident in which **you** or **your** passenger sustains an injury;

- **We** will provide a detailed telephone assessment after which an action plan will be agreed with **you** and the solicitor in relation to the type of help or support from which **you** may benefit.
- **We** will make recommendations with regards to treatment such as physiotherapy, counselling support, practical aides or other forms of assistance that may aid **your** recovery.
- The treatment or assistance may be provided to **you** with the costs being reclaimed from the responsible party's insurance company.

### WHAT IS NOT COVERED

1. Any claim under that has not been reported to **us** within 7 days of the accident.
2. The cost of any treatment that has not been agreed with **us**.

## SECTION 6 – LEGAL ASSISTANCE PLAN (CONT.) – CONDITIONS

### A. CONTROL OF CLAIMS

We will refer **you** to our panel **legal associates**, subject to reasonable consultation with **you**.

**You** must:

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

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

If in any Civil **legal proceedings** **your** claim is not successful and **you** want to appeal, **you** must write and tell **us** and **your legal associates** 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** and **your** solicitor agree that it is more likely than not that **your** appeal will succeed.

### B. REASONABLE PROSPECT OF SUCCESS IN CIVIL CASES

If at any time **we** or **your legal associates** think that **your** claim or the **legal proceedings** do not have a reasonable prospect of success, **we** will confirm this in writing to **you**. We will tell **you** that **we** will not pay for any **legal expenses** incurred after that date or take any more action to recover your **uninsured losses**.

**You** have a right to continue the claim or **legal proceedings** but this will be at **your** own expense.

### C. LEGAL EXPENSES IN CIVIL CASES

The amount of **legal expenses** **we** will pay will be assessed under 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 under Rule 44.4 of the Civil Procedure Rules 1998 (as amended).

If the claim falls under the law of Scotland, the claims for costs and expenses will be restricted to amounts allowed in the Scottish Laws equivalent.

**You** or your **legal associates** must send all bills and other documentation relating to **legal expenses** to **us** as soon as possible after **you** receive them.

**We** may ask **your legal associates** to have the **legal expenses** assessed, taxed or audited.

The **legal expenses** that **we** will pay will not be affected by any agreement, or promise made by **you** to any **legal associates** or other person unless **we** have approved such agreement or promise in writing.

## D. LEGAL COSTS AND EXPENSES IN CRIMINAL CASES

All reasonable and necessary costs charged by **your legal associates** and agreed by **us**.

## E. SETTLEMENT OFFERS

**You** must tell **us** as soon as possible of any offer to settle any claim (this includes any Part 36 offer) and must not accept or make any offer to settle the claim unless **you** have **our** prior agreement. **We** will not withhold **our** agreement unreasonably.

If **we** or **your** legal associates are of the view that any offer to settle the claim should be accepted, but **you** do not accept that offer and the amount of the offer is equal to or greater than the total compensation which **you** are eventually awarded or agree to accept, **we** will not pay for any **legal expenses** incurred from the date of that offer.

## F. OPTIONS TO PAY

**We** may decide to pay **your** claim for compensation instead of continuing **your** claim or **legal proceedings**.

## G. 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 associates** instructed to act for **you**, **we** will:

- tell **you** about it in writing; and
- give **you** the right to choose a solicitor.

## H. ARBITRATION

**You** have the right to refer any disagreement **you** have with **us** to arbitration. **We** also have the same right.

The arbitrator will be a solicitor or barrister **we** and **you** agree on. If **we** and **you** cannot agree, the President of a suitable lawyers' organisation will be asked to choose one. Whoever loses the arbitration will pay all the costs and expenses of the arbitration. If the arbitrator decides in **our** favour, **you** cannot recover the costs of the arbitration under this section.

**We** will write to **you** telling **you** of this right if **we** disagree about anything. **You** must write and tell **us** if **you** want to take up this option.

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.

