

Premier

Your Premier

Motor Insurance Policy

## Useful Numbers

### **For changes to your policy:**

0345 246 2109

(Lines are open 8am-8pm Monday to Friday and 9am-5pm on Saturdays)

### **To make a claim:**

0345 246 2109

(Lines are open 24 hours a day, 7 days a week)

### **For Breakdown Assistance:**

In the UK: 0800 533 5217

In Europe: +44 (0) 1423 847585

(Lines are open 24 hours a day, 7 days a week)

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## Welcome to Royal Bank of Scotland Premier motor insurance

Welcome to Royal Bank of Scotland Premier motor insurance – providing you with an enhanced level of cover to insure your car both on and off the road, and access to our 24/7 claims helpline.

Royal Bank of Scotland Premier motor insurance includes a range of features and benefits to ensure you and your cars are well covered:

- The option to cover your cars, including sports or classic cars, under one policy with one renewal date.
- Select our enhanced courtesy car cover and, in the event of an accident, where possible, we will provide you with a similar vehicle to yours.
- New car replacement, with one of the same make and model, in the event of your car being written off within the first 24 months of vehicle registration.

If you would like to speak to us: **Call 0345 246 2109.**

### How to make a claim on your Royal Bank of Scotland Premier motor insurance policy

Please contact us as soon as possible and claims handlers will be assigned to your case. We will commence work on settling your claim, ensuring the minimum of inconvenience and paperwork.

For added assurance, we also offer prompt authorisation and a lifetime guarantee for any repairs carried out by our recommended repairers, unless you sell your vehicle. Assistance is available 24 hours a day, seven days a week.

If you need to make a claim: **Call 0345 246 2109.**

### Optional breakdown cover

Breakdown cover provided by Green Flag can also be available as part of Royal Bank of Scotland Premier motor insurance. If you have chosen to select it, details will be provided in your policy schedule.

- UK call centres are open 24 hours a day, seven days a week, so help is always at hand.
- We give priority to people in a vulnerable position and we will give you the choice of a hire car or alternative travel to your destination.
- If your vehicle cannot be fixed at the roadside, we'll give you the choice of a hire car or alternative travel to your destination.

### What to do in the event of a breakdown

**GREEN FLAG**  If you have selected breakdown cover – call our breakdown service team and we will send assistance as soon as possible, to get you and your car back on the road.

For 24/7 breakdown assistance:

**Call UK 0800 533 5217**

**Europe +44 (0) 1423 847585**

### Help when you need it most

#### Customer service

If you have any questions about your Royal Bank of Scotland Premier motor insurance policy, or if you would like to talk to us about other Royal Bank of Scotland Premier insurance products, call **0345 246 2109**. Our lines are open between 8am-8pm Monday to Friday and 9am-5pm on Saturdays.

Just to let you know, our consultants may receive a bonus if you purchase any cover with us.

#### Royal Bank of Scotland Premier breakdown cover (if selected)

If you would like to speak to us about adding breakdown cover to your Royal Bank of Scotland Premier motor insurance policy, call **0345 246 2109**.

#### Legal advice

For expert legal advice, contact us on **0800 533 5257**. Lines are open 24 hours a day, seven days a week.

#### Keeping your policy up to date

Should your circumstances change, whether you would like to add a new car to your policy or you're moving house, Royal Bank of Scotland Premier motor insurance has been designed to be flexible to your changing needs. To keep your cover up to date, call our dedicated UK customer service team on **0345 246 2109**.

### Royal Bank of Scotland Premier insurance, here for all your insurance needs

In addition to car insurance and breakdown cover, our exclusive range of Premier insurance products also includes home, travel and pet insurance, each offering the same expert cover and a more personal level of service.

For your convenience, we offer the flexibility to meet all your insurance needs, bringing your cover together. This means one payment date and one renewal date.

For more information: Call **0345 246 2109**

Or visit [rbs.co.uk/premierinsurance](https://www.rbs.co.uk/premierinsurance)

## Terms and conditions of your policy

Royal Bank of Scotland Premier insurance is arranged by The Royal Bank of Scotland plc and underwritten by U K Insurance Limited.

This **policy** booklet gives full details of **your** cover. **You** should read it along with **your schedule** and **certificate of motor insurance**. Please keep all **your** documents in a safe place.

This **policy** is evidence of the contract between **you** and **us**, U K Insurance Limited, based on information **you** have given to **us**.

Please read **your schedule of insurance** and these **policy** conditions to make sure **you** know exactly what **your** insurance covers. Check all the **policy** details and **your** proposal confirmation, which sets out the information **you** have given **us**, carefully. If **you** think there is a mistake or **you** need to make changes, **you** should notify **us** immediately. Failure to provide correct information or inform **us** of any changes could adversely affect **your policy**, including invalidating **your policy** or claims being rejected or not fully paid.

In return for receiving and accepting the premium, **we** will provide insurance under this **policy** for the sections shown in the **schedule** as applying for the accident, injury, loss or damage which has happened in the **territorial limits** during the **period of insurance**.

**You** and **we** may choose which law will apply to this policy. Unless both parties agree otherwise, English law will apply.

However, if **you** are resident in Jersey, Guernsey, Alderney or the Isle of Man, the law of the island where **you** are resident will always apply to **your policy** and any dispute in relation to it will be within the jurisdiction of that island's relevant court.

**We** have supplied this policy and other information to **you** in English and **we** will continue to communicate with **you** in English.

## Meaning of words

### Royal Bank of Scotland Premier motor insurance policy definitions

Wherever the following words or expressions appear in **your policy**, they have the meaning given here unless **we** say differently.

**Accessories** – parts or products specifically designed to be fitted to the vehicle, including **your** electric car's charging cables and the charger installed at **your** home. **We** may treat some **accessories** as **modifications**, so please tell **us** about any alterations to **your car** or **your motorcycle**.

