



**NORWICH
UNION**
an AVIVA company



fleetwise

Policy

Clubline number

In the event of an accident, windscreen breakage or to make a claim

0800 678999 24 hours 365 days

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introduction

Welcome to Fleetwise. You should keep this document in a safe place and make a note of your policy number and the Clubline number so these are available should an emergency arise.

If you have any queries about the cover or would like to extend it please speak to your usual insurance adviser.

0800 678999 – your claims and emergency helpline

Clubline is open 24 hours a day, 365 days a year, on 0800 678999. Call us free for immediate assistance in an emergency or to notify a claim.

Making a claim

Just one call to Clubline and our professionally-trained Incident Managers will help you get your business back to normal as fast as possible, with minimum fuss.

First, we'll confirm whether the incident is covered by your policy and advise you of any excess you will have to pay. There is no need to fill out a claim form.

You will be assigned a Personal Incident Manager to handle your claim from beginning to end, keeping you regularly updated on its progress.

In case of an accident

If you have been involved in an accident and your vehicle cannot be driven, your Incident Manager will look after your immediate needs by:

- arranging for your vehicle to be recovered to an approved repairer
- dealing with any immediate concerns you may have, such as contacting those who need to know you have been involved in an accident.

The repair bills will be paid directly by us to our approved repairer (apart from any applicable excess) so there's no need to worry about the finance.

Damaged windscreens/windows

If your windscreen or windows are cracked, chipped or shattered, phone the Clubline and an Incident Manager will arrange for a Club approved glass company to get to you as quickly as possible, assess the damage and either repair or replace the windscreen on the spot.

Breakdown Assistance

If you have selected Club Gold insurance and you require Breakdown Assistance, call the Clubline and we will arrange for RAC to be with you as soon as possible.

You don't have to pay extra for Clubline: it's all part of the service.



The Contract of Insurance

This policy is a contract of indemnity between **you**, the **policyholder**, and **us**, Norwich Union.

In return for payment of the premium by **you**, **we** will provide insurance in accordance with the policy cover shown in the **policy schedule** in respect of accident, injury, loss or damage occurring within the **territorial limits** during the **period of insurance**.

This policy, the proposal or any statement of facts, any **clauses** endorsed on the policy and the **policy schedule** should be read together and form the contract of insurance.

Choice of Law

The law of England and Wales will apply to this contract unless:

1. You and the Insurer agree otherwise; or
2. At the date of the contract you are a resident of (or, in the case of a business, the registered office or principal place of business is situated in) Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply.

Changes we need to know about

Please tell **us** or your insurance adviser immediately **you** become aware of any changes to your circumstances which may affect this insurance or any other material facts e.g. a change to the persons to be insured, motoring convictions of any of the persons to be insured, a change of **vehicle** or a change of use of the **vehicle**.

Telephone taping

For our joint protection, telephone calls may be recorded and/or monitored.

Cancellation Rights

If you are an individual/sole trader (including a partnership in England and Wales) buying a policy which provides cover for you in both a private and business capacity, you have the right to cancel your policy during a period of 14 days either from the day of purchase of the contract or the day on which you receive your policy documentation, whichever is the later. You should also return your certificate of motor insurance as soon as possible after cancellation.

If you wish to do so and the insurance cover has not yet commenced, you will be entitled to a full refund of the premium paid.

Alternatively, if you wish to do so and if the insurance cover has already commenced, you will be entitled to a refund of the premium paid, subject to a deduction for the time for which you have been covered, calculated as a proportion of the time for which the insurance would have provided cover and for any cost incurred by us in issuing the policy.

To exercise your right to cancel your policy, please contact wither your regular Norwich Union point of contact or your insurance adviser, at the address shown on your policy schedule.

If you do not exercise your right to cancel your policy, it will continue in force for the term of the policy and you will be required to pay the full premium as stated.

Alternatively, if you are not an individual/sole trader (including a partnership in England and Wales) there are no cancellation rights under this policy.

definition of terms

To save lengthy repetition, wherever the following words or phrases occur in this policy they will have the meaning set out below.

The insured/insured person/you/policyholder

The person, persons, company or companies described as the insured in the **policy schedule**.

The Insurer/we/us/company

Norwich Union Insurance Limited

Your vehicle

Any **motor vehicle**

- (a) described in the **policy schedule** or any other motor vehicles for which details have been supplied to **us** and a **certificate of motor insurance** has been delivered to **you** and remains effective; or
- (b) described in the schedule of vehicles headed 'Vehicles Laid Up and Out of Use' and for which Policy Cover Codes D or E only apply

Specific definitions of '**your vehicle**' appearing in this policy are set out below:

- '**Agricultural Vehicle**' means any type of tractor or mechanically propelled implement including any other vehicle where a Road Fund Licence is not required or which is used under a licence with exemption from duty under Section 7(i) of the Vehicles (Excise) Act 1971 for agricultural or forestry purposes only which appears in the **policy schedule** of vehicle types as 'Agricultural Vehicles'
- '**Goods-carrying Vehicle**' means any motor vehicle manufactured and used for the carriage of goods for business purposes (other than an agricultural vehicle) which appears in the **policy schedule** of vehicle types as 'Goods-carrying Vehicles'
- '**Hire Cars**' means any passenger-carrying vehicle (excluding London Taxis) authorised to carry less than 17 passengers and used for the carriage of passengers for hire or reward which appears in the **policy schedule** of vehicle types as 'Hire Cars'
- '**London Taxi**' means a passenger-carrying vehicle constructed as such, used in the Metropolitan Police Districts, and licensed by the Commissioner of Police of the Metropolis in accordance with the Metropolitan Public Carriage Act 1869 and the London Cab and Stage Act 1907, which appears in the **policy schedule** of vehicle types as 'London Taxis'
- '**Motor Coach**' means any passenger-carrying motor vehicle authorised to carry 17 passengers or more, standing or seated, which appears in the **policy schedule** of vehicle types as 'Motor Coaches'
- '**Motor Cycle**' means any mechanically propelled two-wheeled vehicle with or without a sidecar or trailer attached which appears in the **policy schedule** of vehicle types as 'Motor Cycles'. (A three-wheeled vehicle having two wheels on one axle where the centres of the points of contact of such wheels and the road are less than 18 inches apart shall be classed as a Motor Cycle)
- '**Motor Trade Plate**' means any vehicle which is carrying in the manner prescribed by law a Trade Plate which appears in the **policy schedule** of vehicle types as 'Motor Trade Plate'
- '**Private Car**' means any passenger-carrying motor vehicle with not more than 17 seats (including the driver) and not used for hire or reward which appears in the **policy schedule** of vehicle types as 'Private Cars'

- **'Special Type Vehicle'** means any vehicle constructed to operate primarily as a tool and not designed for the carriage of goods or passengers which appears in the **policy schedule** of vehicle types as 'Special Type Vehicles'
- **'Private Hire'** means use of a passenger-carrying vehicle for the carriage of passengers for hire or reward other than under a Hackney Carriage licence

Note: Plying for hire in the street or operating from taxi ranks without the requisite Hackney Carriage licence is not permitted by law. It is legal for Private Hire operators to use two-way radios, radio telephones and the like to direct vehicles to customers.

- **'Public Hire'** means full taxi use under a Hackney Carriage licence. Vehicles which ply for hire in the street or operate from a central stand are included. Two-way radios, radio telephones and the like may be used.

Policy Schedule

Details of **you/your vehicle** and the insurance protection provided to **you**.