## I. CANCELLATION

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

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

## > TEMPORARY HIRE CAR

# SECTION 7 – TEMPORARY HIRE CAR

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

## WHAT IS COVERED

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

# TEMPORARY HIRE CAR UPGRADE

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

## WHAT IS COVERED

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

## WHAT IS NOT COVERED

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

**We** will not be able to provide a **Temporary Hire Car** if **you** are involved in an incident whilst abroad.

# CONDITIONS

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

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

**You** may cancel the temporary hire car upgrade section of the policy at any time. No refund of premium will be given.

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

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

## SECTION 8 – WINDSCREEN

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

### WHAT IS COVERED

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

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

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

### WHAT IS NOT COVERED

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

## SECTION 9 – BREAKDOWN

### DEFINITIONS

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

#### **Assistance service**

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

#### **Your car**

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

#### **Breakdown**

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

#### **Emergency assistance**

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

#### **Immobilised**

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

#### **Replacement car**

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

#### **United Kingdom**

England, Scotland, Wales and Northern Ireland.

## SECTION 9 – BREAKDOWN (CONT.) – ROADSIDE ASSISTANCE

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

### WHAT IS COVERED

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

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

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

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

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

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

### WHAT IS NOT COVERED

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

## SECTION 9 – BREAKDOWN (CONT.) – RECOVERY

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

### WHAT IS COVERED

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

**We** will also pay the cost of the following:

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

**We** will do this by providing:

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

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

### WHAT IS NOT COVERED

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

## SECTION 9 – BREAKDOWN (CONT.) – HOMECALL

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

### WHAT IS COVERED

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

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

### WHAT IS NOT COVERED

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

> BREAKDOWN

## SECTION 9 – BREAKDOWN (CONT.) – EUROPEAN ASSISTANCE

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

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

### WHAT IS COVERED

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

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

**We** will also pay for the following:

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

**We** will do this by providing:

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

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

### WHAT IS NOT COVERED

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

## WHAT IS COVERED

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

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

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

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

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

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

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

## WHAT IS NOT COVERED

> BREAKDOWN

WHAT IS COVERED

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

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

WHAT IS NOT COVERED



## SECTION 9 – BREAKDOWN (CONT.) – CONDITIONS

Applicable to all levels of **breakdown** cover

### A. LOOKING AFTER YOUR CAR

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

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

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

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

### B. REQUESTS FOR EMERGENCY ASSISTANCE

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

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

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

### C. SELECTING THE APPROPRIATE ASSISTANCE SERVICE

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

### D. CONDITIONS OF CAR HIRE

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

The **replacement car** hirer's normal terms and conditions will apply. This may mean that:

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

## > BREAKDOWN

The availability of car hire is not guaranteed.

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

## E. SAFETY OF CONTENTS

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

If **your car** is recovered, **we** will decide whether to transport any animal. If **we** decide not to transport any animal, it is **your** responsibility to make alternative arrangements for its transportation.

## F. RESPONSIBILITY FOR THE REPAIRER'S ACTS OR NEGLIGENCE

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

## G. EMERGENCY ASSISTANCE WHICH IS NO LONGER NEEDED

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

## H. COLLECTING THE CAR FOLLOWING A REPAIR

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

## I. NOTICE

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

## J. CANCELLATION

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

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

## SECTION 9 – BREAKDOWN (CONT.) – EXCLUSIONS

### WHAT IS NOT COVERED

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

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

## SECTION 10 – TRAVEL ACCIDENT PLAN

### DEFINITIONS

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

#### **Air travel**

Getting into, travelling in or getting out of any fully licensed passenger carrying aircraft as a passenger, but not as a member of the crew, or for the purposes of carrying out work in or on the aircraft.

#### **Bodily Injury**

Sudden and accidental physical injury, excluding any sickness, disease or degenerative medical process.

#### **Private motor vehicle**

Any vehicle which is built or adapted to:

- carry not more than 7 passengers (including the **driver**); or;
- carry or haul a load and with a fully laden weight (including the weight of any trailer or semi-trailer) of not more than 3500 Kg.

Agricultural vehicles are not included.

#### **Private motor vehicle pedestrian or passenger accident**

An accident happening anywhere in the world to **you**:

- when getting into, driving in, riding in or getting out of any **private motor vehicle**;
- when struck by any kind of vehicle whilst as a pedestrian or pedal cyclist on a public thoroughfare;
- when boarding, travelling in or getting off any bus, train, taxi, ship, ferryboat or hovercraft as long as **you** are a fare-paying passenger;
- during **air travel**.

#### **Public thoroughfare**

Any road or track built for motor vehicles to use but to which the public at large has a right of way.