**Appointed representative** – The **preferred law firm**, solicitor, or other suitably qualified person appointed by **us** to represent **you** under Section I – Motor Legal Protection.

**Approved repairer** – a repairer **we** have approved and authorised to repair **your car** following a claim under Section B of this **policy**.

**Approved windscreen supplier** – a repairer **we** have approved and authorised to repair or replace **your** windscreen, as included on **your schedule** and **certificate of motor insurance**.

**Certificate of motor insurance** – this document provides evidence that **you** have taken out the insurance **you** must have by law. It identifies who can drive **your car** or **your motorcycle** and the purposes for which **your car** or **your motorcycle** can be used.

**Convertible** – these are motor vehicles in which the roof is removable and/or can retract and are often referred to as cabriolets, roadsters and/or soft/hard tops.

**Convictions** – these include all motoring **convictions**, fixed penalties or disqualifications, including points and speed camera offences.

**Costs** – Section I – Motor Legal Protection.

- a) All properly incurred, reasonable 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.

**Endorsement** – an agreed change to the **terms** of the **policy**.

**Excess** – the amount **you** must pay towards any claim. The compulsory **excesses** for young or inexperienced drivers are as follows:

- £450 for any driver under the age of 21;
- £250 for any driver between the ages of 21 and 24;
- £200 for any driver over 25 who has held a full UK/EU licence for less than 12 months, currently holds a provisional licence or holds a non-EU licence.

These **excesses** are in addition to any **excess** noted on the **schedule** and are applicable to all claims made under any section of this **policy** except for Sections A, F, I, J and K and unless otherwise stated.

**Hazardous goods** – goods or substances referred to in the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR), i.e. explosive substances and articles, gases, flammable liquids, flammable solids, self-reactive substances and solid desensitised explosives, substances liable to spontaneous combustion, substances which, in contact with water, emit flammable gases, oxidising substances, organic peroxides, toxic substances, infectious substances, radioactive material and corrosive substances.

**Hazardous locations** – power stations, nuclear installations or establishments, refineries, bulk storage or production premises in the oil, gas or chemical industries, bulk storage or production premises in the explosive, ammunition or pyrotechnic industries, Ministry of Defence premises and Military bases – other than in any area designated for access or parking by the general public.

**Household member** – any person(s) permanently residing with **you**, including any person(s) living within the grounds of **your** or **your partner's** residence(s).

**Imported car** – a car that may have been registered in the UK but which was not originally built to be sold in the UK.

**Insured person** – any person(s) named on the **certificate of motor insurance** as a permitted driver/rider.

**Intoxicated** – any level of alcohol and/or drug content in blood, urine and/or breath samples that exceeds the legal limit for driving a motor vehicle.

**Loss of any limb** – severance at or above the wrist or ankle, or the total and irrecoverable loss of use of a hand, arm, foot or leg.

**Market value** – the cost of replacing **your car** or **your motorcycle** with another of the same make and model and of a similar age and condition at the time of the accident or loss.

**Misfuelling** – the accidental filling of the fuel tank with inappropriate fuel for **your car**.

**Modifications** – any changes to **your car's/your motorcycle's** standard specification, not including cosmetic optional extras at manufacture. **Modifications** include, but are not restricted to, changes to the appearance and/or the performance of **your car/your motorcycle** (including wheels, suspension, bodywork and engine) and include changes made to **your car/your motorcycle** by the previous owner(s).

**Motorcycle** – a mechanically propelled two-wheeled vehicle, with or without a sidecar attached. 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, is also classed as a **motorcycle**.

**Motorcycle trailer** – a **trailer** specifically designed to be towed by a **motorcycle** that has a greater cc than 125, the **trailer** being no wider than 1 metre (3 ft 3 in) and the

distance between the rear axle of the **motorcycle** and the rearmost part of the **motorcycle trailer** not exceeding 2.5 metres (8 ft 2 in). The laden weight of the **motorcycle trailer** must not exceed 150 kg (330 lb) or two-thirds of the kerbside weight of the **motorcycle**.

**Motor proposal confirmation** – the document recording the statements made and information **you** gave or which was given to **you** when **you** bought **your policy**.

**Partner** – **your** husband, wife, civil **partner** or someone **you** are living with as if **you** are married to them.

**Period of cover** – the period stated on the motor insurance **schedule**

**Policy** – this **policy** booklet, **schedule**, **motor proposal confirmation** and **certificate of motor insurance**.

**Preferred law firm** – The law firm **we** choose to provide legal services under Section I – Motor Legal Protection. 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** – Section I – Motor Legal Protection. For 1. Road traffic accidents and 3. Motor contract dispute cases, **we** and the **appointed representative** agree that there is a better than 50% chance that **you** will:

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

For 2. Motoring Prosecution defence cases, **we** and the **appointed representative** agree that there is a better than 50% chance of **you** successfully mitigating **your** sentence or fine or making a successful appeal or defence of an appeal.

**Road Traffic Act** – 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.

**Schedule** – the document that identifies the policyholder and sets out details of the cover **your policy** provides.

**Terms** – all **terms**, exceptions, conditions and limits which apply to **your policy**.

**Terms of appointment** – Section I – Motor Legal Protection. A separate contract which **we** will require the **appointed representative** to enter into with **us** if the **appointed representative** is 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** – Section I – Motor Legal Protection. The **United Kingdom**. For claims relating to 1. Road Traffic Accidents and 2. Motoring Prosecution defence, the **territorial limits** include 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.

**Total loss** – when the cost of repairing **your car** or **your motorcycle**, combined with its salvage value, exceeds the **market value** or the agreed value (Section E (1)), if this is noted on **your schedule**.

**Track day** – when **your car** or **your motorcycle** is driven on a racing track, on an airfield or at an off-road event, including time trials and speed tests.

