

Important Information

We are introducing some changes to your policy from this renewal.

This leaflet is only a summary of the main changes and does not form part of the contract between us. It is very important that you read this document, if you wish to view a copy of the full updated policy wording please call **0345 246 0453** to request a copy. If you have any questions, please do not hesitate to contact us.

We have not given you a personal recommendation as to whether this policy is suitable for your specific needs and just to let you know our consultants may receive a bonus if you purchase any cover with us.

With effect from the 12th June 2019 we have amended part of the policy wording to make it clearer.

Your policy wording

You and we may choose which law will apply to this policy. Unless both parties agree otherwise English law will apply. We have supplied this policy and other information to you in English and we will continue to communicate with you in English.

Policy definitions

Keys – Physical key, device or smart access provided with **your car** by the manufacturer that allows **you** to access and/or move **your car**.

Section C – What is not covered

We will not cover:

loss or damage caused by theft or attempted theft if any security device fitted to **your car** by the manufacturer is not operational when **your car** is left unattended.

Section G Territorial limits and foreign use

Countries included:

Serbia has now been added to the list

General conditions which apply to Sections A to H

6. Taking care of your car

Make sure any security device fitted to **your car** by the manufacturer is operational when **your car** is left unattended.

With effect from the 5th December 2018 we have added the following FAQ:

Do you have a National Network of Repairers?

Yes, we have a UK-wide repair network who will deal with all aspects of your repair, they will arrange a time to collect your car, undertake the repairs and on completion deliver your car back to you.

With effect from the 5th December 2018 we have amended part of the wording to make it clearer:

Exceptions which apply to sections B, C and D

The valuation of **your** cherished plate is not included in any valuation of **your** claim.

The cost of placing the cherished plate on retention where following a claim **your car** is beyond economical repair. The loss of use of the cherished plate where **you** have failed to place the plate on retention in good time where following a claim **your car** is beyond economical repair.

Conditions which apply to sections B, C and D

4. Repairs

When **our approved repairers** carry out the repairs, **you** do not need an estimate. Repairs carried out by **our approved repairers** are guaranteed for five years unless **you** sell **your car**.

Where **we** have agreed with **you** for reasonable and necessary repairs to be carried out at a repairer of **your** choice, **you** must give **us** full details of the incident and **we** must approve the detailed repair estimate before the work begins. Unless repairs are carried out by **our approved repairers** they are NOT guaranteed by **us** even though **we** may pay for those repairs directly.

5. Uneconomical repairs

If **your car** is uneconomical to repair (written off) and **we** agree to settle **your** claim on that basis, **you** still owe **us** the total yearly premium (whether **you** pay annually or by monthly instalments under a credit agreement) as **we** will have met **our** responsibilities to **you** under the **policy**.

Once **we** settle **your** claim, **your car** will become **our** property and **you** must send **us** the registration document. All cover will then end unless **we** agree differently. **We** will not refund any of **your** premium if **you** pay annually.

If **you** pay by instalments under a credit agreement **you** must pay to **us**:

- (1) all instalment payments that have already fallen due under the credit agreement and remain unpaid; and
- (2) the total remaining balance under the credit agreement.

If **we** agree to pay **your** claim and **you** have not paid the amounts due to **us** under (1) and (2) above, **we** may reduce the amount that **we** pay in settlement of **your** claim by the amount that **you** owe **us**. Alternatively, **we** may write to **you** asking **you** for the full payment.

Section G – Territorial limits and foreign use

3. Extending your policy cover abroad

For an extra premium, **your policy** can be extended for an agreed period to provide the same level of cover under section B, C & D as **you** have in the territorial limits, (providing **you** currently have this cover – please refer to **your schedule**). **Your car** will also be covered during journeys between those countries by a recognised carrier. However, **you must** call **us** to arrange cover.

Section H – Uninsured Loss Recovery (optional extra)

This section only applies if it is shown on **your schedule**.

This cover can be used to claim **your** uninsured losses if **you** and **your car** are involved in a road traffic accident with a moving vehicle, as defined by the Road Traffic Act, where someone else is to blame.

We will pay the **costs** to help **you** claim **your** uninsured losses from the person who was to blame for the accident.

Examples of what uninsured losses **you** may claim for include:

- compensation for **your** death or physical bodily injury;
- accident repair costs if **you** do not have comprehensive cover;
- damage to any belongings in **your** car that **you** are legally responsible for; or
- any other financial losses incurred as a direct result of the accident.

Definitions

The following definitions apply to this section and are in addition to those shown on page 6 of the policy.

Appointed representative or Solicitor – The **preferred law firm, solicitor**, or other suitably qualified person appointed by **us** to represent **you** under this section of the **policy**.

Costs

- a) All reasonable, necessary and proportionate legal fees, expenses and disbursements charged by the **appointed representative** and agreed by **us**. Legal fees, expenses and disbursements will be assessed on the standard basis or in accordance with any fixed recoverable costs scheme, if applicable;
- b) The fees incurred by **your** opponent which **you** are ordered to pay by a court and any other fees **we** agree to in writing.