## WHAT IS COVERED

We will pay **your** estate the amount shown in the **schedule** if, during any **period of insurance**, as the result of a **private motor vehicle pedestrian** or **passenger accident**, **you** suffer bodily injury which, within 52 weeks, is the only cause of death.

## WHAT IS NOT COVERED

This section does not provide cover for **bodily injury** suffered:

1. while **you** are driving, if **you** do not hold a current and valid driving licence to drive the **private motor vehicle**;
2. while **you** are driving with more than the legally permitted level of alcohol in the blood;
3. as the result of, or which is contributed to by, **you** having taken a drug unless taken on proper medical advice and not for the treatment of drug addiction;
4. while **you** are motorcycling (including mopeds) as a rider or passenger;
5. while **you** are taking part in or practising for racing, rallies, trials or speed tests;
6. arising directly or indirectly from war, hostilities, terrorism, revolution, military power or civil commotion;
7. arising directly or indirectly from **your** drug addiction or solvent abuse or excessive alcohol intake;
8. arising directly or indirectly or resulting from **your** own illegal or criminal act;
9. arising directly or indirectly or resulting from deliberately injuring yourself, or putting yourself in needless danger except in an attempt to save human life;
10. as the result of committing or attempting to commit suicide.

## CLAIMS CONDITIONS

In the event of a **private motor vehicle pedestrian** or **passenger accident**, we must be told as soon as possible. Initially this can be by phone or in writing from **your** representative, who may be a relative, close friend, solicitor or executor of **your** estate.

Any delays in telling **us** will affect the speed with which **we** can deal with the claim.

If necessary, examination by **our** medical advisors must be allowed. Any other evidence **we** may need in support of a claim must be produced at the expense of those making the claim.

**We** will pay any benefit due to **your** estate. **We** will not add interest to any amount payable.

## CANCELLATION

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

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

## SECTION 11 – EMERGENCY CARE

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

### WHAT IS COVERED

#### Medical Expenses

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

#### Emergency Overnight Accommodation

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

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

#### Replacement Locks

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

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

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

### WHAT IS NOT COVERED

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

## SECTION 12 – IN CAR ENTERTAINMENT

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

### IN CAR ENTERTAINMENT – DEFINITION

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

that is not part of **your car's** original specification fitted by the manufacturer or dealer from first registration and which, except for portable navigation equipment, must be permanently fitted in **your car**. If the equipment is part of **your car's** original specification, we consider it to be part of **your car** and a claim will be settled under **Section 2 – Loss and Damage to Your Car** or **Section 3 – Fire and Theft to Your Car** of this policy.

#### WHAT IS COVERED

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

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

#### WHAT IS NOT COVERED

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

## SECTION 13 – PERSONAL EFFECTS

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

### WHAT IS COVERED

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

### WHAT IS NOT COVERED

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

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

# POLICY CONDITIONS

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

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

## A. REPORTING A CLAIM

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

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

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

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

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

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

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

## B. ASSESSING YOUR CLAIM

**We** suggest that soon after receiving **your policy** **you** read the section in **your policy** document headed "What you should do if there is an accident or theft". Whilst **we** hope **you** never need the information it is better to be prepared for the unexpected. **You** must not admit or deny a claim or negotiate or promise to pay a claim without **our** written permission. **We** will not refuse permission without a good reason.

## > POLICY CONDITIONS

### C. FRAUDULENT OR EXAGGERATED CLAIMS

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

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

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

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

### D. LICENCE CHECKING

**You** must check the driving licence of every **driver** who will drive **your car** and **you** must inform **us** of:

- any convictions noted on the licence;
- any provisional licence;
- any licence issued outside the UK.

### E. CHANGES IN RISK

**You** must tell **us** immediately:

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

**You** must tell **us** as soon as reasonably possible if any other circumstances change, for example:

- if **you** or any other **driver** has been convicted of any motoring offence including fixed penalty offences, or has any prosecutions outstanding;
- if **you** or any other **driver** has been involved in any accidents, losses or thefts, regardless of whether a claim was made;
- if **you** or any other **driver** has been convicted of an offence of fraud or dishonesty (e.g. shop lifting, credit card fraud, tax evasion) or have possible prosecutions outstanding;
- if **you** or any other **driver** develops a notifiable health condition or an existing condition worsens. A notifiable health condition is one which must be referred to the DVLA (please refer to the DVLA D100 leaflet or [www.direct.gov.uk/motoring](http://www.direct.gov.uk/motoring) for a full list of notifiable conditions).