**Trailer** – any form of **trailer** that has been specially built to be towed by a motor car.

**United Kingdom** – Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

**We, us, our** – U K Insurance Limited.

**You, your** – the person named as the policyholder in the **schedule**.

Under Section I – Motor legal protection, the definition of **You/Your** is extended as follows:

- For Road traffic accident claims, the definition of **You/Your** is extended to include authorised drivers, as shown in the **certificate of motor insurance**, and any passengers.
- For Motor prosecution defence claims, the definition of **You/Your** is extended to include authorised drivers as shown in the **certificate of motor insurance**.
- For Motor contract, **You/Your** means the policyholder.

If Sections J or K breakdown cover is included on **your schedule**, this definition is extended under these section(s) to include authorised drivers, as shown in the **certificate of motor insurance**, and any passengers.

**Your car** – the vehicle described in the current **schedule** not exceeding 3.5 tonnes GVW (Gross Vehicle Weight). In Section B ‘Damage to **your car**’, the term ‘car’ also includes its **accessories** and spare parts, whether they are on or in the car or in a secure building within the grounds of **your residence(s)**. For the purpose of claims under the Uninsured loss recovery in Section I, the definition of **Your car** includes any car covered under Section A 1b – Driving Other Cars.

**Your van** – A vehicle designed to carry goods and 4 or less passengers. The vehicle must weigh less than 3.5 tonnes GVW (Gross Vehicle Weight). If **your** vehicle is a van, all references in the **policy** to **your car** also mean **your van**.

**Your motorcycle** – The vehicle described in the current **schedule** if a mechanically propelled two-wheeled vehicle, with or without a sidecar attached. 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, is also classed as a **motorcycle**. In Section F, up to a maximum of £100 in respect of **accessories** and spare parts relating to **your motorcycle** while these are on **your motorcycle** is included.

## Your cover

### Section A Liability to other people

If **you** make any claims or a third party makes any claim against **you** under Section A, **your** no claim discount will be affected unless otherwise stated.

#### 1a Cover for you

**We** will cover **you** for **your** legal liability to other people arising from an accident which involves **your car** and:

- **you** kill or injure someone;
- **you** damage someone else's property.

This cover also applies to an accident involving a **trailer** or vehicle **you** are towing.

#### 1b Driving other cars

If stated on **your certificate of motor insurance**, this **policy** provides the same cover as above (1a) when **you** are driving any other motor car, as long as **you** or **your partner** do not own it and it is not hired to **you** or **your partner** under a hire-purchase or leasing agreement.

This cover only applies if:

- there is no other insurance in force which covers the same liability;
- **you** and/or **your partner** have the owner's permission to drive the car;
- the car is registered in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands;
- the car is being driven in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands; and
- **you** still own **your car** and it has not been damaged beyond cost-effective repair.

**Note – There is no cover under clause 1b for damage, fire or theft to the car you or your partner are driving.**

#### 2 Cover for other people

**We** will also provide the cover under Section 1a for:

- anyone insured by this **policy** to drive **your car**, as long as they have **your** permission;
- anyone **you** allow to use but not drive **your car**;
- anyone who is in, or getting into or out of, **your car**;
- accidents caused by any electric charging cables when attached to **your car**, as long as **you** have taken due care to prevent such an accident;
- the employer or business partner of anyone covered by this section; or
- the legal personal representative of anyone covered under this section if that person dies.

### 3 Costs and expenses

#### a) Legal costs

If there is an accident covered by this **policy**, **we** have the option, entirely at **our** discretion, to pay the reasonable legal costs and/or expenses to defend or represent **you** or any driver covered by this **policy**:

- at a coroner's inquest or fatal accident inquiry and/or;
- in criminal proceedings arising out of the accident.

**We** must agree to all legal costs and/or expenses beforehand. If **we** agree to pay such legal costs and/or expenses, **we** will advise **you** as to the extent of any assistance **we** will give.

#### b) Emergency medical treatment

**We** will pay for emergency treatment fees as set out in the **Road Traffic Act**. If **we** make a payment under this section only, it will not affect **your** no claim discount.

#### 4 Payments made outside the terms of the policy

If, under the law of any country, **we** must make a payment that is not covered by the **policy**, **we** have the right to recover this payment from **you** or the person who is liable.

#### Exclusions to Section A

**What is not covered:**

**We** will not cover:

- loss of, or damage to, any car **you** drive or any **trailer** or vehicle **you** tow;
- anyone who has other insurance covering the same liability;
- death or injury to anyone while they are working with, or for, the driver of the car, except as set out in the **Road Traffic Act**;
- damage caused by an **insured person** to any property they own or are responsible for;
- liability for more than £20,000,000 for any claim or series of claims for loss of, or damage to, property, including any indirect loss or damage caused by one event (including all costs and expenses);
- liability caused by acts of terrorism as defined in the Terrorism Act 2000, except as is strictly required under the **Road Traffic Act**;
- legal costs or expenses related to charges connected with speeding, driving under the influence of alcohol or drugs, or for parking offences;
- any liability that is not required to be covered under the **terms** of the **Road Traffic Act** whilst **you** are loading or unloading directly from **your van**;
- liability for death, injury or damage when **your van** is not on a public road and is in the process of being loaded or unloaded by any person other than the driver or attendant of **your van**.

## Section B

### Loss or damage to your car

If **you** make any claims under Sections B, C, D or E, **your** no claim discount will be affected and the relevant **excess** applies unless otherwise stated.

#### 1 Loss or Damage to your car

##### What is covered:

If **your car** is lost or damaged, **we** have the option to:

- pay to repair the damage or repair the damage ourselves;
- replace what is lost or damaged, if this is more cost-effective than repairing it; or
- settle **your** claim by sending **you** a cheque or by bank transfer.

The most **we** will pay is the **market value** of **your car** at the time the loss or damage happened unless **you** have paid for and have an agreed value included on **your schedule**.