Certificate of Motor Insurance

A document that **you** must have as proof that **you** have the motor insurance necessary to comply with the law. It shows who can drive **your vehicle** and what purposes it can be used for. The **certificate of motor insurance** does not, however, indicate the full policy cover and for this you need to refer to the main text of the policy booklet. Whenever the expression '**certificate of insurance**' is used in this contract, it means the certificate which, from time to time, is that in force and not one which **we** have withdrawn or which has ceased to be valid.

Period of insurance

The period of time covered by this policy as shown in the **policy schedule** and any further period for which **we** agree to insure **you**.

Market value

The cost of replacing **your vehicle** with one of a similar type and condition.

Clause

Additional or alternative wordings which, when applied to your policy, change its terms. Those **clauses** applicable are identified in your **policy schedule**.

Fire

Fire, self-ignition, lightning and explosion.

Theft

Theft or attempted theft.

Accessories

Additional or supplementary parts of **your vehicle** which are not directly related to its function as a vehicle. These include radios and other in-car entertainment, communication equipment and car phones, all of which, however, must form an integral part of **your vehicle**. Mobile phones which operate independently through their own battery pack are not **accessories** within this definition.

Excess

The amount of any claim **you** will have to pay if **your vehicle** is lost, stolen or damaged.

Trailer:

Any drawbar trailer, semi-trailer or articulated trailer.

Attachments

Any item of equipment which can be added to a **'Special Type Vehicle'**.

Principal

Any person who employs **you** to act in his/her place or on his/her behalf.

Territorial limits

Great Britain, Northern Ireland, the Isle of Man and the Channel Islands, the Republic of Ireland, Belgium, Denmark, France (including Monaco), Germany, Greece, Italy (including San Marino and the Vatican City), Luxembourg, the Netherlands, Portugal, Spain, Andorra, Austria, Finland, Iceland, Norway, Sweden, Switzerland (including Liechtenstein), the Czech Republic, Slovakia, Hungary, Gibraltar, Croatia, Cyprus and Slovenia.

Green Card

A document required by certain non-EU countries to provide proof that **you** have the minimum insurance cover required by law to drive in that country.

Road Traffic Acts

Any Acts, Laws or Regulations which govern the driving or use of any motor vehicle in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

RAC

RAC Motoring Services, PO Box 700,
Bristol BS99 1RB

Terrorism

- (i) any act or acts including but not limited to
 - (a) the use or threat of force and/or violence and/or
 - (b) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological meanscaused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political religious ideological or similar purposes
- (ii) any action taken in controlling preventing suppressing or in any way relating to (i) above

policy cover

index

Code (See Code indicated in the **policy schedule**)

Operative Sections

- | | |
|------------------------------------|---|
| A Comprehensive | – Sections 1 to 14 and 16 |
| B Third Party Fire and Theft | – Section 1 operates only in respect of loss or damage caused directly by fire or by theft
– Sections 2, 3, 6 to 14 and 16 |
| C Third Party Only | – Sections 2, 3 and 6 to 14 |
| D Fire Theft and Accidental Damage | – Section 15 |
| E Fire and Theft Only | – Section 15 Sub Section 1 |

cover for your vehicle

Cover

Section 1

Loss of or damage to your vehicle

If **your vehicle** is lost, stolen or damaged, **we** will at **our** option:

- pay for **your vehicle** to be repaired, or
- replace **your vehicle**, or
- pay in cash the amount of the loss or damage.

The same cover also applies to **accessories** and spare parts relating to **your vehicle** whilst these are in or on **your vehicle** (or while in your private garage if **your vehicle** is a 'Private Car'). If **your vehicle** is a 'Private Car' **we** will pay for loss or damage to **your vehicle's** audio equipment when removed from **your vehicle** or private garage provided that:

- the equipment is designed to be removable or partly removable from **your vehicle**, and
- the equipment is unable to function independently of **your vehicle**, and
- the equipment has been temporarily removed from **your vehicle** for security or maintenance purposes.

If to our knowledge **your vehicle** is subject to a hire purchase, leasing or contract hire agreement, any payment will be made to the owner described in the agreement whose receipt will be a full and final discharge to **us**.

The maximum amount **we** will pay will be the **market value** of **your vehicle** immediately prior to the loss or damage but not exceeding your estimate of value shown in our records.

Exceptions to Section 1 of your policy

We will not pay for

(1) the first part of any claim (other than glass claims) as indicated below if **your vehicle** (including its **accessories** and spare parts) is lost or damaged where **your vehicle** is being used in Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man and the Channel Islands

The person driving or in charge of **your vehicle** is

- (a) aged 20 years or under Excess Amount £250
- (b) aged 21 to 24 years Excess Amount £150
- (c) a novice* driver aged 25 years or over Excess Amount £150
- (d) aged 25 or over and is a non novice* driver Excess Amount Nil

**A novice driver is a driver who holds a provisional licence or has held a non-provisional licence for the class of vehicle being covered for less than a year.*

These excesses do not apply to '**Agricultural Vehicles**' or '**Special Types Vehicles**'.

Section 1 (cont)

Accident recovery

If **your vehicle** is disabled through loss or damage insured under this policy **we** will pay the reasonable cost of

- its protection and removal to the nearest repairer
- its delivery to **you** after repair but not exceeding the reasonable cost of transporting it to your address in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

In Great Britain, Northern Ireland, the Isle of Man and the Channel Islands **we** can arrange for this protection and removal of **your vehicle**. To use this service ring the Clubline on 0800 678999 to obtain the recovery service (if **you** are in the Republic of Ireland ring 1800-535005 to obtain the recovery service). **We** will arrange the following at no cost to **you**

- someone to come and help. If **your vehicle** cannot be made roadworthy immediately, it will be taken to the nearest Club-approved repairer. **Your vehicle** can be taken to a repairer of your choice, if this is nearer, but this may lead to delays in arranging repairs to **your vehicle**
- the onward transmission of any message on behalf of any driver to a member of the driver's family or a friend.

In providing accident recovery assistance **we** will use reasonable care and skill when providing the service. **We** can, however, cancel services or refuse to provide them if, in **our** opinion, the demands made are excessive, unreasonable or impracticable.

(2) the first £50 of any claim for loss of or damage to the glass in **your vehicle's** windscreen, sunroof or windows when the glass is replaced rather than repaired or for any scratching of bodywork resulting solely and directly from the breakage

The excess for glass

- will not apply when the glass is repaired rather than replaced
- overrides any other general excess that would otherwise apply to glass claims.

(3) the first part of any claim (other than glass claims) as indicated below if **your vehicle** (including its **accessories** and spare parts) is lost or damaged where **your vehicle** is being used in any country other than Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man or the Channel Islands. The following excesses apply in addition to those shown in (1) above and any other voluntary or compulsory excesses that may apply

(a) Goods-carrying Vehicles

- | | |
|---|--------------------|
| (i) not exceeding 4 tons GVW | Excess Amount £100 |
| (ii) exceeding 4 tons GVW but not exceeding 12.5 tons GVW | Excess Amount £200 |
| (iii) exceeding 12.5 tons GVW | Excess Amount £300 |

(b) Motor Coaches

Excess Amount £400

Section 1 (cont)

New Private Car and

Goods-carrying Vehicle Replacement

Where **your vehicle** is a 'Private Car' or 'Goods-carrying Vehicle' and **you** have Comprehensive cover (your current **policy schedule** will show the cover **you** currently have) **we** will replace **your vehicle** with a new vehicle of the same make and specification (subject to availability) if within twelve months of purchase new by **you** (or within twelve months of registration if subject to a leasing or contract hire agreement) of a 'Private Car' or if within six months of purchase new by **you** (or within six months of registration if subject to a leasing or contract hire agreement) of a 'Goods-carrying Vehicle'

- any repair cost or damage covered by the policy exceeds 60% of the list price of **your vehicle** (including vehicle tax and VAT) at the time of its purchase, or
- **your vehicle** is stolen and not recovered.

