

# [Vans]

## Policy



# Vans Claims Helplines

## 24 hour Claims Service

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

## Windscreen Replacement

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

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

## Legal Assistance

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

## Breakdown Assistance

For those of you who have selected Breakdown cover we have helplines to deal with various incidents from your motor vehicle breaking down to accidentally locking your keys in your motor vehicle.

## Helplines Card

**This is your Helplines Card. Please keep it in a safe place.**

### Vans Helplines Card

**Policy Number**

<b>24 Hour Claims Service</b>	<b>0845 300 4006*</b>
<b>Windscreen Replacement</b>	<b>0800 783 4695*</b>
<b>Legal Assistance Helpline</b>	<b>01455 251500*</b>
<b>Breakdown Assistance (if covered)</b>	<b>0800 0582801</b>
<b>European Assistance (if covered)</b>	<b>+44 (0) 845 6782787</b>

\*For your protection, telephone calls may be recorded or monitored.



ROYAL & SUNALLIANCE

## How to use the Helpline Services

Telephone the relevant number shown on your card, 24 hours a day, 365 days a year.

# Contents

<b>Customer Information</b>	<b>2</b>
<b>What you should do in the event of an accident or theft</b>	<b>4</b>
<b>What our Claims Helpline and Priority Repairers have to offer</b>	<b>5</b>
<b>How to use the Royal &amp; SunAlliance windscreen replacement service</b>	<b>6</b>
<b>How to make your van more secure</b>	<b>7</b>
<b>What to do if you are taking your van abroad</b>	<b>8</b>
<b>What to do if...</b>	<b>9</b>
<b>Other useful points</b>	<b>10</b>
<b>Have you thought about Legal Assistance Plan?</b>	<b>10</b>
<b>Have you thought about Breakdown cover?</b>	<b>10</b>
<b>Definitions</b>	<b>16</b>
<b>Section 1 - Loss or Damage to the Motor Vehicle</b>	<b>21</b>
<b>Section 2 - Liability to Third parties</b>	<b>24</b>
<b>Section 3 - Driving Abroad</b>	<b>27</b>
<b>Section 4 - Other Clauses</b>	<b>28</b>
<b>Section 5 - Conditions which apply to your whole Policy</b>	<b>31</b>
<b>Section 6 - Exclusions which apply to your whole Policy</b>	<b>34</b>
<b>Section 7 - Endorsements which apply to your Policy</b>	<b>36</b>
<b>Section 8 - No Claim Discount Protection</b>	<b>38</b>
<b>Section 9 - Legal Assistance Plan</b>	<b>39</b>
<b>Section 10 - Breakdown</b>	<b>43</b>
<b>Complaints Procedure</b>	<b>52</b>

## **Customer Information**

### **Data Protection Notice**

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.

We are required to send you this information to comply with current Data Protection legislation. It explains how we may use your details and tells you about the systems we have in place that allow us to detect and prevent fraudulent applications and claims. The savings that we make help us to keep premiums and products competitive.

### **Data Protection Act 1998**

All personal information supplied by you will be treated in confidence by the Royal & Sun Alliance Insurance Group of companies and will not be disclosed to any third parties except where your consent has been received or where permitted by law. In order to provide you with products and services this information will be held in data systems of the Royal & Sun Alliance Insurance Group of companies or our agents or subcontractors.

The Royal & Sun Alliance Insurance Group of companies may pass your personal data to other companies for processing on its behalf. Some of these companies may be based outside Europe in countries which may not have laws to protect your personal data, but in all cases the Group will ensure that it is kept securely and only used for the purposes for which you provided it. Details of the companies and countries involved can be provided to you on request.

### **Motor Insurance Database**

Your policy details will be added to the Motor Insurance Database (MID), run by the Motor Insurers' Information Centre (MIIC). MID data may be used by the DVLA and DVLNI for the purpose of Electronic Vehicle Licensing and by the Police for the purposes of establishing whether a driver's use of the vehicle is likely to be covered by a motor insurance policy and/or for preventing and detecting crime. If you are involved in an accident (in the UK or abroad), other UK insurers, the Motor Insurers' Bureau and MIIC may search the MID to obtain relevant policy information.

Persons with a valid claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.

You can find out more about this from your insurer, or at [www.miic.org.uk](http://www.miic.org.uk).

## **Fraud Prevention, Detection & Claims History**

In order to prevent and detect fraud we may at any time:

- Share information about you with other organisations and public bodies including the Police;
- Check and/or file your details with fraud prevention agencies and databases, and if you give us false or inaccurate information and we suspect fraud, we will record this. We and other organisations may also search these agencies and databases to:
  - Help make decisions about the provision and administration of insurance, credit and related services for you and members of your household
  - Trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies;
  - Check your identity to prevent money laundering, unless you furnish us with other satisfactory proof of identity;
- Undertake credit searches and additional fraud searches.

We can supply on request further details of the databases we access or contribute to (see below).

### **Claims History**

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

The aim is to help us to check information provided and also to prevent fraudulent claims. When we deal with a request for insurance, we may search these registers.

Under the conditions of your policy, you must tell us about any incident (such as an accident or theft) 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.

We may search these databases when you apply for insurance, in the event of any incident or claim, or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

### **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  
Royal & Sun Alliance Insurance plc  
Bowling Mill  
Dean Clough Industrial Park  
Halifax  
HX3 5WA

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

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

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

## What our Claims Helpline and Priority Repairers have to offer

### In an emergency...

If your van is either stolen, or <sup>+</sup>immobilised/unroadworthy due to an accident, fire, attempted theft or vandalism, within the UK, in order to provide practical help when you need it most we have arranged the following services:

- 24hr Accident Recovery Service (UK)
- 48hr Replacement Vehicle (which can be enhanced with the 7 day Replacement Vehicle Extension\*)

<sup>+</sup>By immobilised/unroadworthy we mean:

Incapable of movement or illegal to use on a Public Highway due to the vehicle's damaged condition.

(N.B. A driver must be 23-70 years old with a minimum full licence for 12 months).

All you have to do is call the 24 hour Claims Service Helpline on **0845 300 4006** to register your claim.

Within the hour, our service provider will be on hand to transport you and your passengers to your home or intended single destination within the UK. They will then take your vehicle to one of our Priority Repairers or, if you prefer, to your home/business address.

To help keep your business on the road, they will also arrange for you to have a Replacement Vehicle for 48 hours, and arrange a specially discounted rate thereafter.

This is not a courtesy vehicle, e.g. will not be available where a roadworthy vehicle is in for repair.

\* Please note the Replacement Vehicle Extension can only be taken out at inception/renewal of the policy.

However, where this extension has been purchased any additional vehicles can be added on a pro-rata basis.

### Service Standards

We have a Rapid Response Pledge which means that if our service provider does not arrive within an hour of initial contact you will be entitled to £10 compensation.

A Replacement Vehicle can be arranged by our service provider within 2 hours of initial contact.

### If your van is still driveable...

Our Claims Service Team will provide advice and assistance to help you get your van back on the road as quickly as possible and repaired to your complete satisfaction. To ensure this happens we have a network of carefully chosen Priority Repairers spread throughout the country.

Our network of Priority Repairers are authorised to start work on your van as soon as they receive it. Our Motor Engineers ensure that they continue to meet the required performance levels within pre-agreed costs.

For your protection, telephone calls may be recorded or monitored.

The benefits of the Priority Repairer Scheme are:

- In the event of a claim you simply call our Claims Service Helpline
- No need to obtain estimates
- You will be contacted by the Priority Repairer to arrange an appointment for your van to be repaired
- Your van can be collected/delivered to your home/business address free of charge
- The repairs will be completed quickly and to a high standard which includes a lifetime guarantee for all body/paintwork with the reapplication of anti-corrosion material in line with the manufacturer's specification and warranty
- Your van will be returned to you in a clean and tidy condition.

In the event of a claim, please call 0845 300 4006 to access our Priority Repairers.