##### What is not covered:

**We** will not cover:

- the sum of all applicable **excesses** unless **your car** is stolen from a private locked garage;
- any amount greater than the **market value** for the loss or damage to **your car** or its **accessories** and spare parts;
- loss or damage to **your car** as a result of someone acquiring it by fraud or trickery while pretending to be a buyer;
- loss or damage caused by theft, or attempted theft, if the keys and/or other devices which unlock **your car** and/or enables **your car** to be started and driven are left in or on **your car** which is unattended, or if **your car** has been left unattended and not properly locked. This includes any window, roof opening, removable roof panel or hood being left open or unlocked;
- loss or damage caused by theft, or attempted theft, to readily removable in-car electronic equipment unless it is in a glove compartment or a locked boot;
- loss or damage caused by theft, or attempted theft, if any security or tracking device, which **we** insist is fitted to **your car**, has not been set or is not in full working order;
- loss or damage caused by theft, or attempted theft, if the network subscription for any tracking device which **we** insist is fitted to **your car**, is not current and operable; or
- loss or damage caused by theft, or attempted theft, if the driver recognition device for any tracking device which **we** insist is fitted to **your car**, is left in or on **your car** whilst unattended.

#### 2 Windscreen damage

**We** will pay to:

- replace or repair broken glass in the windscreen, sunroof or windows of **your car**, and repair any scratching to the bodywork caused by the broken glass, as long as there has not been any other loss or damage to **your car**; or
- replace the roof and rear windscreen assembly altogether if **your car** is fitted with a folding roof and it is more cost-effective than replacing the glass alone.

Claims under this section will not affect **your** no claim discount.

**The excess** for any glass claim is stated in the **schedule**. **We** will not pay more than the **market value** of **your car** at the time of the loss (less any **excess** that applies).

#### Exclusions which apply to Section B

**What is not covered:**

**We** will not cover:

- loss or damage caused by wear and tear or loss of value;
- any part of a repair or replacement which improves **your car** beyond its condition before the loss or damage took place;
- any mechanical, electrical or computer failure, breakdown or breakage;
- damage to tyres caused by braking, punctures, cuts or bursts;
- damage caused by pressure waves from an aircraft or other flying object travelling at or beyond the speed of sound;
- deliberate damage caused by anyone insured under this **policy**;
- loss of use or other indirect loss such as travel costs or loss of earnings, other than the cover provided by Section D (3);
- loss or damage to any **trailer**, caravan or vehicle, or their contents, while being towed by **your car**, other than the cover provided by Section C (9);
- loss or damage to contents if **your car** is a caravanette, campervan or mobile home;
- loss or damage to **your car** if, at the time of the incident, it was being driven or used without **your** permission by someone in **your** family or someone who is living with **you**. This exception does not apply if the person driving is reported to the police for taking **your car** without **your** permission;
- loss or damage due to any government, public or local authority legally taking, keeping or destroying **your car**;
- goods, tools of trade or samples connected with **your** work or any other trade, or any container for these things;
- loss or damage caused directly or indirectly by fire if **your car** or **trailer** is equipped for the cooking or heating of food or drink or sale of food and/or drink;
- any reduction to the **market value** of **your car** as a result of it being repaired;
- the draining, flushing and replenishing of the fuel from **your car** in the event of **misfuelling**.

## Conditions which apply to Section B

### 1 Hire-purchase, leasing and other agreements

If **we** know that **your car** is owned by someone else, **we** will settle any claim by paying the legal owner before **we** pay anything left over to **you**.

### 2 Parts

**We** may decide to repair **your car** with parts which have not been made by **your car's** manufacturer but which are of a similar standard. If any part or accessory is not available, the most **we** will pay for that part will be the cost shown in the manufacturer's last **United Kingdom** price list (plus reasonable fitting costs).

### 3 Removing and delivering your car

If **your car** cannot be driven as a result of a loss or damage covered under this **policy**, **we** will pay the reasonable cost of taking it to the nearest suitable repairer. **We** will also pay the reasonable cost of delivering **your car** to **you** at the address shown in the **schedule** after it has been repaired. **We** may put **your car** in safe storage before it is repaired, sold or taken for scrap. **We** will pay the reasonable cost of storage.

### 4 Repairs

If **our approved repairers** carry out the repairs, **you** do not need an estimate. Repairs carried out by **our approved repairers** are guaranteed until **you** sell **your car**.

**You** can arrange for reasonable and necessary repairs to be carried out at a repairer of **your** choice. However, **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 declared a **total loss** and **we** agree to settle **your** claim on that basis, **you** still owe the full yearly premium for that vehicle, as **we** will have met all **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.

## Section C Other benefits

### 1 Future disability

If, as a result of a claim for loss or damage covered by Section B of **your policy** and involving **your car**, **you** or a **household member** is registered disabled, **we** will have the option to:

- pay up to £10,000 for essential and suitable **modifications** to **your car**; or
- decide to contribute up to £10,000 towards the purchase of a motor vehicle adapted for **you** or a **household member's** disability.

This additional benefit will not apply if, at the time of the incident, the driver of **your car** is found to be **intoxicated**.

### 2 Injury cover

If **you** or an **insured person** are injured and unable to drive as a direct result of a loss or damage covered by this **policy** involving **your car**, for which **you** could not be held in anyway liable, **we** will:

- pay up to £3,000 for essential replacement travel expenses incurred; and
- pay these expenses for up to 12 months from the date of loss or until the affected person is able to drive, whichever is the earlier.

If **your policy** is cancelled, **our** payments will cease from the date **your policy** is cancelled. **We** will not provide this cover for an incident in which the driver obtains a **conviction**.

**We** require proof of the injury and the person's inability to drive from a physician, every 90 days from the date of the loss. **We** may request that this proof is from a physician of **our** choice.