Court – Court, tribunal or other suitable authority.

Preferred law firm – The law firm **we** choose to provide legal services. These legal specialists are chosen as they have the expertise to deal with **your** claim and must comply with **our** agreed service standards.

Reasonable prospects of success – **We** and the **appointed representative** agree that there is a better than 50% chance that **you** will:

- a) obtain a successful judgment; and
- b) recover **your** losses or damages or obtain any other legal remedy **we** agree to, including an enforcement of judgment, making a successful appeal or defence of an appeal.

Terms of appointment – A separate contract which **we** will require the **appointed representative** to enter into with **us** if they are not a **preferred law firm**. This contract sets out the amounts **we** will pay the **appointed representative** under **your policy** and their responsibilities to report to **us** at various stages of the claim.

Territorial limits – Jersey, Guernsey, Isle of Man and any country which the Commission of the European Community approves as meeting the requirements of Article 8 of EC Directive 2009/103/EC on Insurance of Civil Liabilities arising from using motor vehicles.

What is covered

This cover can be used to claim **your** uninsured losses if **you** and **your** car are involved in a road traffic accident with a moving vehicle, as defined by the Road Traffic Act, where someone else is to blame.

We will pay the **costs** to help **you** claim **your** uninsured losses from the person who was to blame for the accident. The most **we** will pay for all claims, including any appeal or counterclaim that arise from the same incident is £100,000 (including VAT).

Cover will be provided as long as:

- a) **we** and **your appointed representative** agree **your** claim has reasonable prospects of success for the duration of the claim;
- b) at the time of the incident, **your car** is being used by a person identified in, and for a purpose allowed by, **your certificate of motor insurance**;
- c) the incident happens within the **territorial limits** and during a period cover was in force; and
- d) any legal proceedings will be carried out within the **territorial limits** by a **court**.

Exceptions which apply to Section H – Uninsured Loss Recovery

See also the general exceptions which apply to the whole **policy**.

We don't cover claims arising from or relating to:

- a) **costs** that relate to the period before **we** accept **your** claim;
- b) fines, penalties, compensation or damages which **you** are ordered to pay by a **court**;
- c) a dispute with **us** about this section of the **policy** other than as shown under 'How to make a complaint' on page 25;
- d) loss or damage that is insured under another section of this **policy** or any other insurance policy;
- e) any appeal where **we** did not provide cover for the original claim; or
- f) incidents which begin before the cover started;
- g) psychological injuries or mental illness unless they result from an insured event that also causes physical bodily injury to **you**;
- h) action against another person who is insured by this **policy**, where that person is to blame for the accident.

Conditions which apply to Section H – Uninsured Loss Recovery

See also the general conditions which apply to the whole policy. General conditions 2, 3 and 4 on page 21 do not apply to Section H – Uninsured Loss Recovery

1. Observing the policy terms

You must comply with all of the terms and conditions of this **policy**, take all reasonable precautions to minimise the cost of claims and to prevent a claim from happening. If **our** position is prejudiced as a result of **you** not observing any of the terms and conditions of this **policy**, **we** have the right to:

- refuse or withdraw from any claim;
- refuse to pay **costs we** have already agreed to meet; and
- claim back from **you costs** that **we** have paid.

2. Reporting your claim

- a) **You** must report full and factual details of **your** claim to **us** within a reasonable time of it happening.
- b) **You** must send **us** any information that **we** ask for that is reasonable and relevant to **your** claim (**you** must pay any charges involved in providing this information).

3. Choosing an appointed representative

- a) **You** have the right to choose an **appointed representative** to safeguard **your** interests from the time **you** have the right to make a claim under this **policy**. This includes the right to choose the **solicitor** to serve **your** interest in any inquiry or proceedings or if a conflict of interests arises.
- b) If **you** choose an **appointed representative** who is not a **preferred law firm** they must agree to act for **you** in line with **our terms of appointment** (**you** can ask **us** for a copy). Cover for their **costs** will only commence from the date they agree to **our terms of appointment**.
- c) The **appointed representative** will enter into a separate contract of appointment directly with **you**. **You** will be responsible for costs incurred by the **appointed representative** which are not authorised by **us**.

4. Co-operating with the appointed representative and us

- a) If **we** ask, **you** must tell the **appointed representative** to give **us** any documents, information or advice that they have or know about.
- b) **You** must fully co-operate with the **appointed representative** and **us**, and not take any action that has not been agreed by **your appointed representative** or by **us**.
- c) **You** must keep **us** and the **appointed representative** continually and promptly informed of all developments relating to the claim and provide **us** and the **appointed representative** immediately with all information, evidence and documents that **you** have or know about.
- d) **You** must get **our** permission before instructing a barrister or an expert witness.
- e) **We** can contact the **appointed representative** at any time, and he or she must co-operate fully with **us** at all times.