## **How to use the Royal & SunAlliance windscreen repair/replacement service**

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

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

If your windscreen needs replacing you will be responsible for the first £60 of the total costs and VAT (if you are registered), all other costs will be charged direct to us. **If the windscreen can be repaired the £60 excess is waived** and you will only be responsible for VAT (if you are registered).

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

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

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

If you have THIRD PARTY FIRE & THEFT or THIRD PARTY cover, you can still use the 24 hour priority a glass replacement service but you will have to pay the full cost of any glass replacement. However, as a Royal & SunAlliance customer you will be entitled to discounted prices. Simply show your Royal & SunAlliance Certificate to obtain your discount.

**Royal & SunAlliance - freephone 0800 783 4695**

## How do you make your van more secure

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

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

- Always lock your van doors and shut the windows whenever you leave your van, even if it is on your own driveway or in your garage. Don't forget to lock your garage as well. A few seconds is all it takes for a thief to steal your van.
- Always take care where you park. If you have a garage at home – use it. When you are away from home try to use secure car parks. If this isn't possible, avoid leaving it in back streets or quiet areas because these are ideal working conditions for a thief. If you have to leave your van outside at night always try and park it in a well lit and busy area.
- Don't leave items in view when you leave your van unattended. Always keep them away out of sight e.g. in a glove compartment or under a seat. Even when you are in the van consider these precautions as it has been known for thieves to reach through passenger windows to steal items when the van is stationary. If you have a removable radio don't forget to take it with you when you leave your vehicle. If the radio is permanently fixed consider getting it security coded.
- Don't forget to remove all keys from your vehicle. Never leave your key in the ignition when the van is unoccupied e.g. at a petrol station, even if it is only for a few seconds.
- Many vehicles are stolen after the keys have been stolen. Avoid leaving your jacket or coat unattended with your keys in the pocket, even for a few seconds. Avoid leaving your keys in your business premises or in the home where they could easily be seen by an intruder or where they could be stolen through your letterbox.
- Consider fitting even the most basic physical security measures e.g. a steering wheel or handbrake locking device will deter thieves. Better still consider fitting an engine immobilisation system, alarm system or both.

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

## **What to do if you are taking your van abroad**

Royal & SunAlliance provides free foreign cover which satisfies the legal minimum requirement for liabilities to Third Parties when visiting the following destinations:

All EU countries and Croatia Iceland Liechtenstein Norway and Switzerland.

This free foreign cover does not include loss or damage to the van. However for an additional charge you can upgrade cover to the same as you have in the UK.

While Green Cards are not required for the above countries they are still internationally recognised as evidence of vehicle insurance. We will provide you with a Green Card on request.

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

If your journey only involves travel to the Republic of Ireland, your policy cover applies in full and a Green Card is NOT needed.

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

If you have an accident while abroad you can contact Royal & SunAlliance from outside the UK on 0870 600 2900 (24Hours).

## **What to do if...**

### **you change your van**

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

### **you want to change drivers**

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

### **you change your business address**

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

### **your health changes**

To be eligible for this policy all drivers have to be in good health or you must have notified any health problems amongst your drivers to us AND we must have confirmed their eligibility for policy cover. If health circumstances change, it is a condition of the policy that you should notify us immediately.

### **other circumstances change**

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

## **Other useful points**

### **How does no claim discount work**

You earn No Claim Discount for each year of claim free driving, increasing annually up to a maximum of 5 years, which, with Royal & SunAlliance, gives a 60% discount from your base premium. A single at-fault claim during a one year period of insurance (or not at-fault claim if you are unable to recover your uninsured losses) reduces your 60% No Claim Discount to 45% and 2 at-fault claims will reduce your discount to 20%. See page 28 of this policy for full details.

However, if you have chosen to take NO CLAIM DISCOUNT PROTECTION which is available for Comprehensive cover then your hard earned 60% discount will not be affected unless you have more than 2 at-fault claims in 5 years. Windscreen breakage claims do not count.

### **What to do if you want to lay up your van**

If you want to take your van off the road e.g. for repairs, then you should contact ourselves, your Broker or Insurance Adviser who will recommend what course of action to take. It may be advisable to lay up your van on a temporary basis rather than cancel your policy.

### **Have you thought about Legal Assistance Plan?**

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

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

As a further service to our customers, we have arranged through our third party service provider with whom we have an agreement, a service which will make all reasonable efforts on your behalf to recover the above expenses following a motor accident which is not your fault. The legal costs involved in pursuing such a claim are covered up to £50,000.

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

We have provided all our Van customers with Legal Assistance Plan cover automatically.

### **Have you thought about Breakdown cover?**

Breakdown cover is an optional cover available for Vans (including pick-ups) with a gross vehicle weight up to 3.5 tonnes. Because everyone's driving needs are different, we offer four different levels of cover.

## **Roadside Assistance**

This is our entry level of service and is ideal if you just intend to drive locally.

- Whether you have run out of petrol, have a flat tyre or break down mid-journey we are here to help – as long as you are over one mile from your home address
- We will make every attempt to repair your vehicle on the spot
- If your vehicle cannot be repaired on the roadside, we will take your vehicle and all passengers to the nearest garage or one of our recommended repairers
- If you lock yourself out or lose your keys we will help you get back in.

## **Roadside Assistance and Homecall**

This gives you protection both on the road and right outside your house and includes all the benefits of Roadside Assistance plus emergency assistance, if you break down at home or within one mile of your home address.

## **Roadside Assistance, Recovery and European Assistance**

- As well as the benefits of Roadside Assistance, we will take your vehicle home, to a garage or one of our recommended repairers or to your destination
- If your vehicle needs to be garaged overnight, we will arrange for emergency overnight accommodation for you and your passengers
- All of the above benefits apply if you are driving abroad.

## **Roadside Assistance, Recovery, Homecall and European Assistance**

This is our optimum level of cover which combines all of the above levels. This offers you complete worry-free protection wherever you are driving in the UK and abroad.

If you have not already taken advantage of this valuable option, you may wish to include it at renewal time.

## **Service Standards**

For Breakdown in the UK we have a rapid response pledge which means that if our service provider does not arrive within an hour of the initial contact you will be entitled to £10 compensation.

## **Ready to help you 24 hours a day**

Whatever the problem, whatever the question, we are here to help. For Your convenience, we have a number of helplines to deal with various incidents from Your Motor Vehicle breaking down to accidentally locking Your keys in Your Motor Vehicle.

## **Breakdown Assistance 0800 0582801**

Open 24 hours

## **European Assistance +44 (0) 845 6782787**

Open 24 hours

## Guide to the benefits of Breakdown cover

<b>Benefits</b>	<b>Roadside Assistance</b>	<b>Roadside Assistance &amp; Homecall</b>	<b>Roadside Assistance, Recovery &amp; European Assistance</b>	<b>Roadside Assistance, Recovery, Homecall &amp; European Assistance</b>
<b>Up to one hour's assistance at the roadside</b>	✓	✓	✓	✓
<b>Recovery of your vehicle, driver and up to eight passengers to a local garage</b>	✓	✓	✓	✓
<b>Assistance if you have a flat tyre or flat battery, have run out of fuel or have accidentally put the wrong fuel in your vehicle</b>	✓	✓	✓	✓
<b>Assistance if you break or lose your car keys, or accidentally lock them in your vehicle</b>	✓	✓	✓	✓
<b>Assistance at or within one mile of your home address</b>	X	✓	X	✓
<b>Recovery of your vehicle, driver and up to eight passengers to any garage, your destination or home address</b>	X	X	✓	✓
<b>Emergency overnight accommodation</b>	X	X	✓	✓
<b>Recovery of your van and passengers if the driver is declared medically unfit to drive during the journey</b>	X	X	✓	✓
<b>Cost of a standard-class rail ticket to collect your van following repair</b>	X	X	✓	✓
<b>Emergency message forwarding to let friends or family know you've broken down</b>	✓	✓	✓	✓
<b>Emergency Assistance in Europe (all benefits listed above apply in Europe)</b>	X	X	✓	✓

Please read Your Schedule for the limits of cover and benefits provided by Your Policy, and read this policy booklet for any Conditions and Exclusions that may apply.