### 3 Lock replacement

If the keys to **your car**, ignition, alarm, immobiliser, steering lock or garage door opener are lost or stolen, **we** will pay the cost of replacing the keys and the associated locks.

**We** will not pay any claim if the keys, lock transmitter or entry card are either left in or on **your car** at the time of the loss or are taken without **your** permission by a **household member**.

If **we** make a payment under this benefit of Section C only, the **excess** does not apply to this additional cover and **your** no claim discount will not be affected.

### 4 Loss of road fund licence

If **we** declare **your car** a **total loss** under Section B of **your policy**, **we** will pay for the unexpired portion of the road fund licence **you** are unable to recover from the relevant licensing authorities.

### 5 Temporary replacement car

If, as a result of loss or damage covered by this **policy**:

- **your car** cannot be used and **we** have authorised repairs, **we** will arrange a motor vehicle for **you** while **your car** is being repaired; or
- if **your car** cannot be repaired, is stolen and not recovered or is being replaced under new car replacement benefit Section C (6), **we** will provide **you** with a motor vehicle until **your** claim is settled, for a maximum period of 21 days.

## 12

When **you** are driving the replacement vehicle arranged by **us**, it is insured under **your policy**. This means that any claim for injury, loss or damage that takes place will be made under **your policy**, as long as the driver, or the person in charge of **your car**, is permitted to drive under **your policy**. Any payments **we** have to make under **your policy** for loss or damage to the temporary vehicle will be made to the supplier. **You** will also have to pay any **excess** that applies, as if the claim was made for **your car**.

The replacement motor vehicle is intended to keep **you** mobile and may not be similar in terms of the size, type, value or status of **your car**.

### 6 New car replacement

If **your car** is less than 24 months old and **you** are the first and only registered keeper, **we** will replace it with one of the same make and model if it has:

- been stolen and not recovered; or
- suffered damage covered by the **policy** and the cost of repairing it is more than 60% of the last **United Kingdom** list price.

**We** can only do this if a replacement motor vehicle is available in the UK and anyone else who has an interest in **your car** agrees.

If a suitable replacement motor vehicle is not available, or **your car** was not supplied as new in the UK, **we** will pay **you** the **market value** of **your car** at the time of the loss or the agreed value, if this benefit is shown in **your schedule**. If **we** settle a claim under this clause, the lost or damaged motor vehicle becomes **our** property and **you** must send **us** the registration document.

**We** will only replace **your car** if:

**You** or **your partner** own **your car** or are buying it under a hire purchase agreement (not a leasing, contract hire agreement or other type of agreement where ownership of **your car** does not pass to **you**).

### 7 Permanent sound and audio equipment

**We** will cover loss or damage to in-car audio, television, phone, CB radio, games-console or electronic-navigation equipment that is permanently fitted in **your car**.

This equipment must be designed to be solely operated by use of power from the electrical system of **your car**.

**What is not covered:**

- loss or damage caused by wear and tear or loss of value;
- any loss or damage as a result of any mechanical, electrical or computer failure, breakdown or breakage;
- any amount greater than the **market value** of **your car**.

If **we** make a payment under this benefit of Section C only, the **excess** does not apply to this additional cover and **your** no claim discount will not be affected.

### 8 Personal belongings

**We** will pay for the loss of, or damage to, clothing and personal belongings caused by fire, theft, attempted theft or accident, while they are in or on **your car**. The most **we** will pay for any one incident is £1,000. If **you** ask **us** to pay someone else, **we** will have no further responsibility to **you** once **we** have done so.

**What is not covered:**

**We** will not cover loss of, or damage to:

- money, credit or debit cards, stamps, tickets, vouchers, documents, securities (such as share and Premium Bond certificates), goods or samples carried in connection with any trade or business; or
- property insured under any other **policy**.

If **we** make a payment under this benefit of section C only, the **excess** does not apply to this additional cover and **your** no claim discount will not be affected.

### 9 Trailers

**We** will pay up to £3,000 for theft or physical damage to a **trailer** or non-motorised horsebox, which **you** own or are legally responsible for and which is no more than 4.6 metres or 15 feet in length, whether it is attached to **your car** or not.

**What is not covered:**

- caravans and mobile homes;
- any **trailer** adapted or designed for the purpose of selling or cooking food;
- any contents of a **trailer** or non-motorised horsebox.

The incident must be reported to the police and a crime reference number obtained.

### 10 Temporary substitution of vehicle

If **your car** is out of normal use because of its breakdown, vehicle servicing or if **your car** is being repaired due to loss or damage covered under Section B of **your policy**, **we** will cover any motor **car** supplied to **you** by the garage in possession of **your car** for up to 21 consecutive days, providing **you** do not own, hire or lease the motor **car**.

**What is not covered:**

**We** do not cover temporary substitute vehicles being used for any purpose other than replacing **your car** whilst it is out of normal use.

**We** do not pay more than the **market value** of the motor car and the engine capacity of the motor car must not exceed 3000cc.

This cover only applies if there is no other insurance in force which covers the same liability.

### 11 Total loss excess promise

As a result of a loss or damage covered by this **policy**, **you** will not have to pay **your excess** or, if **you** have already paid, **we** will reimburse **your excess** if:

- **we** declare **your car** a **total loss** or **your car** is stolen and not recovered; or
- **your car** was with a member of the motor trade for maintenance or repair; or
- **your car** was being parked by an employee of a hotel, restaurant or car-parking service.

### 12 Electric Car Accessories

Charging cables and **your** home charger are considered an accessory to **your car**, which means they are covered for accidental damage, fire and theft. **You** are also covered for any accidents involving **your** charging cables when they are attached to **your car**; for example, someone tripping over **your** cable, as long as **you** have taken reasonable steps to prevent such an accident.

Damage to **your car's** battery is covered should it be damaged as a result of an insured incident. Cover applies whether **your** battery is owned or leased.