Examples of notifiable conditions are epilepsy or insulin controlled diabetes;

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

This is not a full list. If **you** are not sure whether to report a change, please contact **us**.

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

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

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

## F. LOOKING AFTER YOUR CAR

**Your car** must be maintained and only used in a roadworthy condition. **You** and any other person in charge of **your car** must take all reasonable steps to protect it against loss or damage. **Your** claim will not be paid unless **you** meet these conditions:

- when there is no one in **your car**, it must be locked and the **key(s)** removed from its vicinity;
- **your key(s)** are as valuable as **your car** and **you** must make sure they have been secured against theft.

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

## G. CANCELLING YOUR POLICY

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

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

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

**We** reserve the right to cancel **your policy** in the event that there is a default in instalment payments due under any linked loan agreement. If **you** pay **your** premium monthly, cover under this **policy** will end if **you** do not pay any monthly premium when it is due. In these circumstances **you** must return **your certificate of motor insurance** to **us**. However, **we** will send a letter to **your** last known address and give **you** the opportunity to pay the premium within 7 days.

## H. OTHER INSURANCE

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

**We** will not share the following claims:

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

## > POLICY CONDITIONS

### I. TAKING OVER YOUR RIGHTS

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

### J. COVER FOR CAR SHARING

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

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

### K. OUR RIGHT TO RECLAIM PAYMENTS

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

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

### L. AUTHORITY TO RENEW

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

### M. ADMINISTRATION FEES

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

### N. CONTACT DETAILS

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

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

## O. PROVISION OF FALSE INFORMATION

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

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

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

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

## P FINANCIAL SANCTIONS

**We** will not provide any cover or be liable to provide any indemnity, payment or other benefit under this **policy** where doing so would breach any prohibition or restriction imposed by law or regulation.

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

## POLICY EXCEPTIONS

### EXCEPTIONS WHICH APPLY TO YOUR WHOLE POLICY

#### A. Use and driving

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

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

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

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

#### B. Liability which results from an agreement

We do not cover any liability which results only from an agreement **you** have made.

#### C. Radioactive contamination

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

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

#### D. War risks

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

#### E. Riot and civil unrest

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

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

#### F. Sonic bangs

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

#### G. Pollution

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

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

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

#### **H. Rallies, competitions, trials and track use**

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

- in a rally;
- in a competition;
- in a motor trial;
- on a racetrack;
- on a circuit; or
- on a prepared course.

#### **I. Public authorities**

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

#### **J. Deliberate acts**

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

#### **K. Driving under the influence of drink or drugs**

Save to the extent required under the Road Traffic Act **we** do not cover any loss, damage or liability arising from an incident 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. **We** reserve the right to recover from **you** any amounts which **we** pay before such conviction or which **we** are required to pay.

## > WHAT YOU SHOULD DO IF THERE IS AN ACCIDENT OR THEFT

# WHAT YOU SHOULD DO IF THERE IS AN ACCIDENT OR THEFT

## WHAT TO DO IMMEDIATELY AFTER THE ACCIDENT

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

## NOTIFYING A CLAIM

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

Ideally when you call you will provide:

- name, address and contact phone number(s) for you, and the driver of your car if different;
- we will ask for information about convictions so please have any driving licence(s) ready when you call;
- personal details necessary to confirm your identity;

## WHAT YOU SHOULD DO IF THERE IS AN ACCIDENT OR THEFT >

- your policy number;
- information about your car and any damage it sustained;
- details of the accident or claim circumstances (when, where and how it happened);
- details of any witnesses and the Police or any other emergency service that was called;
- details of the other party or parties involved, including information about damage to their car or property and any injuries that anybody might have sustained;
- where appropriate, your thoughts on who was to blame for the accident.