**Important note:-** Onward transportation of goods is not part of the Breakdown service provided. However, if you require our assistance we will try to help – but this will be at your own expense and over and above the premium you have paid for the Breakdown service.



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**This Policy (and the Schedule which forms an integral part of the Policy) is a legal contract. Please examine it thoroughly to ensure it meets your requirements. If it does not please advise your insurance adviser immediately.**

**We would remind you that you are required to inform us immediately of any facts or changes which we would take into account in our assessment or acceptance of this insurance. Failure to do so may invalidate your Policy or result in certain covers not operating fully. If you are in any doubt as to whether a fact is material or not, please contact your insurance adviser.**

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Royal & Sun Alliance Insurance plc (herein called the Company) and the Insured agree that

This Policy the Schedule (including any Schedule issued in substitution) the Statement of Fact and any Endorsement shall be considered one document and any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears

Any information supplied by the Insured shall be incorporated in the contract

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



## **Vans Policy**

This is Your Vans Policy.

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

Your Statement of Fact, this policy book, Your Schedule, Your Certificate of Insurance and any Endorsements are all part of Your Policy and should be read together to avoid misunderstanding. They show which Vans Sections are in force and contain the details of Your cover.

Your Statement of Fact is incorporated in and is part of this contract. You must tell Us as soon as possible of any change to the information given on Your Statement of Fact as failure to do so may invalidate Your Policy. You should not wait until the next renewal date.

No promotional literature or advice booklets form part of Your Policy.

Your Schedule shows which covers are in force. You should read it carefully along with the relevant sections of Your policy book, Your Certificate of Insurance and any Endorsements. You should also pay particular attention to the Conditions and Exclusions on pages 31 to 35 of this policy book. These apply to every Vans Section. If Your Policy is amended by any Endorsement, We will notify You in writing.

Please make sure that Your Vans Policy meets Your requirements. If it does not, please tell Us immediately.

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

## **Definitions**

### **Audio-Visual and Communication Equipment**

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

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

### **Accessories**

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

### **Breakdown**

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

### **British Isles**

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

### **Cause of Action**

The occurrence of an event during the Period of Insurance within the Territorial Limits and which causes:

- A) accidental loss of or accidental damage to the Motor Vehicle or an attached Trailer
- B) accidental bodily injury to a Permitted User while:
  - (i) in the Motor Vehicle or
  - (ii) getting into or out of the Motor Vehicle

Where there is a series or continuance of events, the relevant date of the Cause of Action will be that of the first event

### **Certificate of Insurance**

The document which provides evidence that an insurance contract is in force which satisfies the requirements of the Road Traffic Acts

Your Certificate of Insurance:

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

### **Court of Summary Jurisdiction**

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

## **Current List Price**

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

## **Defined Organisation**

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

## **Emergency Assistance**

Emergency assistance provided by our appointed recovery agent

## **Emergency Treatment Fees**

Payment for charges prescribed by the Road Traffic Acts for emergency medical assistance following a road traffic accident involving a van which We cover

## **Endorsement**

An amendment to Your Policy

## **Excess**

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

## **Immobilised**

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

## **Legal Expenses**

- A) Legal fees and
  - B) other expenses
- reasonably and properly incurred by a Permitted User in connection with Legal Proceedings including:
- (i) payments made by the Legal Personal Representative on the Permitted User's behalf
  - (ii) costs which the Permitted User is required to pay by the order of a court, tribunal, arbitrator or by agreement with our third party service provider

## **Legal Personal Representative**

The solicitor or other appropriately qualified person or firm appointed to act for a Permitted User

## **Legal Proceedings**

- A) Civil
- B) tribunal and
- C) arbitration

proceedings and any resulting appeals issued within the Territorial Limits arising out of a Cause of Action

## **Licence Holder**

A person who:

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

## **Market Value**

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

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

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

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

## **Motor Vehicle**

The vehicles shown:

- A) against Description of Vehicles in Your Certificate of Insurance and/or
  - B) in Your Schedule
- and in respect of which details have been notified to and accepted by Us, and including its spare parts, Accessories, windscreen and windows, but excluding any Trailer not specified in Your Schedule

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

## **No Claim Discount**

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

## **No Claim Discount Protection**

Cover against loss of Your No Claim Discount

## **Period of Insurance**

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

## **Permitted Driver**

Any person who:

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

## **Permitted User**

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

## **Policy**

The documents consisting of:

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

## **Replacement Vehicle**

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

## **Replacement Vehicle Supplier**

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

## **Road Traffic Act**

Legislation which includes details of the minimum cover for which motor insurance is required in the British Isles

## **Schedule**

The document which describes:

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

## **Statement of Fact**

The document which provides details of:

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

## **Territorial Limits**

- A) The British Isles
- B) The Republic of Ireland
- C) transit by water, rail or air within or between any of these territories provided this transit is by a commercial carrier

## **Terrorism**

Acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's Government in the United Kingdom or any other government de jure or de facto

## **Theft**

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

## **Tools**

Hand tools belonging to You or Your employees or for which You are legally responsible and used in connection with Your business

## **Trailer**

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

## **Vehicle Keys**

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

## **We, Us, Our, Insurer**

Royal & Sun Alliance Insurance plc

## **You, Your, Policyholder, Insured**

Whoever is named as the Policyholder in:

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

## **Section 1 – Loss or Damage to the Motor Vehicle**

### **A Comprehensive Cover**

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

#### **What We Cover**

We cover loss of or damage to:

- A) the Motor Vehicle
- B) a Trailer if specified in Your Schedule
- C) the windscreen and/or windows of the Motor Vehicle

#### **Maximum Amounts For Which We Provide Cover**

In respect of the Motor Vehicle We provide cover up to the following maximum amounts:

- A) the Market Value
- B) £25,000 or any higher amount specified in Your Schedule  
whichever is the lower of A) or B) shown above

In respect of Audio-Visual and Communication Equipment We provide cover up to the following maximum amounts:

- A) the Market Value
- B) £750 or any higher amount specified in Your Schedule  
whichever is the lower of A) or B) shown above

#### **Claim Settlement**

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

#### **The Motor Vehicle**

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

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

### **B Cover for fire and theft**

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

#### **What We Cover**

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

- A) the Motor Vehicle
- B) a Trailer if specified in Your Schedule
- C) the windscreen and/or windows of the Motor Vehicle

#### **Maximum Amounts For Which We Provide Cover**

In respect of the Motor Vehicle We provide cover up to the following maximum amounts:

- A) the Market Value
- B) £6,000 or any higher amount specified in Your Schedule  
whichever is the lower of A) or B) shown above

## **Claim Settlement**

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

### **C Extension of Cover**

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

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

### **D Recovery and Redelivery of the Motor Vehicle**

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

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

### **E Hiring and Other Agreements**

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

- A) hire purchase agreement or
- B) vehicle leasing agreement or
- C) other agreement

We will pay:

- (i) the person or
- (ii) the organisation

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

### **F New Van Cover**

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

If the Motor Vehicle is less than one year old from the date of the initial registration at the time when it is:

- A) totally destroyed or
- B) lost and not recovered or
- C) damaged and the cost of repair would exceed 60% of its Current List Price immediately before the accident

We will contribute towards the replacement of the Motor Vehicle with a new van of the same make and model provided that:

- (i) the Motor Vehicle was purchased new by You and belongs to You or is supplied to You under a hire purchase agreement and
- (ii) a new van of the same make and model is currently available for sale in the British Isles

The total additional amount payable above the Motor Vehicle's Market Value immediately prior to the loss or damage will not exceed £3,000

### **G Replacement Locks**

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

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

The total amount We will pay as a result of loss or theft of Vehicle Keys will be limited to a maximum of £1,000 any one incident