## Section D

### Further benefits

#### 1 Carjacking and road rage

If **you** or an **insured person** is subject to a physical assault as a result of aggravated or attempted theft or any other incident involving **your car** during the **period of insurance**, **we** will pay up to £7,500 towards the cost of legal representation, medical expenses, counselling and/or any other associated expenses agreed by **us**.

Any such incident must be reported to the police within 48 hours of it happening and a crime reference number obtained.

This additional benefit does not apply if the assault is by relative(s) and/or person(s) known to **you** or caused by deliberate self-inflicted injury, suicide or attempted suicide.

This additional benefit will not apply if, at the time of the incident, **you** or an **insured person** is found to be **intoxicated**.

The most **we** will pay in any **period of insurance** is up to £15,000.

#### 2 Child car seats

If **you** have a child car seat fitted to **your car** and **your car** is involved in an accident, damaged by fire or theft or stolen and not recovered, **we** will cover **you** for the cost of replacing the child car seat with a new one of a similar standard, even if there is no apparent damage.

#### 3 Hotel expenses and loss of use

If **your car** cannot be driven after a loss or damage covered by this **policy**, **we** will either:

- pay up to £500 towards the cost of hotel expenses **you** incur for an overnight stay, if this is necessary, and **you** are more than 25 miles from **your** home or destination; or
- **we** will help **you** and **your** passengers make arrangements to get to **your** home, to **your** original destination or take **you** to a safe place.

#### 4 Illness cover

If **you** or an **insured person** has their driving licence revoked by the Driver and Vehicle Licensing Agency (DVLA) or the Driver and Vehicle Licensing Agency Northern Ireland (DVLNI) as a direct result of ill health, **we** will:

- pay up to £3,000 for essential replacement travel expenses; and
- pay these expenses for up to 12 months from the date the driving licence is revoked or until the driving licence is reinstated by the DVLA or DVLNI, whichever is the earlier.

**We** do not provide cover if the driving licence is revoked as a result of alcohol or substance abuse.

Cover will be provided as long as there is no cover in force under another insurance **policy** or Section C (2) of this **policy**.

#### 5 Medical expenses

**We** will pay medical expenses up to a maximum of £500 for each person injured in **your car** as a result of a loss or damage covered by this **policy**, as long as there is no cover in force under another insurance **policy**.

This additional benefit will not apply if a claim is made under Section D (10) of **your policy**.

#### 6 No blame promise

If **your car** is damaged as a result of a loss or damage covered under Section B and the third party involved cannot be traced or damage is a result of vandalism, which is damage caused by a malicious and deliberate act, **your** no claim discount will not be affected. On these occasions, **you** may not have to pay **your excess**, or if **you** have already paid, **your excess** will be reimbursed.

The incident must be reported to the police and a crime reference number obtained.

This additional benefit is subject to damage not being caused by **you**, an **insured person**, **your partner** or **household member**.

#### 7 No claim discount protection

If **you** are eligible for no claim discount protection and the cover is shown in **your schedule**, **your** no claim discount will not be affected by:

- one claim made during the **period of cover**; or by
- two claims arising in the three preceding years of insurance.

**You** will cease to be eligible for the benefit if claims exceed the above number.

#### 8 Personal accident

**We** will pay **you** or **your** legal representatives if **you** or **your partner** are accidentally injured while travelling in, or getting into or out of, any motor vehicle, and this injury alone results, within three calendar months of the date of the accident, in:

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

**We** will pay the benefit of £30,000.

**We will not cover:**

- any injury or death resulting from suicide or attempted suicide;
- anyone who is driving whilst **intoxicated** at the time of the accident; or
- an injured person under this **policy** if **we** insure them against personal accident under any other motor vehicle insurance **policy**.

The most **we** will pay in any **period of insurance** is one benefit of £30,000.

If **we** make a payment under this benefit of Section C only, the **excess** does not apply to this additional cover and **your** no claim discount will not be affected.

### 9 Personalised registration plate cover

If **your car** is stolen and not recovered, **we** will pay up to £5,000 for the loss of use of the personal registration plate purchased from the Driver and Vehicle Licensing Agency (DVLA) or Driver and Vehicle Licensing Agency Northern Ireland (DVLNI).

When **we** pay for this loss, the personal registration plate becomes **our** property.

If **we** are still the owners of the registration plate, **you** may repurchase the plate from **us**, for no more than the settlement amount, when the DVLA/DVLNI re-issues the plate.

### 10 Trauma

If, as a result of loss or damage involving **your car** covered by **your policy**, **you** or an **insured person** is subject to a medically diagnosed psychiatric trauma during the **period of insurance**, **we** will pay up to £5,000 towards the costs of medical expenses, counselling and other associated expenses. The trauma must be reported to a physician within six months of the loss or damage.

If **your policy** is cancelled, **we** will cease any payments from the date of cancellation.

This additional benefit will not apply if:

- at the time of the incident, **you** or an **insured person** is found to be **intoxicated**;
- there is cover in force under another **policy** or this **policy** under the 'car jacking and road rage' benefit Section D (1).

### 11 Uninsured drivers

If **your car** is involved in a claim, for which **you** or an **insured person** could not be held in any way liable, and the third party is proven to be uninsured, **your** no claim discount will not be affected in the event of a loss or damage covered by this **policy**. On these occasions, **you** may not have to pay **your excess**, or if **you** have already paid, **your excess** will be reimbursed.

#### Conditions

##### We will need:

- the motor vehicle registration number and the make and model of the motor vehicle.

##### Also if possible:

- the driver's details.

It helps **us** to confirm who is at fault if **you** can get the names and addresses of any independent witnesses, if available.

When **you** claim, **you** may have to pay **your excess**. Also, if when **your** renewal is due, investigations are still ongoing, **you** may lose **your** no claim discount temporarily. However, once **we** confirm that the accident was the fault of the uninsured driver, **we** will repay **your excess**, restore **your** no claim discount and refund any extra premium **you** have paid.