5. Barrister's opinion

If there are conflicting opinions over **reasonable prospects of success** **you** will be required to obtain an opinion from a barrister; the choice of the barrister needs to be agreed between **you** and **us**. **You** will be responsible for paying for the opinion unless it shows that **your** claim has **reasonable prospects of success**.

6. Settling or ending your claim

- a) **You** must tell **us** if anyone makes a payment into **court** or offers to settle **your** claim.
- b) **You** must not stop, settle, negotiate or withdraw from a claim or withdraw instructions from the **appointed representative** without **our** approval. **We** will not withhold our approval without good reason.

- c) If an **appointed representative** refuses to continue acting for **you** with good reason, or if **you** dismiss them without good reason, cover for **your** claim will end immediately unless **we** agree to appoint another **appointed representative**.
- d) **We** can decide to settle **your** claim by paying **you** the compensation **you** are likely to be awarded by a **court** instead of starting or continuing **your** claim or legal proceedings. If **your** claim is not for damages, **we** may decide to settle **your** claim by paying **you** the equivalent financial value of **your** claim.
- e) **We** can refuse to pay further **costs** if **you** do not accept a payment into **court**, or an offer to settle a claim, which **we** or **your appointed representative** considers should be accepted.
- f) **We** can refuse to pay further **costs** if **we** or the **appointed representative** consider that those **costs** would be disproportionate to the value of the claim.
- g) **You** must tell **us** if **your** claim no longer has **reasonable prospects of success**.
- h) **We** can refuse to pay further **costs** if **your** claim no longer has **reasonable prospects of success**.

7. Assessing and recovering costs

- a) **We** have the right to have **costs** certified by the appropriate professional body, audited by costs draftsmen **we** choose or assessed by a **court**.
- b) **You** must tell **your appointed representative** to claim back all **costs** that **you** are entitled to. If **costs** **we** have paid are recovered, **you** must refund them to **us**.
- c) **We** and **you** will share any **costs** that are recovered where.
 - i) **We** refused to pay further **costs** and **you** paid more **costs** to end **your** claim.
 - ii) **You** chose to pay the difference between the **costs** **we** offered to the **appointed representative** under **our terms of appointment** and the **costs** charged by the **appointed representative**.

We and **you** will each receive the same percentage of the recovered **costs** as originally paid.

8. Cancellation

You can cancel this section of **your policy** at any time by telling **us** either over the phone or in writing.

- If **you** cancel this section before cover is due to start, **we** will return any premium **you** have paid in full.
- If **you** cancel this section after it has started **we** will return any premium paid less a charge for the number of days for which cover has been given.

We will not refund any premium if **you** have made a claim or if one has been made against **you** during the period of cover.

General conditions which apply to sections A to H

5b. Cancellation by you

We will not refund any premium if **you** have made a claim or if one has been made against **you** during the period of cover (regardless of whether **you** pay annually or by monthly instalments under a credit agreement).

If **you** pay by instalments under a credit agreement **you** must pay to **us**:

- (1) all instalment payments that have already fallen due under the credit agreement and remain unpaid; and
- (2) the total remaining balance under the credit agreement.

If **we** agree to pay **your** claim and **you** have not paid the amounts due to **us** under (1) and (2) above, **we** may reduce the amount that **we** pay in settlement of **your** claim by the amount that **you** owe **us**. Alternatively, **we** may write to **you** asking **you** for the full payment.

If **you** are a resident of Northern Ireland, Isle of Man or the Channel Islands **you** must return the **certificate of motor insurance** to **us**.

11. If you miss a payment

If **we** have been unable to collect the instalment payment(s) due under **your** credit agreement on the date(s) due, **we** will write to **you** in order to give **you** the opportunity to make the payment(s).

If any instalment amount remain(s) unpaid by the date **we** set out in **our** letter, **we** will give **you** 14 days' notice that **we** will cancel **your policy**, and inform **you** in writing when this cancellation has taken place.

If **you** have made a claim, or one has been made against **you** before the date that **we** cancel the **policy you** must pay to **us**:

- (1) all instalment payments that have already fallen due under the credit agreement and remain unpaid; and
- (2) the total remaining balance under the credit agreement.

If **we** agree to pay **your** claim and **you** have not paid the amounts due to **us** under (1) and (2) above, **we** may reduce the amount that **we** pay in settlement of **your** claim by the amount that **you** owe **us**.

Alternatively, if **you** are in arrears at the time of the claim, **we** may refuse **your** claim.

12. If you owe us an additional premium (previously If you have not paid your premium)

We may refuse **your** claim. If **we** agree to allow **your** claim, **we** may deduct any additional premium from any claim payment **we** make to **you** or **we** may proportionately reduce any payment **we** make to **you**.

RBS Car Insurance Privacy Notice:

Your information

Although we haven't changed the way we collect, use and share your information, we would like to remind you that full details of how we use it and who we share it with is available to view on our website (www.u-k-insurance.co.uk/rbs.html) or you can call us if you would like a paper copy.