## **Exclusions to Section 1**

### **Exclusion 1 Young or Inexperienced Driver Excess**

In respect of each and every occurrence:

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

- |                                                                                                                                        |      |
|----------------------------------------------------------------------------------------------------------------------------------------|------|
| A) under 21 years of age                                                                                                               | £300 |
| B) under 25 years but not under 21 years of age                                                                                        | £150 |
| C) 25 years of age or more but holds a provisional licence or has held a full licence to drive a Motor Vehicle for less than 12 months | £150 |

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

This Exclusion does not apply to loss or damage:

- i) caused by fire, lightning, explosion or Theft
- ii) to the windscreen and/or windows where this is the only damage to the Motor Vehicle other than scratching of bodywork resulting from the breakage

### **Exclusion 2 Windscreen and Windows Excess**

You must pay a £60 Excess in respect of:

- A) any claim which is solely for the replacement (but not repair) of glass in the windscreen and/or windows of the Motor Vehicle
- B) any claim for any repairs to the bodywork resulting from the breakage

### **Exclusion 3 Theft Excess**

You must pay a £100 Excess in respect of any claim for loss or damage caused by Theft under this Section other than:

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

### **Exclusion 4 Trailers**

We do not provide cover for loss or damage to Trailers detached from the Motor Vehicle unless the Trailer is specified in Your Schedule

### **Exclusion 5 Trailer Theft Excess**

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

### **Exclusion 6 General Exclusions**

- A) We do not cover:
  - (i) loss of value following repair
  - (ii) loss of use depreciation wear and tear or mechanical electrical electronic or computer failure breakdowns or breakages
  - (iii) damage to tyres caused by braking or by punctures, cuts or bursts
  - (iv) loss or damage due to the theft or attempted theft of the Motor Vehicle while it is unattended and unlocked with the Vehicle Keys in or on the vehicle
  - (v) loss or theft of portable satellite navigation systems when the Motor Vehicle is left unattended or unoccupied unless they are stored out of sight in a locked boot or locked glove compartment
  - (vi) mobile telephones or other communication equipment not permanently fitted in nor designed solely for use in the Motor Vehicle.
- B) We do not cover loss by deception

## **Section 2 – Liability to Third Parties**

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

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

- A) death of or bodily injury to any persons (including passengers)
- B) loss of or damage to material property up to a limit of £5,000,000 any one claim or number of claims arising out of one cause
- C) stoppage of or interference with pedestrian vehicular rail air or waterborne traffic or escape or discharge of any substance or gas up to a limit of £5,000,000 any one claim or number of claims arising out of one cause  
in connection with the use of the Motor Vehicle (including loading and unloading) or an attached Trailer
- D) a Replacement Vehicle which is being used or driven in the British Isles or Republic of Ireland but only where there is no other insurance in place to cover the same liability

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

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

- A) solicitors' fees for representation at any:
  - (i) Coroner's Inquest or
  - (ii) Fatal Inquiry or
  - (iii) Court of Summary Jurisdiction
- B) the costs of defence against a charge of:
  - (i) manslaughter or
  - (ii) causing death by dangerous driving
- C) other legal fees, costs and expenses incurred with Our written consent

### **Sub-Section 2 Cover for Other People**

We cover the following people for legal liabilities to others in the same way that We cover You under Sub-Section 1A Cover if You are Driving

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

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

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

We will not cover any liability

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

#### **Sub-Section 4 Cover in the European Union**

We provide cover to satisfy the legal minimum insurance requirements of the following countries, including legal fees, costs and expenses incurred with Our written consent, while the Motor Vehicle or an attached Trailer is in any of these countries:

- A) any country which is a member of the European Union
- B) any country:
  - (i) which agrees to meet European Commission Directives on motor insurance and
  - (ii) of which the European Commission is satisfied that arrangements have been made to meet the requirements of these Directives

#### **Sub-Section 5 Our Right to Recover Payment**

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

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

You will be obliged to repay to Us any such payment

#### **Extensions to Section 2**

##### **Towing**

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

- A) one disabled mechanically-propelled vehicle
  - B) any Trailer
- Provided always that the Vehicle or Trailer being towed is not towed for reward

We do not cover:

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

#### **Exclusions to Section 2**

We do not cover:

- A) the legal liability of any person who is driving unless that person is a Licence Holder
- B) the legal liability of any person other than the driver or attendant of the Motor Vehicle arising from loading or unloading beyond the limits of any carriageway or thoroughfare
- C) the legal liability of any person:
  - (i) who is not driving but
  - (ii) who is claiming coverif that person knows that the driver is not a Licence Holder
- D) the legal liability of any person other than You if that person is entitled to cover under any other insurance policy
- E) loss of or damage:
  - (i) to the Motor Vehicle and/or any van which is being driven under the terms of Sub-Section 1 A Cover if You are Driving, paragraph B)
  - (ii) to any property which is owned by or in the custody of the person who is making a claim under this Section
- F) death of or bodily injury to any person arising out of that person's employment except as required by any relevant road traffic legislation

- G) any legal liability, except as required by any road traffic legislation, which arises from the use of any van which We cover under this Section while it is on any part of any commercial or military airport or airfield used for:
  - (i) the take-off, landing or movement of aircraft on the ground
  - (ii) aircraft parking, including any associated service roads, refuelling areas, ground equipment parking areas, aprons, maintenance areas and hangars
- H) liabilities arising out of Trailers detached from the Motor Vehicle unless the Trailer is specified in Your Schedule
- I) liabilities arising out of an attached Trailer if the Motor Vehicle is drawing a greater number of Trailers than is permitted by law
- J) for liabilities arising out of the use of an unspecified Trailer as a tool - except as required by any relevant road traffic legislation
- K) any consequence of Terrorism except as required by any relevant road traffic legislation

## **Section 3 – Driving Abroad**

### **A Cover Under This Section**

We provide cover to satisfy the legal minimum insurance requirements of the countries specified in Section 2 - Liability to Third Parties Sub-Section 4 Cover in the European Union only

### **B Extension of Cover**

We will cover loss or damage to the Motor Vehicle but only where:

- (i) You have requested the cover in advance on leaving the UK
- (ii) You have provided Us with details of the Motor Vehicle to be covered
- (iii) You have provided Us with details of the countries to be visited
- (iv) You have provided Us with details of the length of Your stay
- (v) You have provided Us with details of who will drive
- (vi) You have paid an additional premium
- (vii) We have provided Our consent

## Section 4 – Other Clauses

### A Rallies, Competitions and Trials

While any van which We cover is used in any:

- A) rally or
- B) competition or
- C) motor trial

We restrict cover to those legal liabilities for which insurance is compulsory under the Road Traffic Acts and We provide no other cover under Your Policy

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

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

### B No Claim Discount

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

<b>NCD % AT POLICY START DATE OR PREVIOUS RENEWAL</b>	<b>NCD % FOLLOWING A CLAIM-FREE YEAR</b>
55%	60%
45%	55%
35%	45%
20%	35%
Nil	20%

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

<b>NCD % AT POLICY START DATE OR PREVIOUS RENEWAL</b>	<b>NCD % FOLLOWING A CLAIM OR CLAIMS</b>		
	<b>One Claim</b>	<b>Two Claims</b>	<b>Three or More Claims</b>
60%	45%	20%	Nil
55%	35%	Nil	Nil
45%	20%	Nil	Nil
35%	Nil	Nil	Nil
20%	Nil	Nil	Nil

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

- A) Emergency Treatment Fees
- B) breakage of glass in:
  - (i) the windscreen and/or
  - (ii) windows

where this is the only damage to the Motor Vehicle other than any scratching of bodywork resulting from the breakage

### **C More Than One Motor Vehicle Insured**

If We cover more than one Motor Vehicle under Your Policy then Part B no claim discount of this Section applies separately to each Motor Vehicle