### 12 Multiple vehicle excess promise

If, as a result of a loss or damage covered by this **policy**, two or more vehicles noted on **your schedule** are involved in the same insured incident, only the highest vehicle **excess** will apply.

**We** will not cover:

- the sum of all other applicable **excesses**.

## Section E Optional extras

The following cover options are applicable only if included on **your schedule**.

### 1 Agreed value

If **we** declare **your car** a **total loss** under Section B, **we** will pay **you** the agreed value. If **your car** is less than 24 months old, **you** may be eligible for the new **car** replacement benefit under Section C (6).

**We** can change the agreed value when **your policy** is renewed to reflect the current cost and value.

### 2 Extended damage cover (whilst driving other cars)

**You** and **your partner** will be provided cover under Sections B and D when using any other motor **car**, providing:

- the motor **car** is not owned by, hired or leased to **you**, an **insured person** or a **household member** under any hire purchase or leasing agreement;
- there is no other cover in force which covers the same liability;
- **you** have the owner's permission to drive the **car**;
- the car is registered in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands;
- the car is being driven in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands; and
- **you** still own **your car** and it has not been damaged beyond cost-effective repair.

Once **you** and/or **your partner** gives up control of a motor **car**, which is not **your car**, **we** will not provide any cover under this **policy**.

The maximum **we** will pay under Section B is up to £150,000.

This benefit of the **policy** is subject to a minimum **excess** of £1000 or **your excess**, whichever is the greater.

### 3 Enhanced courtesy car

If, as a result of a loss or damage covered under Section B of **your policy** which takes place in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands, **your car**:

- cannot be used and the temporary replacement vehicle arranged by **us** under Section C(5) is not satisfactory to **you**, **we** will provide **you** with a temporary replacement vehicle which is similar to **your car**, where possible; or
- cannot be repaired, is stolen and not recovered or is being replaced under new **car** replacement benefit Section C(6), and the vehicle **we** provide **you** under Section C(5) is not satisfactory to **you**, **we** will provide **you** with a temporary replacement vehicle which is similar to **your car**, where possible, until **your** claim is settled, subject to a maximum period of 21 days.

When **you** are driving the replacement vehicle arranged by **us**, it is insured under **your policy** unless insurance cover is provided by the vehicle supplier. This means that any claim for injury, loss or damage that takes place will be made under **your policy**, as long as the driver, or the person in charge of **your car**, is permitted to drive under **your policy** in accordance with **your certificate of motor insurance**.

Any payments **we** have to make under **your policy** for loss or damage to the temporary vehicle will be made to the supplier. **You** will also have to pay any **excess** that applies, as if the claim was made for **your own car**.

The most **we** will pay under this optional cover for each incident is £4,000.

**You** may only use the temporary replacement vehicle in Great Britain, Northern Ireland, the Isle of Man, the Channel Islands and Republic of Ireland, unless the hire **car** company gives **you** permission and appropriate insurance cover.

## Section F Liability to third parties where your motorcycle is insured

### 1a Cover for you

**We** will cover **you** for **your** legal liability to other people arising from an accident which involves **your motorcycle** and:

- **you** kill or injure someone;
- **you** damage someone else's property.

This cover also applies to an accident involving:

- any **motorcycle trailer** while it is being towed by **your motorcycle**, subject to:
  - the **motorcycle trailer** being properly secured to **your motorcycle** by towing equipment manufactured for the purpose; and
  - the method of towing staying within the manufacturer's recommended towing limits and any other relevant law.

### 1b Riding other motorcycles

- If stated on **your certificate of motor insurance**, this **policy** provides the same cover as above in Section F(1a) when **you** are riding any other **motorcycle**, as long as **you** do not own it and it is not hired to **you** under a hire-purchase or leasing agreement.

This cover only applies if:

- there is no other insurance in force which covers the same liability;
- **you** have the owner's permission to ride the **motorcycle**;
- the **motorcycle** is registered and being driven in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands; and
- **you** still own **your motorcycle** and it has not been damaged beyond cost-effective repair.

### 2 Cover for other people riding or using your motorcycle

**We** will also provide cover under Section F(1a) for:

- any person **you** give permission to ride **your motorcycle**, provided that **your certificate of motor insurance** allows that person to ride;
- any person **you** give permission to use (but not ride) **your motorcycle** but only whilst it is being used for social, domestic and pleasure purposes.

### 3 Costs and expenses

#### a) Legal costs

If there is an accident covered by this **policy**, we have the option, entirely at our discretion, to pay the reasonable legal costs and/or expenses to defend or represent you or any driver covered by this **policy**:

- at a coroner's inquest or fatal accident inquiry and/or;
- in criminal proceedings arising out of the accident.

We must agree to all legal costs and/or expenses beforehand. If we agree to pay such legal costs and/or expenses, we will advise you as to the extent of any assistance we will give.

#### b) Emergency medical treatment

We will pay for emergency treatment fees as set out in the **Road Traffic Act**. If we make a payment under this section only, it will not affect your no claim discount.

### 4 Payments made outside the terms of the policy

If we must make a payment because the laws of any country require us to do so, we may recover from you, or the person who is liable:

- Any payment that is not covered by this **policy**; or
- Any amount that we would not otherwise be required to pay as a result of the application of the Consumer Insurance (Disclosure and Representations) Act 2012 for failure to provide accurate information.

