

# [ Vans Policy ]

enterprise





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## **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

Or

Telephone 01422 325060

## 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 Emergency Helpline.
- 7) In other circumstances, phone our Claims Incident Control Unit 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 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:

- FREE 24hr Emergency Helpline - 0500 32 22 32
- FREE 24hr Accident Recovery Service (UK)
- FREE 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 0845 300 4006 to register your claim. Alternatively, outside office hours, Freecall **0500 32 22 32** where your details will be fed through to our Claims Centre so you do not need to make another call.

Within the hour, our service provider will be on hand to transport you, and up to five passengers, to your home or intended single destination within the UK. They will then take your vehicle to a 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 FREE 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

Our service provider has a Rapid Response Pledge which means that if they do not arrive within an hour of initial contact you will be entitled to £10 compensation.

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

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

Our Incident Control Unit 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 where you have chosen COMPREHENSIVE cover. 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 regularly visit them to ensure that they continue to meet the required performance levels within pre-agreed costs.

The benefits of the Priority Repairer Scheme are:

- In the event of a claim you simply call our Incident Control Unit
- 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 3 year 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 or outside office hours Freecall 0500 32 22 32 to access our Priority Repairers.

## **How to use the Royal & SunAlliance windscreen 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 and they will be on their way within minutes.

If your windscreen needs replacing you will be responsible for the first £50 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 £50 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 a 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 290 6900 (24 hours).

## **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 26 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 Lawcare?**

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 LawCare, 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.

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

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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 29 to 33 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 van:

- 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

### 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 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

## 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 a Motor Vehicle or
- B) has previously held a licence to drive a 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 vehicle which is supplied to You via our Service Provider as part of the Royal & SunAlliance Vans Scheme following loss or damage to the Motor 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

**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

**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) £20,000 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) £5,000 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

## 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:

- 1) caused by fire, lightning, explosion or Theft
- 2) 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 £50 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 ignition key in or on the 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 1A 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

## 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 the Motor Vehicle**

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

You must ensure that reasonable precautions are taken at all times to 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 Monthly Premium Cancellation**

Your policy has an insurance period of twelve months and your legal contract with us is for this period. We may have agreed to you paying your premium by monthly instalments.

If you miss a monthly premium we will send you a notice to your last known address, asking you to pay the premium you have missed. If you do not pay the premium you have missed by the date given in the notice, we will cancel all cover under your policy.

If you want to cancel the credit agreement, but not your policy, you must write to us. We will then send you a reply telling you how much you will have to pay for the rest of the insurance period. If this amount is not paid by the date given in our reply to you, then we will cancel all cover under your policy.

If you want to cancel the monthly premium instalment agreement, you should also tell your bank, building society or Girobank to cancel your direct debit arrangement.

## **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 1a 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', Part B No Claim Discount and Part 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 - LawCare

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

### A Cover Which We Provide Under Section 9 - LawCare

- 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 - LawCare

- 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 - LawCare

### 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 an 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 an 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 an 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 an 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 the LawCare 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

# 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 decision issued. However if resolution is not possible they will issue a response within 8 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  
e-mail: [enquiries@financial-ombudsman.org.uk](mailto:enquiries@financial-ombudsman.org.uk)  
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.