Replacement is subject to:-

- **your vehicle** being owned by **you** or having been purchased by **you** under a hire purchase agreement or lease or hired to **you** under any type of leasing or contract hire agreement
- the agreement of any interested hire purchase, leasing or contract hire company, if applicable
- **you** being the first registered owner of **your vehicle** unless it is subject to a leasing or contract hire agreement with **you**.

New 'Private Car' and 'Goods-carrying Vehicle' replacement does not apply to **trailers**.

(4) loss or damage (other than by **fire** or **theft**) which results from **your vehicle** overturning where **your vehicle** is a mobile or self-propelled crane, including plant forming part of or attached to **your vehicle**

(5) loss of use, wear and tear, depreciation, mechanical, electrical, electronic, computer, failures, breakdowns or breakages

(6) damage to tyres caused by braking or by punctures, cuts or bursts

(7) loss or damage directly arising from pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed

(8) loss of value following repair

(9) loss or damage arising from **theft** whilst the ignition keys of **your vehicle** have been left in or on **your vehicle**.

liability to third parties

Section 2

Your liability to third parties

We will insure **you** in respect of all sums which **you** may be required to pay at law and all other costs and expenses incurred with **our** written consent arising from

- (a) death or bodily injury to third parties, for an unlimited amount
- (b) damage to third party property up to a maximum amount of
 - (i) £20,000,000 where **your vehicle** is a '**Private Car**' or a '**Motor Cycle**',
 - (ii) £5,000,000 in respect of all other vehicles
- (c) in respect of **Terrorism** where we are liable under the **Road Traffic Acts** the maximum amount **we** will pay for damage to property as a result of any accident or accidents caused by a vehicle or vehicles driven or used by you or any other person and for which cover is provided under this section will be
 - (i) £5,000,000 in respect of all claims consequent on one originating cause, or;
 - (ii) such greater sum as may in the circumstances be required by the Road Traffic Acts

The cover under (a) and (b) only operates where such death, injury or damage arises out of an accident caused by or in connection with:-

- **your vehicle** including its loading and unloading or
- any **trailer** while it is being towed by **your vehicle**

Liability of other persons driving or using your vehicle

On the same basis that **we** insure **you** under this section **we** will also insure the following persons

- any person **you** give permission to drive **your vehicle** provided that your **certificate of motor insurance** allows that person to drive

Exceptions to Section 2 of your policy

The cover under this section will not apply

(1) if any person insured under this section fails to observe the terms exceptions and conditions of this policy as far as they can apply. The cover will also not apply if they can claim under another policy;

(2) to death or injury to any employee of the person insured which arises out of the course of such employment except where such liability is required to be covered by the **Road Traffic Acts**;

(3) to loss or damage to property

(i) belonging to or in the care of anyone **we** insure who claims under this section;

(ii) being carried in **your vehicle** (except where **your vehicle** is a '**Private Car**').

(4) to loss, damage, injury or death caused or arising beyond the limits of any carriageway or thoroughfare in connection with anyone other than the driver or attendant of **your vehicle** either bringing a load to **your vehicle** for loading on to it or taking a load away from **your vehicle** having unloaded it

(5) in respect of liability for damage to premises (or to the fixtures and fittings) attaching solely as occupier (not as owner) where the damage is insured by another policy

(6) in respect of damage to any vehicle where cover in connection with the use or driving of that vehicle is provided under this section

Section 2 (cont)

- any person **you** give permission to use (but not drive) **your vehicle** for social domestic and pleasure purposes provided that use for social domestic and pleasure purposes is included within the **certificate of motor insurance**
- any passenger travelling in or getting into or out of **your vehicle**
- any hirer of **your vehicle** provided such use is not excluded by your **certificate of motor insurance**.

Indemnity to Owner (Leasing or Hiring Agreements)

If to our knowledge **your vehicle** is the subject of a leasing or contract hire agreement between **you** and the owner of **your vehicle**, **we** will insure the owner, on the same basis as **we** insure **you** under this section, in the event of an accident occurring while **your vehicle** is let on hire or leased under the agreement provided that

- **your vehicle** is not
 - being driven by the owner
 - being driven by a person employed by the owner
 - in the charge of but not being driven by the owner or any person employed by the owner
- the owner cannot claim under another policy
- the owner observes the terms, exceptions and conditions of this policy as far as they can apply.

Indemnity to Legal Personal Representatives

In the event of the death of anyone who is insured under this section **we** will protect his/her legal personal representatives against any liability of the deceased person if that liability is insured under this section

(7) where **your vehicle** is an '**Agricultural Vehicle**', in respect of loss, damage, injury or death arising out of any incident directly or indirectly caused by, or accelerated by, or attributable to the coming into contact with any person, property, land or crops of any substance or compound that is used, in whole or part, as an insecticide, herbicide or other control of pests, disease or weeds, or as a desiccant, defoliant or growth regulator and which arises from the dissemination of such substance or compound in connection with **your vehicle** elsewhere than on land occupied by **you** or on crops owned by **you** on that land except where such liability is required to be covered by the **Road Traffic Acts**

(8) where **your vehicle** is a '**Goods-carrying Vehicle**', a '**Special Type Vehicle**' or an '**Agricultural Vehicle**', in respect of all loss, damage, injury or death directly caused by pollution or contamination unless caused by a sudden identifiable unintended and unexpected incident which occurs in its entirety at a specific time and place during the **period of insurance** except where such liability is required to be covered by the **Road Traffic Acts**

For the purposes of this Exception pollution or contamination means all pollution or contamination of buildings or other structures or water or land or the atmosphere

(9) to any loss, damage, injury or death caused whilst **your vehicle** is being used in that part of an aerodrome or airport provided for the take-off and landing of aircraft on the surface, aircraft parking aprons including the associated service roads and ground equipment areas, and those parts of passenger terminals which come within the Customs examination area except where such liability is required to be covered by the **Road Traffic Acts**

Section 2 (cont)

Legal costs

We will pay for

- The fees of solicitors **we** instruct to represent anyone who is entitled to indemnity under this section at any Coroner's Inquest or Fatal Accident Enquiry or to defend any proceedings in a Court of Summary Jurisdiction or
- Reasonable costs incurred with **our** written consent for legal services to defend anyone who is entitled to indemnity under this section in the event of proceedings being taken for manslaughter, dangerous driving or careless driving when under the influence of drink or drugs causing death.

We will only pay these legal costs if they relate to an incident which is covered under this section.

Cross liabilities

Where there is more than one **insured person** named in your **policy schedule**, cover will operate for each one as if they are the only **insured person** covered under this policy.

Application of indemnity limits

In the event of an accident involving payments by **us** to more than one person insured under this section any limitation by the terms of this policy or any **clause** endorsed on it relating to the maximum amount payable shall apply to the aggregate amount of payments to all such persons and your liability shall be settled in priority.