### **D Emergency Treatment**

We cover any Permitted User for legal liability for Emergency Treatment Fees

### **E Cross Liabilities**

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

### **F Personal Effects**

If Your Schedule shows comprehensive cover is in force, if personal clothing or effects are lost or destroyed by fire, theft or accident while in or on the Motor Vehicle We will pay You or if You so wish, the owner of the property in cash to the value of loss or damage up to a limit of £150 per incident

We do not cover :

- (i) Money, stamps, tickets, documents or securities
- (ii) Business stock or equipment used for business purposes
- (iii) Theft of any property from a pickup truck unless stolen from the cab of the Motor Vehicle

### **G Medical Expenses**

If Your Schedule shows comprehensive cover is in force We will, at Your request, pay medical expenses for each occupant of the Motor Vehicle who, as a direct result of an insured incident sustains bodily injury up to a limit of £200 per injured person

### **H Personal Accident**

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

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

The maximum amount We will pay in respect of any one incident will not exceed £5,000

We do not cover:

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

## **I Tools in Transit**

If Your Schedule shows comprehensive cover is in force, if Tools are lost or damaged by fire, theft or accident while in or on the Motor Vehicle We will pay You or if You so wish, the owner of the property in cash to the value of loss or damage up to a limit of £500 per incident

We do not cover :

- (i) Theft of any property from a pick-up truck unless stolen from the cab of the Motor Vehicle
- (ii) lap top palm top or similar portable computer equipment
- (iii) satellite navigation or similar communication equipment
- (iv) mobile cellular WAP or other portable telephone equipment

## **Section 5 – Conditions Which Apply to Your Whole Policy**

### **A Notification of a Claim**

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

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

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

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

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

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

You must not answer any correspondence without Our written consent

We will not unreasonably withhold Our consent

### **B Conduct of the Claim**

You must give Us whatever information or assistance We reasonably request

You must not:

- A) admit
  - B) deny
  - C) negotiate or
  - D) promise to pay
- any claim without Our written consent

We will not unreasonably withhold Our consent

### **C Fraud**

If any claim is in any respect fraudulent or if any fraudulent means or devices are used by You, any other Permitted User or anyone acting on Your or their behalf to obtain benefit under Your Policy, all benefits under Your Policy will be lost

### **D Alteration in Risk**

You must notify Us as soon as possible of any alteration in risk which materially affects Your Policy

Material information would include:

- A) any special feature of the Motor Vehicle
  - B) any special use of the Motor Vehicle
  - C) the Motor Vehicle's location
  - D) the history of any driver
  - E) a health condition which affects any driver
- or any other information which makes losses more likely to happen or makes losses more serious if they do happen

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

Failure to disclose all material information may result in:

- (i) the wrong terms being quoted
- (ii) a claim being rejected or reduced
- (iii) Your Policy being invalid

## **E Looking after your Motor Vehicle**

You must take reasonable precautions to keep the Motor Vehicle in a roadworthy condition

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

## **F Annual Premium Cancellation**

You may cancel Your Policy by giving Us written instructions and returning Your current Certificate of Insurance to Us

If You cancel Your Policy We will give You a full refund of premium for any unexpired period of cover when We receive Your current Certificate of Insurance

We may cancel Your Policy and if We do We will:

- A) write to You at Your last known address (and in the case of Northern Ireland to the Department of the Environment for Northern Ireland) confirming that all cover will cease 14 days after the date of Our letter
- B) give You a full refund of premium for the unexpired period of cover

You must return Your current Certificate of Insurance to Us if We cancel Your Policy

## **G Consumer Credit Termination Clause**

We reserve the right to terminate the policy in the event that there is a default in instalment payments due under any linked loan agreement

You must return Your current Certificate of Insurance to Us if We cancel Your Policy

## **H Other Insurance**

Where a claim is covered under Your Policy, and this claim is covered by any other insurance, We will only pay Our rateable proportion

## **I Subrogation**

Before or after We pay a claim under Your Policy, You or any other Permitted User making a claim must, if We or our third party service provider ask:

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

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

We will pay any reasonable costs and expenses involved

## **J Access to the Motor Vehicle**

We will have free access to examine the Motor Vehicle at all reasonable times

## **K Law Applicable**

Unless the parties have agreed otherwise in writing any dispute concerning the interpretation of the Policy shall be governed and construed in accordance with English law and shall be resolved within the non-exclusive jurisdiction of the courts of England and Wales

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

### **A Notification of a Change of Motor vehicle**

If the Description of Vehicles in Your Certificate of Insurance refers to:

‘Any Goods Carrying Vehicle the property of the Policyholder or supplied to him or her under a hire purchase agreement, a vehicle leasing agreement’

We do not cover a van unless:

- A) We already have details of this van or
- B) details are given to Us within 7 days of the date of acquiring the Motor Vehicle and We accept them

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

We do not cover any claim under any Section of Your Policy occurring while a van which We cover is being:

- A) used with Your permission but is being driven or used outside the circumstances defined in Your Certificate of Insurance
- B) driven by You unless You are a Licence Holder
- C) driven with Your permission by any person:
  - (i) who is not permitted to drive in Your Certificate of Insurance or
  - (ii) who You know is not a Licence Holder
- D) driven by or in the charge of any person under 25 years of age unless that person is named in Your Schedule

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

### **C Liability Which Results From An Agreement**

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

### **D Radioactive Contamination**

We do not cover any:

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

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

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

### **E War Risks**

We do not cover any:

- A) loss of or damage to any property
- B) legal liability

- C) expense
- D) consequential loss or
- E) bodily injury

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

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

except as required by any relevant road traffic legislation

## **F Riot and Civil Commotion**

We do not cover any consequence of riot or civil commotion occurring in Northern Ireland  
We do not apply this Exclusion to Section 2 - 'Liability to Third Parties'

## **G Sonic Bangs**

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

## **H Pollution**

We do not cover:

- A) death of any person
- B) bodily injury to any person or
- C) damage to any property which is directly or indirectly caused by pollution or contamination unless this pollution or contamination is directly caused by an incident which occurs in its entirety at a specific time and place during the Period of Insurance and is:
  - (i) sudden
  - (ii) identifiable
  - (iii) unintended and
  - (iv) unexpected

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

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

## **Section 7 – Endorsements Which Apply to Your Policy**

These Endorsements apply only if the number set against them appears in Your Schedule

### **Endorsement 1 Own Damage Excess**

(The part of Your policy book amended by this Endorsement is Section 1 - 'Loss or Damage to the Motor Vehicle')

In respect of each and every occurrence You must pay the Excess shown in Your Schedule in addition to the Excess shown against Exclusion 1 a of Section 1 - 'Loss or Damage to the Motor Vehicle' provided that:

- A) if the name of any person or the description of any class of person is shown against this Excess, this Endorsement only applies while the Motor Vehicle is being driven by or is in the charge of one of these persons
- B) if the registration number of a Motor Vehicle is shown against this Excess, this Endorsement only applies to that Motor Vehicle
- C) this Endorsement does not apply to loss or damage caused by:
  - (i) fire
  - (ii) lightning
  - (iii) explosion
  - (iv) Theft
  - (v) breakage of glass in the windscreen and/or windows where this is the only damage to the Motor Vehicle other than scratching of bodywork resulting from the breakage

### **Endorsement 2 No Longer Required**

### **Endorsement 3 Exclusion of Loss or Damage caused by Malicious Damage, Theft or Frost**

(The part of Your policy book amended by this Endorsement is Section 1 - 'Loss or Damage to the Motor Vehicle')

We do not provide any cover under Your Policy in respect of loss or damage caused by:

- A) a malicious act
- B) Theft
- C) frost

### **Endorsement 4 Section 1 Excess**

(The part of Your policy book amended by this Endorsement is Section 1 - 'Loss or Damage to the Motor Vehicle')

In respect of each and every occurrence You must pay the Excess shown in Your Schedule for any claim under Section 1 - 'Loss or Damage to the Motor Vehicle'

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

This Excess is in addition to any Excess which You must pay because of Exclusion 1 of Section 1 - 'Loss or Damage to the Motor Vehicle'