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

### CAR REPAIRS

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

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

### IF YOUR CAR IS STOLEN OR TOTAL LOSS

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

### IF YOUR CAR IS DAMAGED BUT ROADWORTHY

If you have **Section 7 – temporary hire car**

Our recommended repairers have been carefully selected to give you a fast, reliable and professional service. By using them you will also benefit from:

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

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

## > HOW WE SETTLE A CLAIM

# HOW WE WILL SETTLE A CLAIM

## A. THE MAXIMUM AMOUNTS WE WILL COVER

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

## B. HOW WE WILL SETTLE YOUR CLAIM

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

If your car is lost or damaged we:

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

## C. HIRING AND OTHER AGREEMENTS

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

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

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

## IMPORTANT GUIDELINES WHEN TRAVELLING ABROAD

### A. Foreign Use Extension

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

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

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

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

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

Take the following insurance documents when you travel abroad:

1. Your certificate of motor insurance.
2. The European accident statement.

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

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

1. Immediately report the accident to the police if anybody involved in the incident is injured or if there is a disagreement with the other driver. Get details of the police team that attended the scene or who the accident was reported to.
2. Give your name and address, and our name and address to the other party and produce your certificate of motor insurance.
3. Get the name and address of the other driver, details of their motor insurer (including policy number) and information about the registration and ownership of the other vehicles involved.
4. Call our Euro Claims Helpline as soon as possible, particularly if anybody is injured.
5. Never make any statement or sign any document (other than the European accident statement) without the advice of a lawyer or competent official. Do not sign the European accident statement, particularly if written in a foreign language, before you are certain that you understand and agree with every word.
6. If you have a camera, take photographs showing the layout of the scene and positions of the vehicles from various angles.

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

7. Use your European accident statement (the various linguistic editions of this form are identical throughout Europe) and be sure to get the following details:
  - the make, registration number and colour of the other vehicle and whether it is right or left-hand drive. If the third party vehicle is a lorry obtain the number of both the cab and trailer units. In some countries these have different registration numbers;
  - the full names, addresses and occupations of independent witnesses;
  - the date, time and exact place of the accident;
  - the speeds of your own and the other vehicle;
  - signals given by you and the other driver;
  - weather and road conditions;
  - names and addresses of people injured and details of those injuries;
  - details of damage to your own and other vehicles.

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

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

## WHAT YOU SHOULD DO WHEN CIRCUMSTANCES CHANGE

If you change your car please tell us. We will let you know about any change in your premium and will send you an updated schedule and certificate of motor insurance.

We will need to know the full details of your new car (for example, its make and model, registration number and engine size). We will also need to know whether the car is registered or owned in another person's name and if it has been modified.

Whenever you get a new car, you must get a cover note or a new certificate of motor insurance before you drive it. You must also return paper copies of the old certificate of motor insurance to us.

### IF YOU WANT TO DRIVE ANOTHER CAR

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

The Driving Other cars cover to this policy does not apply to any car belonging to your partner.

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

### IF YOU WANT TO CHANGE DRIVERS

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

### IF YOU CHANGE POSTAL ADDRESS

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

### IF YOU CHANGE E-MAIL ADDRESS

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

### IF YOU NEED TO USE YOUR CAR FOR TOWING

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

## > WHAT YOU SHOULD DO WHEN CIRCUMSTANCES CHANGE

### IF ANY OTHER CIRCUMSTANCES CHANGE

You must tell us immediately:

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

You must tell us as soon as reasonably possible if any other circumstances change, for example:

- if you or any other driver has been convicted of any motoring offence including fixed penalty offences, or has any prosecutions outstanding;
- if you or any other driver has been involved in any accidents, losses or thefts, regardless of whether a claim was made;
- if you or any other driver has been convicted of an offence of fraud or dishonesty (e.g. shop lifting, credit card fraud, tax evasion) or have possible prosecutions outstanding;
- if you or any other driver develops a notifiable health condition or an existing condition worsens. A notifiable health condition is one which must be referred to the DVLA (please refer to the DVLA D100 leaflet or [www.direct.gov.uk/motoring](http://www.direct.gov.uk/motoring) for a full list of notifiable conditions) Examples of notifiable conditions are epilepsy or insulin controlled diabetes;
- if the main driver of your car changes;
- if the registered keeper or owner of your car changes;
- if the place where your car is usually kept changes;
- if any modifications are made to your car;
- if the number of vehicles in your family changes.