(10) to any consequence whatsoever resulting directly or indirectly from or in connection with **Terrorism** regardless of any other contributory cause or event except where such liability is required to be covered by the **Road Traffic Acts**.

additional covers

Section 3

Indemnity to Principals

Where **your vehicle** is being used in connection with contract work on behalf of a **Principal we** will insure the **Principal** against any legal liability arising from such use provided that

- **you** would have been able to claim under the policy had the claim been made against **you**
- **you** have arranged with the **Principal** for the conduct and control by **us** of all claims for which **we** may be liable under this section.

Exceptions to Section 3 of your policy

The cover under this section will not apply

(1) in respect of death or injury to any person employed by the **Principal** arising out of or in the course of their employment; or

(2) in respect of any amount payable by the **Principal** under an agreement which would not have been payable in the absence of such an agreement; or

(3) in respect of injury to the **Principal** for any amount **you** would not have to pay but for such an agreement; or

(4) in respect of damage to property belonging to or held in trust by or in the custody or under the control of the **Principal** for any sum which exceeds the amount required to indemnify the **Principal**

(5) in respect of liquidated damages or damages incurred under any penalty clause.

Section 4

Medical expenses

If **you** or any other occupant of **your vehicle** is injured as a direct result of **your vehicle** being involved in an accident **we** will pay for the medical expenses in connection with such injury up to a maximum sum of £250 in respect of each person injured.

Section 5

Rugs, Clothing and Personal Effects

We will pay **you** (or at your request, the owner) for loss or damage to rugs, clothing and personal effects caused by **fire, theft** or accidental means whilst they are in or on **your vehicle**.

The maximum amount payable for any one incident is £250.

Where an amount is payable to any person other than **you, we** may make such payment directly to that other person and their receipt shall be a full discharge to us.

Exceptions to Section 5 of your policy

We will not pay for

- (1) money, stamps, tickets, documents or securities,
- (2) goods or samples carried in connection with any trade or business,
- (3) tools of trade, ropes or tarpaulins,
- (4) any personal effects if **your vehicle** is a motor caravan.

Section 6

Trailers/Attachments

1. Attached Trailers

The cover applicable to **your vehicle** shall also apply to any **trailer** attached or connected to **your vehicle** for the purposes of being operated or drawn.

Where **your vehicle** is

- (a) a '**Special Type Vehicle**' the total estimated value of **your vehicle** must be adequate to include **your vehicle** and the **trailer** being towed
- (b) an '**Agricultural Vehicle**' the term **trailer** includes any agricultural or forestry implement or machine.

Exceptions to Section 6 of your policy

We will not pay

- (1) if any **trailer** or disabled mechanically propelled vehicle is being towed otherwise than in accordance with the law
- (2) for loss or damage to property being carried in or on any **trailer** or disabled mechanically propelled vehicle
- (3) under Section 2 of this policy for any loss or damage arising from the operation of any plant permanently attached to and forming part of your **trailer** (other than any lifting device for self-loading) as a tool other than where necessary to meet the requirements of the **Road Traffic Acts**
- (4) for loss of or damage to any fixtures fittings or utensils carried in or on any **trailer**.

Section 6 (cont)

2. Detached Trailers

Where **your vehicle** is a **'Private Car'** or **'Goods-carrying Vehicle'** the cover will also apply to any **trailer**

- (a) owned by **you** or hired to **you** under a hire purchase agreement or leased or rented to **you** for a period of not less than three months or
- (b) in your custody or under your control.

while detached from **your vehicle**

You will have to pay the first £250 of any **theft** claim unless **your vehicle** remains in close proximity to the **trailer**.

3. 'Attachments'

Where **your vehicle** is a **'Special Type Vehicle'** the cover will also apply to any **'attachment'** while attached to or detached from **your vehicle** provided that the estimated value shown in the **policy schedule** is adequate to include **your vehicle** and all its **'attachments'**.

4. Contingent liability cover for your trailers

We will indemnify **you** under the terms of Section 2 in respect of any trailer owned by **you** or hired by **you** under a hire purchase agreement whilst it is not in **your** custody or control but not if there is any existing insurance covering the same liability.

New **'Private Car'** and **'Goods-carrying Vehicle'** Replacement cover provided under Section 1 of the policy does not apply to **trailers** covered under this Section of the policy.

Section 7

Continental use/Compulsory insurance requirements

In addition to providing cover within the **territorial limits**, this policy in compliance with EU Directives also provides the necessary cover to meet laws on compulsory insurance of motor vehicles in:-

- any other country which is a member of the European Union
- any country which the Commission of the European Communities is satisfied has made arrangements to meet the requirements of Article 7 (2) of EC Directive 72/166/EC relating to civil liabilities arising out of the use of motor vehicles. Eligible countries change from time to time – your insurance adviser should be able to tell **you** the current list of eligible countries.

The level of cover provided will be the minimum required to comply with the laws on the compulsory insurance of motor vehicles of the country in which the accident occurs. Where the accident occurred in another EU Member State, however, if the minimum cover required by the laws of Great Britain is wider than that of such EU Member State, the level of cover provided will be that applicable to Great Britain.

Section 7 (cont)

Journeys within the territorial limits

Your **certificate of motor insurance** is sufficient evidence of cover within the **territorial limits** of the policy. Although not legally necessary, a **Green Card** will be issued on request and free of charge, for travel in the countries within the **territorial limits**, other than Great Britain, Northern Ireland, the Isle of Man or the Channel Islands. It is advisable to apply for a **Green Card** when visiting Italy.

If you take your vehicle abroad – outside the territorial limits

The cover provided by this policy applies to **your vehicle** for which a **Green Card** and a foreign use endorsement have been issued. Cover is effective for the period specified in the **Green Card**.

Additional covers

Where **your vehicle** is being used within the **territorial limits** or in any country for which we have issued you with a **Green Card**, the following covers also apply

- (1) the transit of **your vehicle**, including loading and unloading, by sea, air or rail in or between the countries specified, provided that sea or air transit is by a recognised sea passage of not longer than 65 hours under normal conditions or by scheduled air service; and/or
- (2) reimbursement of any customs duty **you** may have to pay after temporarily importing **your vehicle** into any of the countries specified, subject to your liability arising as a direct result of a claim covered by this policy; and/or
- (3) General Average contributions, Salvage charges and Sue and Labour charges whilst **your vehicle** is being transported by sea between any of the countries specified, provided that **your vehicle** is covered by this policy for loss or damage.

Section 8

Unauthorised Movement

The cover provided by Sections 1 and 2 of this policy is extended to include the unauthorised movement of any vehicle causing an obstruction or otherwise preventing the operation of your business.

Exceptions to Section 8 of your policy

This section does not apply if the obstructing vehicle is

- (1) being driven by or moved by any person other than
 - **you**; or
 - a person employed by **you**
- (2) owned or hired to **you** under a hire purchase agreement or loaned or hired or leased to **you**.

Section 9

Unauthorised use or driving

Other than as stated in General Exceptions (1) (a) and (1) (b), **we** will in the terms of Section 2 pay for your liability arising from the unauthorised use or driving of any vehicle by any person in your employment.

Section 10

Unlicensed drivers

Any requirement of this policy that the person driving under this policy must hold or have held a licence to drive **your vehicle** does not apply when a licence is not required by law. The terms of this policy will otherwise apply.

Section 11

Payments made under compulsory insurance regulations and rights of recovery

If the law in any country in which this policy operates requires **us** to settle a claim which, if this law had not existed, **we** would not be obliged to pay, **we** reserve the right to recover such payments from **you** or from the person who incurred the liability.