Exclusions 2 and 3 of Section 1 - 'Loss or Damage to the Motor Vehicle' are cancelled for the purpose of this Endorsement

### **Endorsement 5 Third Party Working Risk**

(The part of Your policy book amended by this Endorsement is Section 2 - 'Liability to Third Parties')

We do not cover loss or damage caused by:

- A) subsidence flooding or water pollution
- B) vibration or the removal or weakening of support of any property land or building
- C) the explosion of any vessel under pressure being part of plant attached to or forming part of the Motor Vehicle
- D) damage to pipes or cables while the Motor Vehicle or attached plant is being operated as a tool

Except as is required by any relevant road traffic legislation

### **Endorsement 6 Excluding any Third Party Working Risk**

(The part of Your policy book amended by this Endorsement is Section 2 - 'Liability to Third Parties')

Except as is required by the Road Traffic Acts, We do not cover liability arising out of the operation as a tool of the Motor Vehicle or attached plant

## Section 8 – No Claim Discount Protection

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

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

### A No Claim Discount Protection

If You have selected No Claim Discount Protection then Your No Claim Discount will remain at 60% following up to two at fault claims in five consecutive Periods of Insurance

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

PROTECTED NCD % AT POLICY START DATE OR PREVIOUS RENEWAL	NCD % AFTER 3 OR MORE CLAIMS IN 5 CONSECUTIVE PERIODS OF INSURANCE		
	Three Claims	Four Claims	More Than Four Claims
60%	45%	20%	Nil

While We may review Your Policy cover and premium following a claim this will not affect Your No Claim Discount Protection unless there have been three or more claims in five consecutive Periods of Insurance

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

- A) Emergency Treatment Fees
- B) breakage of glass in:
  - (i) the windscreen and/or
  - (ii) windowswhere this is the only damage to the Motor Vehicle other than any scratching of bodywork resulting from the breakage

### B More Than One Motor Vehicle Insured

If We cover more than one Motor Vehicle under Your Policy then Part A no claim discount protection of this Section applies separately to each Motor Vehicle

## Section 9 - Legal Assistance Plan

This Section is only applicable if Your Schedule shows that Legal Assistance Plan is in force

### A Cover Which We Provide Under Section 9 - Legal Assistance Plan

- A) Our third party service provider will use reasonable endeavours to recover uninsured losses for a Permitted User arising from a Cause of Action
- B) We cover a Permitted User following a Cause of Action for Legal Expenses incurred by the Permitted User and the Legal Personal Representative in respect of the pursuit of Legal Proceedings

### B Claim Settlement

We will pay up to a maximum total of £50,000 in respect of any one incident regardless of the number of Permitted Users involved in the incident

### C What We Do Not Cover Under Section 9 - Legal Assistance Plan

- A) Our third party service provider will not attempt recovery of uninsured losses notified to Us or our third party service provider more than 180 days after the Cause of Action arose
- B) We do not cover Legal Expenses in respect of Legal Proceedings where We or our third party service provider are notified of a claim under this Section more than 180 days after the Cause of Action arose
- C) We do not cover Legal Expenses where the Cause of Action arose prior to the commencement of cover provided by this Section
- D) We do not cover actions taken in constitutional, international or supranational courts or tribunals
- E) We will not pay Legal Expenses for Legal Proceedings commenced by a Permitted User before the appointment of the Legal Personal Representative by our third party service provider
- F) We do not cover amounts incurred before We or our third party service provider accept the claim in writing unless otherwise agreed by Us or our third party service provider
- G) We do not cover any Legal Expenses incurred as a result of delays by a Permitted User which in our third party service provider's reasonable opinion are prejudicial to the case
- H) We do not cover Legal Expenses which become payable as a result of the withdrawal from Legal Proceedings by a Permitted User without Our or our third party service provider's consent  
We or our third party service provider will be entitled to recover from the Permitted User any sums paid during the course of the Legal Proceedings as a result of this withdrawal
- I) We do not cover expenses of an expert witness unless our third party service provider have given written approval before the appointment of such witness
- J) We do not cover any claim in respect of any Legal Expenses relating to any other party bringing a claim or counter claim against a Permitted User

## Conditions Applicable to Section 9 - Legal Assistance Plan

### A Actions Against Another Permitted User

If You are pursuing Legal Proceedings against another Permitted User, We will pay Your Legal Expenses and not those of the other Permitted User

If Your Policy is in joint names, We will regard the person whose name appears first in Your Schedule as You for the purpose of this Section

## **B Information About the Claim**

You must complete a claim form and forward it to Us at the address shown in Your Schedule as soon as You are aware of any claim

The Permitted User must keep us or our third party service provider informed of all developments connected with the claim including any offer or payment into court to settle the dispute

Our third party service provider will have access to all information, documentation or evidence whether or not legally privileged

## **C Representation**

Having received notification from You of a claim, our third party service provider may:

- A) make an investigation into the dispute and
- B) attempt to achieve a fair settlement, using an external representative where they consider it necessary

The Permitted User has the right to nominate a solicitor or other appropriately qualified person or firm to act as a Legal Personal Representative in any Legal Proceedings

The solicitor, person or firm will be appointed by our third party service provider in the name of and on behalf of the Permitted User

In nominating the solicitor, person or firm to act as a Legal Personal Representative the Permitted User will be subject to the Common Law duty to mitigate the amount of Legal Expenses

Any dispute arising from the Permitted User's choice of the solicitor, person or firm to act as a Legal Personal Representative may be referred to Arbitration in accordance with Condition I of Section 9

## **D Conflict of Interest**

If at any time during the conduct of the claim We or our third party service provider become aware of a potential conflict of interest, the Permitted User:

- A) will be informed in writing and
- B) has the right to nominate a solicitor or other appropriately qualified person or firm to act as a Legal Personal Representative to take over the conduct of any action

The solicitor, person or firm will be appointed by our third party service provider in the name of and on behalf of the Permitted User

## **E Control of the Claim**

Our third party service provider will have control of the claim, in consultation with the Legal Personal Representative and the Permitted User must follow their reasonable advice

The Permitted User must not commence Legal Proceedings without our third party service provider's written consent

Our third party service provider will not unreasonably withhold their consent

The Permitted User will give proper assistance as soon as possible and co-operate fully with:

- A) Us
- B) Our third party service provider
- C) the Legal Personal Representative and
- D) any counsel which has been appointed by the Legal Personal Representative

The Permitted User must keep our third party service provider or the Legal Personal Representative informed of all developments as soon as possible after these developments arise

If in any Legal Proceedings the Permitted User's claim is not successful and he or she intends to appeal then the Permitted User must notify our third party service provider or the Legal Personal Representative in writing not later than either:

- (i) 14 days before the time for making an appeal expires or
- (ii) as soon as possible where the period of appeal is 14 days or less

The Legal Expenses of the appeal are covered if our third party service provider and the Legal Personal Representative agree that there are reasonable prospects of such an appeal succeeding

## **F Reasonable Prospects**

We will pay a Permitted User's Legal Expenses provided there are reasonable prospects that the claim or Legal Proceedings will achieve the remedy or result sought by the Permitted User

If at any time our third party service provider or the Legal Personal Representative reasonably consider that the claim or Legal Proceedings do not have such prospects, our third party service provider will advise the Permitted User in writing and notify the Permitted User that Our liability to pay any further Legal Expenses will cease 14 days after the Permitted User receives the notice

No Legal Expenses may be incurred after the Permitted User receives the notice unless our third party service provider have given written consent

Our third party service provider will not unreasonably withhold their consent where to do so is likely to prejudice the claim or Legal Proceedings

## **G Option to Reimburse**

Where in the reasonable opinion of our third party service provider the Permitted User would suffer no detriment, our third party service provider may elect to pay the Permitted User for the value of goods or services or the claim for damages or uninsured losses

## **H Early Settlement**

The Permitted User must inform our third party service provider as soon as possible of any offer or payment into court which has been made with a view to settling the claim