If you are not sure whether to report a change, please contact us.

### DEATH OF POLICYHOLDER

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

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

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

# COMPLAINTS PROCEDURE

## OUR COMMITMENT TO CUSTOMER SERVICE

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

### Step 1

If your complaint relates to your policy then please contact the sales and service number shown in your schedule. If your complaint relates to a claim then please call the claims helpline number shown in your policy booklet.

We aim to resolve your concerns by close of the next business day. Experience tells us that most difficulties can be sorted out within this time.

### Step 2

In the unlikely event that your concerns have not been resolved within this time, your complaint will be referred to our Customer Relations Team who will arrange for an investigation on behalf of our Chief Executive. Their contact details are as follows:

**Post: MORE TH>N  
Customer Relations Team  
P O Box 2075  
Livingston  
EH54 0EP**

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

## OUR PROMISE TO YOU

We will:

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

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

## > COMPLAINTS PROCEDURE

### 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:**           **Financial Ombudsman Service**  
                      **South Quay Plaza**  
                      **183 Marsh Wall**  
                      **London E14 9SR**

**Telephone:**  **0800 0234567 (for landline users)**  
                      **0300 1239123 (for mobile users)**

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

**Website:**       **www.financial-ombudsman.org.uk**

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

### THANK YOU FOR YOUR FEEDBACK

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

## HOW WE USE YOUR INFORMATION

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

### WHO WE ARE

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

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

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

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

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

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

- assess financial and insurance risks;
- recover debt;
- prevent and detect crime;
- develop our services, systems and relationships with you;
- understand our customers' requirements;
- develop and test products and services. We do not disclose your information to anyone outside the Group except:
  - where we have your permission; or
  - where we are required or permitted to do so by law; or
  - to credit reference and fraud prevention agencies and other companies that provide a service to us, our partners or you; or
  - where we may transfer rights and obligations under this agreement.

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

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

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

## > HOW WE USE YOUR INFORMATION

### SENSITIVE INFORMATION

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

### CREDIT REFERENCE AGENCIES

To determine premium payment rates at quote, renewal and/or any future invitations, we will make checks on the electoral role and public data through a credit reference agency. These enquiries will be recorded but will not affect your credit rating.

### FRAUD PREVENTION AGENCIES

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

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

- checking details on applications for credit and credit related or other facilities;
- recovering debt;
- checking details on proposals and claims for all types of insurance;
- checking details of job applicants and employees.

Please contact the Data Protection Liaison Officer at the address below if you want to receive details of the relevant fraud prevention agencies.

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

### CLAIMS HISTORY

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

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

### HOW TO CONTACT US

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

## MOTOR INSURANCE DATABASE

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

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

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

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

You can check that your correct registration number details are shown on the MID at [www.askmid.com](http://www.askmid.com)

## HOW TO MAKE YOUR CAR MORE SECURE

### IMPORTANT THINGS TO REMEMBER TO KEEP YOUR CAR SAFE.

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

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

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



# HELPLINES – HOW TO CONTACT US

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

## NEW CLAIMS HELPLINE 0800 300 252

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

Open 24 hours for emergency recovery. Open 9am - 5pm Monday - Friday to report a new claim.

## CLAIMS HELPLINE OUTSIDE U.K. +(44) 870 600 2900

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

Open 9am - 5pm Monday to Friday.

## EXISTING CLAIMS HELPLINE 0800 300 234

Open 9am - 5pm Monday to Friday.

## CUSTOMER SERVICE LINE 0844 873 7253

If your circumstances change and you need to update your cover, you can call the Customer Service line or visit [morethan.com](http://morethan.com) 'your account' and register for online servicing. Please refer to your schedule for details of charges regarding making changes to your policy.

Open 8am - 9pm Monday to Friday. 8am - 5pm Saturday and 9am - 5pm Sunday.

## GLASS HELPLINE 0800 731 3172

Open 24 hours.

## BREAKDOWN HELPLINE 0800 300 988

Open 24 hours.

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

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

## LEGAL HELPLINE 0800 413 431

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

Open 24 hours.

**MORE TH>N**<sup>®</sup>

[www.morethan.com/car](http://www.morethan.com/car)

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