Section 12

Emergency treatment

We will reimburse any person using **your vehicle** for payments made under the **Road Traffic Acts** for emergency medical treatment.

Section 13

Contingent liability

We will indemnify **you** in the terms of Section 2 of this policy

(a) while any vehicle not belonging to **you** and not provided to **you** is being used in connection with your business by any person in your employment

(b) while any vehicle hired-in by **you** is being used in connection with your business by any hired-in driver.

Exceptions to Section 13 of your policy

This section does not apply

- (1) in respect of loss or damage to such vehicle or property being carried in or on it
- (2) if there is any other existing insurance covering the same liability
- (3) in respect of death or bodily injury to any person arising out of and in the course of such person's employment whilst travelling in or getting into or out of a vehicle owned or hired or lent to any person in your employment where such vehicle is otherwise uninsured.

Section 14

Passengers'/Drivers' Luggage

Applicable only in respect of 'Motor Coaches'

(a) We will pay for loss or damage to the luggage clothing or personal effects of any passenger or driver caused by **fire** or **theft** where such loss or damage occurs in or on **your vehicle**

(b) We will also indemnify **you** against any legal liability for loss or damage to

- luggage clothing or personal effects of any passenger or driver while in or on **your vehicle**
- passengers' luggage while being loaded or unloaded by the driver or attendant of the vehicle.

The maximum payable per passenger / driver for any one incident is £500.

The maximum payable for any one article is £150.

Exceptions to Section 14

We will not pay for

- (1) money, stamps, tickets, documents or securities; or
- (2) goods or samples carried in connection with any trade or business; or
- (3) losses arising from confiscation, detention or damage by Customs or other officials
- (4) the first £15 of any loss or damage.

Section 15

Vehicles laid up and out of use

(at the commencement of this contract of insurance or its renewal)

1. Fire and Theft

Where **your vehicle** is laid up and out of use, at the commencement of this contract of insurance or its renewal, all cover provided by this policy will be of no effect other than for loss or damage by **fire** or **theft** provided **your vehicle** is kept in a locked private or public garage or in a compound surrounded by secure perimeter walls and/or fences.

2. Fire Theft and Accidental Damage

In addition and subject to the terms of Sub-Section 1 above **your vehicle** is also covered in respect of accidental damage.

Section 16

Replacement locks

Where **your vehicle** is a '**Private Car**' or a '**Goods-carrying Vehicle**', if the vehicle keys or lock transmitter are lost or stolen **we** will pay the cost of replacing

- (a) the door locks and/or boot lock; and/or
- (b) the ignition/steering lock; and/or
- (c) the lock transmitter and central locking interface

provided that you can establish to **our** satisfaction that the identity or garaging address of **your vehicle** is known to any person who is in possession of your keys or transmitter.

general exceptions

Your policy does not cover the following

- (1) any accident, injury, loss or damage while any vehicle insured under this policy is being:
 - (a) used otherwise than for the purposes described under the 'Limitations as to Use' Section of your **certificate of motor insurance**.
 - (b) driven by any person other than as described under the section of your **certificate of motor insurance** headed 'Persons or Classes of Persons entitled to drive' except that cover will not be withdrawn under (1) (a) and (1) (b):-
 - (i) while **your vehicle** is in the custody or control of a member of the motor trade for the purposes of overhaul upkeep and repair;
 - (ii) if the injury, loss or damage was caused as a result of **your vehicle** being stolen or having been taken without your consent or other lawful authority
 - (iii) if the person driving does not have a driving licence and **you** had no knowledge of such deficiency
 - (c) driven by **you** unless **you** hold a licence to drive **your vehicle** or **you** have held a licence and are not disqualified from holding or obtaining such a licence
 - (d) driven by anyone else with your general consent who, to your knowledge, does not have a licence to drive **your vehicle**, has never held one or is disqualified from holding or obtaining such a licence.
- (2) any liability **you** have accepted solely by virtue of an agreement but which would not attach if that agreement did not exist, except as provided in Section 3 of the policy.
- (3)
 - (a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever or any consequential loss resulting or arising from, or
 - (b) any legal liability of any nature directly or indirectly caused by or contributed to by or arising from:-
 - (i) ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

(4) any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event

(i) war invasion act of foreign enemy hostilities or a warlike operation or operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power

(ii) any action taken in controlling preventing suppressing or in any way relating to (i) above

except as is necessary to meet the requirements of the **Road Traffic Acts**.

(5) any accident, injury, loss or damage (except under Section 2 of the policy) arising during or in consequence of:

a. earthquake

b. riot or civil commotion occurring elsewhere than in Great Britain, the Isle of Man or the Channel Islands except where such liability is required to be covered by the **Road Traffic Acts**.

This exception will not operate if you can prove that the accident, injury, loss or damage was not caused by either of these perils.

(6) any accident, injury, loss or damage (except under Section 8 of the policy) if any vehicle is registered elsewhere than in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

conditions

Claims Procedure

(1) As soon as reasonably possible after any accident, loss or damage, **you** or your legal personal representatives must telephone **us** giving full details of the incident. Any communication **you** receive about that incident should be sent to **us** immediately. **You** or your legal personal representatives must let **us** know immediately if anyone insured under this policy is to be prosecuted as a result of the incident or if there is to be an inquest or a fatal accident inquiry.

(2) **You**, or anyone else claiming under this policy, must not admit to any claim, promise any payment or refuse any claim without our written consent. If **we** want to, **we** can take over and conduct in your name or that of the person claiming under the policy for our own benefit to recover any payment we have made under this policy. **We** shall have full discretion in the conduct of any proceedings or the settlement of any claim. The person who is seeking payment under this policy shall give us all the information and assistance necessary for us to achieve a settlement.

(3) Where there is a claim, or a number of claims arising out of one incident, and this relates to payment for liability for damage to property, **we** may, at any time, pay **you** the full amount **we** are required to pay under the policy (less any sums we have already paid in compensation) or, any less amount for which such claims can be settled and, having done so, relinquish the conduct and control of such claim(s) and be under no further liability for them. **We** will, however, be liable for the payment of costs and expenses of litigation, recoverable or incurred, in respect of matters prior to the date of such payment.

Cancelling this policy

(4) a. **You** have the right to cancel your policy during a period of 14 days after the latter of the day of purchase of the contract or the day on which you receive your policy documentation. **You** should also return your **certificate of motor insurance** as soon as possible after cancellation. If **you** wish to do so and the insurance cover has not yet commenced, **you** will be entitled to a full refund of the premium paid.

Alternatively, if **you** wish to do so and the insurance cover has already commenced, whether within the first 14 days or not, **you** will be entitled to a refund of the premium paid subject to a deduction for the time for which **you** have been covered. This will be calculated on a pro-rata basis for the period in which **you** received cover and will include an additional charge to cover the administrative cost of providing the policy.

To exercise your right to cancel your policy, please contact your insurance adviser.

If **you** do not exercise your right to cancel your policy, it will continue in force for the term of the policy and **you** will be required to pay the full premium as stated.

b. **We** (or any agent **we** appoint and who acts with our specific authority) may cancel this policy by sending 7 days notice to your last known address. As long as **you** have not made a claim during the current **period of insurance**, **you** will be entitled to a refund of the premium paid subject to a deduction for the time for which **you** have been covered. This will be calculated on a pro-rata basis for the period in which **you** received cover and will include an additional charge to cover the administrative cost of providing the policy.