The Permitted User must not make or authorise any offer to settle the claim which would result in the payment of Legal Expenses without our third party service provider's consent

Our third party service provider will not unreasonably withhold their consent

If any offer or payment into court is:

- A) not accepted by the Permitted User and
- B) if the amount of this offer or payment is equal to or greater than the total damages which the Permitted User is eventually awarded

We will have no liability in respect of Legal Expenses which were incurred after the date of such offer or payment into court, unless our third party service provider agreed to the continuation of the proceedings

## **I Arbitration**

The Permitted User has the right to refer any dispute with our third party service provider in respect of this Section to Arbitration

Our third party service provider also have the right to refer any dispute with a Permitted User to Arbitration

The single Arbitrator will be either a solicitor or barrister agreed upon by both parties, or failing agreement, one who is nominated by the President of the appropriate Law Society or by the Bar Council within the British Isles

The unsuccessful party in the Arbitration will be responsible for all costs and expenses incurred

If a decision is made in our third party service provider's favour, the Permitted User's costs of arbitration are not recoverable under Your Policy

Our third party service provider will give written notification to the Permitted User of this right if any such dispute develops and the Permitted User must inform our third party service provider in writing that he or she wishes to exercise this option

The Arbitration procedure does not prevent You from referring the matter to the courts

## **J Accounts and Level of Expenses**

The Permitted User or the Legal Personal Representative must submit to our third party service provider all accounts for Legal Expenses as soon as possible after their receipt

Our third party service provider may require the Legal Personal Representative to have the Legal Expenses taxed, assessed or audited

## Section 10 – Breakdown

This cover only applies if Your Schedule shows that Breakdown is in force and shows the level of Breakdown cover which applies.

### A Roadside Assistance

The cover under this sub-section is limited to any Breakdown which happens within Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man and the Channel Islands

#### What We cover

- A If Your Motor Vehicle breaks down, we will provide Emergency Assistance,
- (i) for up to one hour, to make it roadworthy or
  - (ii) If Your Motor Vehicle cannot be made roadworthy, We will arrange for it, the driver and up to eight passengers to be taken to a repairer of Your choice within 10 miles of the scene of the Breakdown
  - (iii) for replacement fuel if the Breakdown has been caused by Your Motor Vehicle running out of fuel
  - (iv) if Your Motor Vehicle is Immobilised as a result of a flat battery or flat tyre, or incorrect fuel being accidentally put in the Motor Vehicle
  - (v) if You accidentally lock Your Vehicle Keys in Your Motor Vehicle or if Your Motor Vehicle is Immobilised due to loss of or damage to Your Vehicle Keys  
When We provide Emergency Assistance for this service, We will ask You to provide suitable identification
- B 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 or fax

#### Exclusions to A Roadside Assistance

We do not cover

- A) Emergency Assistance at or within one mile of Your home address, or where Your Motor Vehicle is normally kept, except if C - Homecall also applies
- B) The cost of transporting Your Motor Vehicle to a repairer more than 10 miles from the scene of the Breakdown, except if B - Recovery also applies We will charge you for mileage that is more than 10 miles
- C) Onward transportation of goods
- D) Recovery or onward transportation of Your Motor Vehicle :
  - (i) which cannot be recovered by normal breakdown recovery vehicles OR
  - (ii) which is carrying hazardous goods OR
  - (iii) which is carrying livestock (except at the discretion of the recovery operative)

## **B Recovery**

### **What We cover**

A If Your Motor Vehicle cannot be made roadworthy within one hour at the scene of the Breakdown, we will arrange for it to be taken to

- (i) a repairer of Your choice or
- (ii) Your destination or
- (iii) Your home address or
- (iv) where Your Motor Vehicle is normally kept

We will pay the costs (no more than the cost of a standard class rail ticket) for one person to collect Your Motor Vehicle after repairs have been completed

B We will also pay the cost of continuing the journey to Your destination, or the repairer, or returning to Your home address or where Your Motor Vehicle is normally kept, for the driver and up to eight passengers by providing:

- (i) an alternative form of transport of our choice or
- (ii) 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 for emergency accommodation will be no more than £40 per person per night up to a total amount of £450

C If You are declared medically unfit to drive Your Motor Vehicle during the journey and none of the passengers can drive it, We will recover the Motor Vehicle, the driver and up to eight passengers to

- (i) Your destination or
- (ii) Your home address or
- (iii) where Your Motor Vehicle is normally kept

You will need to produce some form of medical certificate confirming that You are medically unfit to drive

### **Exclusions to B Recovery**

We do not cover

- A) Emergency Assistance at or within one mile of Your home address or where Your Motor Vehicle is normally kept, except if C – Homecall also applies.
- B) Any costs for Motor Vehicle hire if the hire of a replacement Motor Vehicle has been refused under the hirer's normal terms and conditions

- C) Onward transportation of goods
- D) Recovery or onward transportation of Your Motor Vehicle :
  - (i) which cannot be recovered by normal breakdown recovery vehicles OR
  - (ii) which is carrying hazardous goods OR
  - (iii) which is carrying livestock (except at the discretion of the recovery operative)

## **C Homecall**

### **What We cover**

- A We will provide Emergency Assistance if:-
  - (i) Your Motor Vehicle breaks down at or within one mile of Your home address, or where it is normally kept, for up to one hour to make Your Motor Vehicle roadworthy
  - (ii) Your Motor Vehicle cannot be made roadworthy, We will arrange for it to be taken to a repairer of Your Choice

### **Exclusions to C Homecall**

We do not cover

- A) The cost of transporting Your Motor Vehicle to a repairer more than 10 miles from the scene of the Breakdown, except if B - Recovery also applies We will charge you for mileage that is more than 10 miles
- B) Onward transportation of goods
- C) Recovery or onward transportation of Your Motor Vehicle :
  - (i) which cannot be recovered by normal breakdown recovery vehicles OR
  - (ii) which is carrying hazardous goods OR
  - (iii) which is carrying livestock (except at the discretion of the recovery operative)

## **D European Assistance**

The cover provided under this sub-section is limited to incidents which happen within 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, F.Y.R.O.M., Malta, Morocco, Netherlands, Norway, Poland, Portugal, Romania, Slovak Republic, Slovenia, Spain, Sweden, Switzerland and Tunisia

### **What We cover**

**A** If Your Motor Vehicle is Immobilised as a result of fire, theft, accidental damage or Breakdown, We will provide Emergency Assistance at the scene of the immobilising incident

- (i) for up to one hour to make Your Motor Vehicle roadworthy or
- (ii) If Your Motor Vehicle cannot be made roadworthy, We will arrange for it to be taken to a suitable repairer or Your destination

We will pay the costs for one person to collect Your Motor Vehicle after repairs have been completed The maximum amount We will pay will be the cost of a standard-class ticket

**B** We will also pay the cost of continuing the journey to Your destination or to the repairer, for the driver and up to eight passengers by providing:

- (i) an alternative form of transport of our choice or
- (ii) 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 for emergency accommodation will be no more than £100 per person per night up to a total amount of £500

**C** If Your Motor Vehicle cannot be made roadworthy by the intended date of Your return to the United Kingdom, We will pay for the following:

- (i) the cost of transporting Your Motor Vehicle to Your home address or where Your Motor Vehicle is normally kept This cost may include storage costs and transport and delivery costs The maximum amount We will pay is the current market value of Your Motor Vehicle in the UK, or
- (ii) the cost for one person to collect Your Motor Vehicle after repairs have been completed and drive it direct to Your home address or where Your Motor Vehicle is normally kept The maximum amount We will pay will be the cost of a standard-class ticket

If essential replacement parts are not available locally, We will arrange to get the parts from somewhere else We will pay all the charges involved in delivering the parts to Your Motor Vehicle