(5) **We**, or any agent appointed by **us** and acting with our specific authority, may cancel this policy by sending not less than 30 days notice to your last known address. **We** will calculate the premium for the period **we** have been insuring **you** (based on pro-rata rates) and refund any balance.

Other Insurance

(6) If at any time any claim arises under this policy there is any other insurance policy covering the same loss damage or liability **we** will only pay our share of the claim.

This provision will not place any obligation upon **us** to accept any liability under Sections 2 or 13 of the policy which **we** would otherwise be entitled to exclude under Exception (1) to Section 2 and Exception (2) to Section 13.

Premium Adjustment

(7) Before the commencement of any **period of insurance** you will provide **us** with a schedule (in the form required) of all motor vehicles (and **trailers** if specific **trailers** are covered under this policy) covered under the definition of **your vehicle** contained in the 'Definition of terms' in this policy. **You** will immediately provide **us** with details of motor vehicles (and **trailers** if specified **trailers** are covered under this policy) that **you** subsequently acquired or disposed of and in respect of these details **you** will pay **us** an additional premium or receive from us a refund calculated as agreed.

Your Duty to Prevent Loss or Damage

(8) **You** shall at all times take all reasonable steps to safeguard **your vehicle** from loss or damage. **You** shall maintain **your vehicle** in efficient condition and **we** shall have at all times free access to examine such vehicle.

Arbitration

(9) Where **we** have accepted a claim and there is a disagreement over the amount to be paid the dispute must be referred to an arbitrator to be agreed between **you** and **us** in accordance with the law at the time. When this happens a decision must be made before **you** can take any legal action against **us**.

Your Duty to Comply with Policy Conditions

(10) Our provision of insurance under this policy is conditional upon **you** observing and fulfilling the terms, provisions and conditions of this policy and any **clauses** endorsed on it.

Fraud

(11) If any claim is in any way fraudulent or if **you** or anyone acting on your behalf has used any fraudulent means, including inflating or exaggerating the claim or submitting forged or falsified documents, all benefits under this policy shall be forfeited.

Motor Insurance Database – Supply of Vehicle Details Condition

(12) **You** will immediately provide **us** with all relevant motor vehicle details of all motor vehicles whose use is covered by this policy as required by the relevant law applicable in Great Britain and Northern Ireland for entry into the Motor Insurance Database.

Car sharing and insurance

Applicable only in respect of 'Private Cars'

If **you** receive financial contributions in respect of the carriage of passengers on a journey in your '**Private Car**' as part of a car-sharing arrangement **we** will not regard this as being the carriage of passengers for hire or reward (or the use of the vehicle for hiring).

This section does not apply:-

- (a) if the vehicle is constructed or adapted to carry more than eight passengers (excluding the driver)
- (b) if the passengers are being carried in the course of a business of carrying passengers
- (c) if the total contributions received for the journey concerned involve an element of profit.

Important Note

If your '**Private Car**' is used under a car-sharing arrangement and there is any doubt as to whether this arrangement is covered by the terms of your policy **you** should immediately contact **us** for confirmation.

complaints procedure

Our goal is to give excellent service to all our customers but we recognise that things do go wrong occasionally. We take all complaints we receive seriously and aim to resolve all our customers' problems promptly. To ensure that we provide the kind of service you expect we welcome your feedback. We will record and analyse your comments to make sure we continually improve the services we offer.

What will happen if you complain?

- We will acknowledge your complaint within 2 working days of receipt
- We aim to resolve complaints within 5 working days
- Once an assessment and full investigation of your concerns has been made, we will respond with a decision.

Most of our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, we will contact you with an update and give you an expected date of response. This will not be beyond 20 working days from when you first made your complaint.

If you remain unhappy with the decision you receive from the local branch you may write to the Chief Executive. If you are dissatisfied with our final decision, you can refer the matter to the Financial Ombudsman Service (FOS).

The FOS will only consider your complaint if you have given us the opportunity to resolve it and you are a private policyholder, a business with a group turnover of less than £1million, a charity with an annual income of less than £1 million or a trustee of a trust with a net asset value of less than £1 million. Please follow the steps below. If however, we do not resolve your complaint within 40 working days, the FOS will accept a direct referral.

Whilst we are bound by the decision of the FOS, you are not. Following the complaints procedure does not affect your right to take legal action.

What should I do?

The steps you should take if dissatisfied

Step 1. **Seek resolution from your insurance adviser or usual Norwich Union point of contact.**

If you are disappointed with any aspect of the handling of your insurance we would encourage you, in the first instance, to contact the manager concerned. You can write or telephone, whichever suits you, and ask your contact to review the problem.

Step 2. Refer your complaint to our Chief Executive

If you remain unhappy with the decision you receive, please write with full details including policy number and/ or claim number, to:

The Chief Executive,
Norwich Union Insurance,
Surrey Street,
Norwich, NR1 3NS

A review of the matter will then be carried out at senior level and a final decision given.

Step 3. Refer your complaint to the Financial Ombudsman Service

If, after making a complaint to us you are still unhappy and you feel the matter has not been resolved to your satisfaction please contact the FOS at:

Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR.
Telephone: 0845 080 1800

Please note that the Ombudsman will only consider your complaint if you have already given us the opportunity to resolve it.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of insurance and the circumstances of the claim.

For compulsory classes of insurance, underwriting is covered for 100% of the claim. For other classes of insurance, underwriting is covered for 100% of the first £2,000 of a claim and 90% of the remainder of the claim. There is no upper limit in either case.

Further information about compensation scheme arrangements is available for the FSCS.

clauses

The **clauses** shown below are operative only if specifically mentioned in the **policy schedule** and are subject otherwise to the limits, terms, exceptions and conditions of this policy.

Clause B99 Legal Services and Advice (ULR)

Definitions

The following definitions apply only to this **clause**. The general definitions in this policy also apply where appropriate.

Insured Person

1. **You**
2. Any authorised driver or any person permitted to drive as described under “5 – Persons of Classes of Persons entitled to drive” in the **certificate of motor insurance** provided that person holds a valid driving licence.
3. Passengers carried in **your vehicle** whilst it is being driven by an authorised driver in accordance with terms of the policy.

RAC/RAC Legal Services

RAC Insurance Ltd acting through **RAC** Legal Services both of Great Park Road, Bradley Stoke, Bristol, BS99 1RB

Legal Representative

The solicitors or other qualified experts, appointed by **RAC** to act for an **insured person** provided such solicitors or other qualified experts satisfy the following conditions

- they agree to fund all disbursements and not to claim for same until the end of the case;
- they agree not to submit any claim for **legal costs** until the end of the case and to try to recover all such **legal costs** from the other party in the action;
- they agree to report in writing to **RAC** on any substantive development in the progress of the case.

Legal Proceedings

1. the pursuit of a claim for damages either by negotiation or by civil, tribunal or arbitration proceedings within a court in the **territorial limits** in respect of a matter covered under this policy; and/or
2. the defence of motoring prosecutions within a court in the **territorial limits**.

Legal Costs

- The fees, expenses, costs and disbursements reasonably and properly incurred by or on behalf of the **insured person** and authorised by **RAC** in pursuing or defending a claim under this **clause**; and

- The costs of a third party for which the **insured person** is either held liable by court order, or which are agreed by **RAC**, and which are incurred in connection with **legal proceedings** covered under this **clause**.

Event or Cause

The incident or the start of a series of incidents which leads to a claim being made under this policy.

Limits of Indemnity

- in respect of claims for the pursuit of damages £100,000; and
- in respect of defence of motoring prosecutions £20,000.

Road Traffic Accident

An accident involving **your vehicle**

- on a public highway or on a private road or car park to which the public normally exercises an uninterrupted right of access,
- within the **territorial limits**
- where the **insured person** is not at fault
- for which a third party is at fault and
- which occurs during the **period of insurance**.

Uninsured losses

Loss arising out of a **Road Traffic Accident** where the said loss is not otherwise covered by Insurance and either damage occurs to **your vehicle** or any personal effects however by the **insured person** whilst such property is in or on **your vehicle** or the **insured person** suffers death or bodily injury whilst in or mounting into or dismounting from **your vehicle**.

Territorial Limits

In the case of assistance in the recovery of **uninsured losses** and legal defence

- Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man, the Channel Islands or mainland Europe west of the Urals.

In the case of replacement vehicle assistance

- Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man and the Channel Islands.

What is covered

1. **RAC** will indemnify the **insured person** against the **legal costs** of **legal proceedings** incurred in connection with
 - the pursuit of a claim directly arising from a **Road Traffic Accident**; and/or
 - the defence of a motor ing prosecution brought against an **insured person** in connection with criminal proceedings involving **your vehicle**. Pleas in mitigation will be supported by **RAC** at their sole discretion and when there is a prospect of such a plea presented either in writing or in person by a solicitor or barrister materially effecting the likely outcome of the prosecution.

2. **RAC** may, at their sole and unfettered discretion, facilitate the hire of a replacement vehicle on behalf of the **insured person** for the period that **your vehicle** immobilised as a result of an **insured event** and/or whilst it is being repaired. You must comply with the Terms and Conditions of the Hire Company selected by **RAC**.
3. **RAC** will provide **you** initial legal advice via the Clubline.

What is not covered

General exceptions to this policy also apply where appropriate.

1. Claims arising from an on track/event accident.
2. Appeals unless the **insured person** has notified **RAC** of his or her wish to appeal at least ten working days before the deadline for any such appeal and the approval of **RAC** has been obtained.
3. Claims (including appeals) which, in the opinion of **RAC** do not have a reasonable chance of success, or, in the case of claims for damages, where in the opinion of **RAC**, there is not a reasonable chance of successfully recovering any damages awarded. Cover may be refused or discontinued if such prospects do not, or no longer exist.
4. Legal Costs
 - (a) incurred before **RAC** have confirmed acceptance of the claim in writing;
 - (b) exceeding any amount approved by **RAC**;
 - (c) incurred following a payment into court by a third party unless **RAC** have authorised the **insured person** in writing to continue with the claim after the payment into court or the **insured person** is ultimately awarded or settles for more than the amount of payment in;
 - (d) incurred if the **insured person** withdraws instructions from the **legal representative** or from the **legal proceedings** unless such withdrawal is approved by **RAC**;
 - (e) for any expert witness unless previously approved by **RAC**;
 - (f) where the **insured person** is responsible for unreasonable delay which is prejudicial to the claim or where the **insured person** fails to give proper instructions in due time to **RAC** or the **legal representative**;
 - (g) where the **insured person** pursues a claim without the consent of **RAC** or in a different manner from that advised by the **legal representative**.
5. Claims against us or **RAC** who provide this insurance or claims by the **insured person** against any other person covered under this policy.

6. Claims relating to matters for which the **insured person** would but for the existence of this policy, be entitled to indemnity under any other policy.
7. Claims directly or indirectly caused by, contributed to or arising from:
 - (a) prosecutions which allege dishonesty or violence or which arise from drink or drugs-related offences or parking offences;
 - (b) any deliberate and criminal act or omission of the **insured person** or which are false or fraudulent in any way;
 - (c) faults in **your vehicle** or faulty, incomplete or incorrect service, maintenance or repair of **your vehicle**.
8. Your travelling expenses, subsistence allowances or compensation for absence from work.
9. Application for Judicial Review.
10. Legal costs, fines or penalties which a court of criminal jurisdiction orders the **insured person** to pay.

Conditions

The general conditions in this policy also apply where appropriate.

1. To make a claim the **insured person** must notify **RAC** of the claim in writing as soon as reasonably possible and in any event within 180 days of the **event or cause** leading to the claim.
2. On receipt of a claim under this policy **RAC** will evaluate the claim, advise on the steps the **insured person** should take to pursue the claim and, where appropriate, provide the assistance of a **legal representative** to pursue the claim either by negotiation or civil proceedings. If, in the opinion of **RAC** the claim may be capable of being settled by negotiation **RAC** will appoint a **legal representative** from its approved panel. In the event that the claim is not settled by negotiation and proceedings follow, **RAC** will provide the **insured person** with the name and address of the **legal representative** whom **RAC** suggests should act for the **insured person** in the claim. You do not have to accept the **legal representative** nominated by **RAC**. If **RAC** and the **insured person** are unable to agree on a suitable **legal representative**, **RAC** will ask the Law Society to name another **legal representative**. **RAC** and the **insured person** must accept the Law Society's nomination. In the meantime, **RAC** may appoint a **legal representative** to act on behalf of the **insured person** to safeguard his or her interests.
3. During the course of the claim you must:
 - (a) co-operate at all times in the completion of any necessary documentation or provision of information requested either by **RAC** or by the **legal representative**,
 - (b) not do anything which may prejudice his or her case or **RAC's** position in respect of the claim,
 - (c) take all available steps to recover the **legal costs** in the **legal proceedings**,
 - (d) notify **RAC** of any settlement offer made before accepting it.

4. During the course of the claim **RAC** will have the right of direct access to the **legal representative**.
5. **RAC** shall not provide cover under this **clause** if the **insured person** makes a false declaration when applying for cover.
6. The **insured person** shall take all reasonable steps to prevent any occurrence which may give rise to a claim under this **clause**.
7. The **insured person** shall take all reasonable steps to mitigate the losses that flow from an **event or cause**.
8. The **insured person** shall forward any accounts for **legal costs** as soon as they are received and, if required to do so by **RAC**, shall have such **legal costs** taxed, assessed or audited by the appropriate court or authority.

To make a claim under this section of the policy please telephone Clubline on 0800 678999.

Clause A99 Gold Benefits

The cover, additional benefits and service under this **clause** applies only if **your vehicle** is a “**Private Car**” or a “**Goods-carrying vehicle**” (not exceeding 7.5 tonnes GVW) and then only if stated in your **policy schedule**.

Accident Assistance

If **your vehicle** has been disabled as a result of an accident covered under Section 1 of the policy in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands **RAC** may, at its discretion offer, **you** or any person permitted to drive as described under “5-Persons or Classes of Persons, entitled to drive” one of the following:-

- a hire car of up to 1600cc or a van up to 7.5 tonnes GVW for 24 hours subject to the hirers terms and conditions. This free period of hire must commence within 48 hours of **your vehicle** being damaged and excludes fuel costs, parking fees and fines, and continuation of load, or
- overnight accommodation for passengers and driver up to a maximum of £150 in total (but not the cost of providing meals or drinks), or
- a refund of the cost of public transport for the driver and up to four passengers to reach the end of their journey subject to a maximum of £150. **You** will need to produce receipts in order to claim for this.

If **your vehicle** has been stolen and not recovered arrangements will be made to provide alternative transport up to a total cost of £150 in order to complete your journey.

Breakdown Assistance

The following cover is provided in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands through **RAC** for **you** or any person permitted to drive under “5-Persons or Classes of Persons entitled to drive” in the **certificate of motor insurance**.