- D We will provide Emergency Assistance:
- (i) for replacement fuel if the Breakdown has been caused by Your Motor Vehicle running out of fuel, or
  - (ii) if Your Motor Vehicle is Immobilised as a result of a flat battery or flat tyre, or incorrect fuel being accidentally put in Your Motor Vehicle or
  - (iii) if You accidentally lock Your Vehicle Keys in Your Motor Vehicle or if Your Motor Vehicle is Immobilised due to loss of or damage to Your Vehicle Keys When We provide this service, We will ask You to provide suitable identification
- E After an Immobilising incident, if You ask, We will try to get a message to a person of Your choice as long as We can contact them by phone or fax
- F If You are declared medically unfit to drive Your Motor Vehicle during the journey and none of the passengers can drive it, We will provide a suitably qualified driver to drive Your Motor Vehicle to
- (i) Your destination, or
  - (ii) Your home address or
  - (iii) where Your Motor Vehicle is normally kept

We will try to supply a driver at a time that is convenient to You but We cannot guarantee to provide this service within any specific timescale

You will need to produce some form of medical certificate confirming that You are medically unfit to drive

### **Exclusions to D Europe Assistance**

We do not cover

- A) Any costs of a hire vehicle if the hire of a replacement vehicle has been refused under the hirer's normal terms and conditions
- B) Onward transportation of goods
- C) Recovery or onward transportation of Your Motor Vehicle :
  - (i) which cannot be recovered by normal breakdown recovery vehicles OR
  - (ii) which is carrying hazardous goods OR
  - (iii) which is carrying livestock (except at the discretion of the recovery operative)

## **E Exclusions to Section 10 – Breakdown**

### **We do not cover**

- A) Any extra labour charges, the cost of spare parts and the cost of replacing fuel or Vehicle Keys
- B) The costs associated with draining or removing an inappropriate fuel or other fluid having been put in the Motor Vehicle
- C) Damage as a direct result of getting into Your Motor Vehicle after You have asked for Emergency Assistance
- D) Cover for an incident if You are entitled to claim for the same incident under another policy
- E) Any expenses which would have arisen in the normal course of the journey
- F) If Your Motor Vehicle has been partly or completely buried in mud, snow, sand or water
- G) Breakdown resulting from poor repair or attempted repair that was carried out during the journey without our agreement
- H) Any Breakdown which is the result of a deliberate act by You or any passenger
- I) Breakdown resulting from Your Motor Vehicle carrying more passengers, or towing a greater weight, than intended, or driving on unsuitable ground
- J) Breakdown of any Trailer
- K) Any liability or consequential loss (loss as a result of an event) arising from providing Emergency Assistance
- L) Any extra hire vehicle charges, other than the rental charge, if We provide a hire vehicle
- M) Requests for Emergency Assistance resulting from not being able to get fuel or other supplies that are essential for Your Motor Vehicle to move, due to fuel or other supplies being scarce in the country in which You are driving
- N) If the Motor Vehicle is used for racing competitions, rallies or trials or in connection with the motor trade
- O) Loss of or damage to the contents of Your Motor Vehicle
- P) Any costs You have to pay for sea or river transit, unless claimed under the European Assistance Section
- Q) Any costs that We have not agreed to pay beforehand
- R) Any loss or damage caused by riot or civil commotion that happens outside England, Scotland, Wales, the Isle of Man or the Channel Islands
- S) Recovering Your Motor Vehicle if it is considered to be dangerous or illegal to load or transport

- T) Any storage charges You have to pay while Your Motor Vehicle is being repaired at a garage
- U) Requests for Emergency Assistance from anyone who is driving Your Motor Vehicle with Your permission who:
  - i) does not hold a current and valid UK driving licence, or
  - ii) not keeping to the conditions of their driving licence
- V) Any incident which results in Your Motor Vehicle being Immobilised which happened before the cover under this Section started
- W) Breakdown due to the failure to replace faulty parts, including the battery, within 28 days of a previous Breakdown of the same or similar cause
- X) More than five Breakdowns within one Period of Insurance

## **F Conditions Applicable to Section 10 – Breakdown**

### **A Condition of Your Vehicle**

- A) You must replace any part of Your Motor Vehicle which is not working properly, including the battery, within 28 days of discovering the fault. If a part is not replaced and a further Breakdown of the same or similar cause recurs within 28 days, We reserve the right to refuse assistance or to charge a fee that is the same as the normal call-out charge of our recovery agent.
- B) You must maintain Your Motor Vehicle in line with the manufacturer's recommendations and only use it in a roadworthy condition.
- C) You must carry a serviceable spare wheel for Your Motor Vehicle (including any Caravan or Trailer) at all times.
- D) Your Motor Vehicle must be covered by a valid MOT certificate.

### **B Requests for Emergency Assistance**

- A) If You need Emergency Assistance, You must contact Us immediately by phone. We must authorise any Emergency Assistance, otherwise You will have to pay any costs.
- B) You must quote the Policy Number when calling for Emergency Assistance so We can confirm that cover applies.
- C) The driver must be there when the recovery agent is providing Emergency Assistance.
- D) You must provide receipts for any expenses We have authorised that You have to pay in connection with any Emergency Assistance We provide.
- E) If a request for Emergency Assistance is in any way fraudulent, You will lose all benefits under this sub-section.
- F) We will always aim to provide Emergency Assistance where possible but we reserve the right to refuse to provide assistance if we believe Your demands are unreasonable or excessive.

### **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 Safety of Contents**

- A) You are responsible for the safety of the contents of Your Motor Vehicle.
- B) If Your Motor Vehicle is recovered, We will decide whether to transport any animal. We will not be liable for injury to or death of the animal. If We decide not to transport any animal, it is Your responsibility to make alternative arrangements for its transportation.

**E Responsibility for the Repairer's Acts or Neglect**

Once Your Motor Vehicle has been taken to a repairer, We will not be responsible for any repair work they do while they are following Your instructions We do not accept responsibility for any loss or damage as a result of the repairer's action or neglect

**F Emergency Assistance which is no Longer Needed**

After asking for Emergency Assistance, if You or one of the passengers repairs Your Motor Vehicle and You do not tell Us about this, We may charge a fee of at least £30 for Emergency Assistance which is no longer needed

**G Collecting the Vehicle Following a Repair**

You are responsible for collecting Your Motor Vehicle from the garage after repairs have been completed

# COMPLAINTS PROCEDURE

We aim to provide you with a first class service. If we have not delivered the service that you expect or you are concerned with the service provided, we would like the opportunity to put things right.

## Our complaints process

- Initially please raise Your concerns with Your usual business contact.
- If Your complaint is not resolved or you are not happy with our response and the course of action proposed, you can progress Your complaint to our Customer Relations Office.
- A separate investigation will then be carried out in an attempt to resolve Your complaint and a final response issued. However if resolution is not possible they will issue a response within eight weeks of Your original complaint.

## Customer Relations Contact Details

Customer Relations Office  
Royal & Sun Alliance Insurance plc  
Bowling Mill  
Dean Clough Industrial Park  
Halifax HX3 5WA

Tel: 0800 1076160  
Fax: 01422 325146  
e-mail: [halifax.customerrelationsoffice@uk.royalsun.com](mailto:halifax.customerrelationsoffice@uk.royalsun.com)

## What to do if you are still not satisfied

If you are still not satisfied Royal & SunAlliance is regulated by the Financial Services Authority whose arbitration service is the Financial Ombudsman Service and you may be able to refer Your complaint to them.

## Financial Ombudsman Service

South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR

Tel: 0845 0801800  
web: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## Your rights

Your rights as a customer to take legal action remain unaffected by the existence or use of any complaints procedures referred to above. However the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.





# Vans Helplines Card

**Policy  
Number**

**24 Hour Claims Service**

**0845 300 4006\***

**Windscreen Replacement**

**0800 783 4695\***

**Legal Assistance Helpline**

**01455 251500\***

**Breakdown Assistance (if covered)**

**0800 0582801**

**European Assistance (if covered)**

**+44 (0) 845 6782787**

\*For your protection, telephone calls may be recorded or monitored.

ROYAL &  
  
SUNALLIANCE