If **your vehicle** breaks down, when you ring the Clubline **RAC** will arrange for the following at no additional cost:-

- someone to come out and help. If **your vehicle** cannot be repaired immediately it will be taken to a nearby garage approved by us or a closer one of your choice where **you** can arrange for repairs to be made; or
- assistance if **your vehicle** will not start while parked at your business address. If **your vehicle** cannot be repaired immediately it will be taken to your local garage.

If **your vehicle** needs to be towed it must display a valid road tax disc.

In addition, if **your vehicle** breaks down away from your business address and cannot be repaired within a reasonable time, **RAC** will arrange for:

- onwards transportation for the driver, **your vehicle**, up to four passengers and any caravan/**trailer** on tow at the time, to the destination of the driver's choice, in one non-stop journey. This facility may also be provided if the driver falls ill and there are no passengers who can drive **your vehicle** so that the journey cannot be completed. In these circumstances it will be at the discretion of **RAC** whether this service is offered. Medical certification will be required.

In providing breakdown assistance **RAC** employees and contractors will use reasonable care and skill. **RAC** can, however, cancel services or refuse to provide them if, in their opinion, your demands are excessive, unreasonable or impracticable.

Continental Assistance – Accident and Breakdown

The following cover is provided by **RAC** within the **territorial limits** other than Great Britain, Northern Ireland, the Isle of Man and the Channel Islands for **you** or any person permitted to drive under "5-Persons or Classes of Persons entitled to drive" in the **certificate of motor insurance**.

If **your vehicle** breaks down or has been disabled as a result of an accident covered under Section 1 of the policy, when **you** ring the Clubline **RAC** will arrange for the following at no additional cost:-

- emergency roadside assistance up to a maximum of £175 (not including the cost of any parts). If **your vehicle** cannot be repaired immediately it will be taken to a nearby garage where **you** can arrange for repairs to be made
- onward transportation, if **your vehicle** cannot be repaired within 12 hours. A replacement vehicle will be provided to enable **you** to continue your journey whilst **your vehicle** is being repaired, up to a maximum of £750. **RAC** will use its best endeavours to find a vehicle of similar, but not necessarily exact, specification to **your vehicle** to ensure that you can carry the same number of passengers and amount of luggage and/or goods. The facility may also be provided in the following circumstances
 - (a) If the driver falls ill and there are no passengers who can drive **your vehicle** to complete the journey. In these circumstances it will be at the discretion of **RAC** whether a replacement driver is provided, to enable the destination to be reached or to return home. Some form of medical certificate will be required, or

- (b) If **your vehicle** is stolen or involved in an accident up to 7 days prior to departure and cannot be repaired or recovered in time.
- repatriation of **your vehicle** to your business address or your nominated repairer in the United Kingdom, the Channel Islands and the Isle of Man, if **your vehicle** cannot be repaired before the intended departure date, subject to the cost of the repatriation not exceeding the market value of **your vehicle**.

RAC may, at its discretion, offer you or any permitted driver

- Overnight accommodation expenses for the driver and passengers up to £25 per person per day, subject to an overall maximum of £400 in total (but not the cost of providing meals or drinks).

If an extension to the **territorial limits** has been agreed and you have been issued with an International Motor Insurance Card (**Green Card**) the breakdown cover outlined as above is extended to apply to these countries, but only for the period shown in the **Green Card**.

In providing breakdown assistance **RAC** employees and contractors will use reasonable care and skill. **RAC** can, however, cancel services or refuse to provide them if, in their opinion, your demands are excessive, unreasonable or impracticable.

Remember: Always carry all documentation when driving and never leave it in an unattended vehicle.

Benefits and services are provided by RAC Motoring Services and/or RAC Insurance Limited (Company nos. 1424399 and 2355834). Registered office: RAC House, 1 Forest Road, Feltham, TW13 7RR. RAC Motoring Services (in respect of insurance mediation activities only), and RAC Insurance Limited are authorised and regulated by the Financial Services Authority and within the jurisdiction of the Financial Ombudsman Service and Financial Services Compensation Scheme.

Telephone Numbers

If you require Breakdown or Accident Assistance, please use these telephone numbers.

Calls from Republic of Ireland

01800 535 005

Calls from France and Monaco

0800 290 112

Calls from the rest of Europe

+(33) 472 435 255

+ indicates you should precede the number with the access code from the country in which you are telephoning.

Access Codes

7 omit 33 Andorra

00 Austria, Belgium, *Bulgaria, Cyprus, Czech Republic, Denmark, Germany, Gibraltar, Greece, Hungary, Italy, Liechtenstein, Luxembourg, *Malta, *Morocco, Netherlands, *Poland, Portugal, *Romania, San Marino, Slovakia, Spain, Switzerland, *Tunisia, *Turkey, Vatican City

99 *Croatia, *Slovenia (availability of service is subject to prevailing conditions)

009 Sweden

095 Norway, Finland

No Number Israel and Iceland

* Breakdown Assistance will only apply if **you** have issued with an International Motor Insurance Card (**Green Card**)

RAC do not operate in Israel and Iceland. In these countries **you** are advised to pay for the services yourself. On your return to the UK **you** should claim for the costs by sending receipts to **RAC**. Costs that can be claimed will only be those described in the Continental Assistance Section and will not include the cost of spare parts, etc.

Exceptions to this clause

Breakdown Assistance (including continental breakdown assistance) will not cover

1. the cost of any ferry crossings or toll charges
2. the cost of recovery of **your vehicle** if it is stuck in water, a bog, a ditch or on a beach or if it has been overturned, unless this forms part of your insurance claim
3. the repair or recovery of **your vehicle** if it breaks down at the premises of a motor trader
4. the cost or spares, petrol, oil, keys or other materials and garage labour
5. the carriage of any livestock which require special transportation facilities
6. any vehicle which
 - is over 5.5 metres in body length
 - is a caravan or **trailer** over 7 metres in body length
 - is carrying a dangerous or illegal load
 - cannot be recovered by normal trailers or transporters.

In addition to accident and breakdown assistance the following improved benefits in cover also apply but only where you have chosen comprehensive cover.

Increased rugs, clothing and personal effects cover

The maximum amount payable for any one incident under Section 5 of this policy is increased to £350.

All other terms and exceptions applicable to Section 5 continue to apply.

Increased medical expenses cover

The amount payable under Section 4 of this policy if **you** or any other occupant of **your vehicle** is injured as a direct result of **your vehicle** being in an accident is increased to £350 in respect of each person injured.

All other terms and exceptions applicable to Section 4 continue to apply.

Personal Accident Cover

If you or the driver of **your vehicle** suffer accidental bodily injury in direct connection with **your vehicle** within the **territorial limits**, we will pay to the injured person £5,000 if, within 3 months of the accident, the injury is the sole cause of:

- death
- irrecoverable loss of sight in one or both eyes
- loss of any limb.

The most we will pay any one person after any accident is £5,000.

The most we will pay any one person during any one period of insurance is £10,000.

If **you** or the driver of **your vehicle** have any other policies with us in respect of any other motor vehicles, **you** or that person will only be able to obtain compensation for injuries under one policy.

This personal accident insurance does not cover:-

- death or bodily injury arising from suicide or attempted suicide
- anyone who is 70 years old or older at the time of the accident.

notes



**NORWICH
UNION**
an AVIVA company

Norwich Union Insurance Limited
Registered in England Number 99122
Registered Office 8 Surrey Street Norwich NR1 3NG
Authorised and regulated by the Financial Services Authority