### Exclusions to Section F of your policy

#### What is not covered:

- if any person insured under this section has other insurance covering the same liability;
- death or injury to any employee of the person insured which arises out of, or in the course of, such employment, except where such liability is required to be covered by the **Road Traffic Act**;
- loss of, or damage:
  - to property belonging to you or an insured person;
  - to property being conveyed by your motorcycle.
- damage to any motorcycle, motorcycle trailer or property where cover in connection with the use or riding of that motorcycle is provided by this section;
- any liability caused by acts of terrorism as defined in the UK Terrorism Act 2000, except where such liability is required to be covered by the **Road Traffic Act**;
- liability for any claim or series of claims for loss of, or damage to, other people's property over £20,000,000 (or £25,000,000 including costs), including any indirect loss or damage caused by one event;
- legal costs or expenses related to charges connected with speeding, driving under the influence of alcohol or drugs, or for parking offences.

## Section G

### Loss or damage to your motorcycle

If you make any claims under Section G, your no claim discount will be affected and the relevant excess applies unless otherwise stated.

#### 1 Loss or damage to your motorcycle

If your motorcycle is lost or damaged, we have the option to:

- pay for your motorcycle to be repaired; or
- replace your motorcycle; or
- pay you the amount of the loss or damage; and
- pay up to a maximum of £100 in respect of accessories and spare parts relating to your motorcycle while these are on your motorcycle.

The maximum amount we will pay will be the market value of your motorcycle.

#### 2 Accident recovery

If your motorcycle is disabled through loss or damage covered by this **policy**, we will pay:

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

### Exclusions to Section G

#### We will not cover:

- loss or damage caused by wear and tear or loss of value;
- any mechanical, electrical or computer failure, breakdown or breakages;
- any part of a repair or replacement which improves your motorcycle beyond its condition before the loss or damage took place;
- loss of use or other indirect loss such as travel costs or loss of earnings;
- loss or damage to any motorcycle trailer and/or its contents while being towed by your motorcycle;
- damage to tyres caused by braking or by punctures, cuts or bursts;
- loss of, or damage to, accessories and spare parts by theft if your motorcycle is not stolen at the same time;
- damage caused by pressure waves from an aircraft or other flying object travelling at or beyond the speed of sound;
- loss or damage to helmets and protective clothing;
- any reduction to the market value of your motorcycle as a result of it being repaired;

- loss of **your motorcycle**, including **accessories** and spare parts, if it is left unattended at any time and:
  - the ignition key has not been removed and the steering lock has not been set and put in operation; or
  - **you** have agreed with **us** that a specially-fitted locking device, tracking device, immobiliser or alarm must be fitted, or **we** have given **you** a discount from **your** premium for this, and the equipment was not in operation and/or activated at the time of the loss.
- repairs or replacements which increase the **market value** of **your motorcycle**;
- the cost of paintwork above the cost of replacing the manufacturer's standard paintwork;
- any amount over the manufacturer's last list price for a replacement part or **accessory**, if such a part cannot be obtained from stock held within the **United Kingdom**;
- damage due to liquid freezing in the cooling system, unless **you** have taken reasonable precautions as laid down by the **motorcycle** manufacturer's instructions;
- loss or damage resulting from **your motorcycle** being repossessed by or returned to its rightful owner;
- loss or damage to **your motorcycle** resulting from someone obtaining it by fraud or deception;
- loss or damage if **your motorcycle** is confiscated or destroyed by, or under the order of, any government or public or local authority;
- loss or damage to **your motorcycle** if, at the time of the incident, it was being ridden or used without **your** permission by someone in **your** family or someone who is living with **you**. This exclusion does not apply if the person driving is reported to the police for taking **your motorcycle** without **your** permission;
- deliberate damage caused by anyone insured under this **policy**;
- the sum of all applicable **excesses**.

## Conditions applying to Section G

### 1 Accident recovery

If **your motorcycle** is disabled through loss or damage covered by this **policy**, **we** will pay:

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

### 2 Excesses

If **your motorcycle** is lost or damaged, including **your motorcycle's accessories** and spare parts, **you** will have to pay the first part of any claim.

**Your policy schedule** will indicate the compulsory **excess** and any voluntary **excess** applicable to **your motorcycle**. Also note that additional young driver **excesses** are noted in the definitions section of this booklet.

### 3 Hire-purchase, leasing and other agreements

If **we** know that **your motorcycle** is owned by someone else, **we** will settle any claim by paying the legal owner before **we** pay anything left over to **you**.

### 4 Repairs

If **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 **your motorcycle** is sold.

**You** can arrange for reasonable and necessary repairs to be carried out at a repairer of **your** choice. However, **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 motorcycle** is declared a **total loss** and **we** agree to settle **your** claim on that basis, **you** still owe the full yearly premium for that vehicle, as **we** will have met all **our** responsibilities to **you** under the **policy**. Once **we** settle **your** claim, **your motorcycle** 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.

## Section H Territorial limits and foreign use

### 1 Territorial limits

This **policy** provides the cover described in **your schedule** in Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man, the Channel Islands and during journeys between these places.

### 2 Using your car abroad

This **policy** also provides the minimum cover **you** need by law to use **your car** or **your motorcycle** in:

- any country which is a member of the European Union; and
- any country which the Commission of the European Community approves as meeting the requirements of Article 7(2) of the European Community Directive on Insurance of Civil Liabilities arising from using motor vehicles (number 72/166/CEE).

#### Countries include:

Andorra, Austria, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Italy, Latvia, Iceland, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Republic of Ireland\*, Romania, Serbia, Slovakia, Slovenia, Spain, Sweden and Switzerland including Liechtenstein.

\*Included within the **territorial limits** of this **policy**.

### 3 Policy cover abroad

In addition to the minimum cover **you** need by law, **your policy** gives **you** the same level of cover as **you** have in Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man and the Channel Islands for 90 days when driving in the countries listed in Section H(2). This is subject to:

- **your car** and/or **your motorcycle** being normally kept in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands;
- the use of **your car** and/or **your motorcycle** outside of the **territorial limits** being temporary and not exceeding 90 days in a single **policy** year.

**Your car** or **your motorcycle** will also be covered during journeys between those countries by a recognised carrier.

### 4 Customs duty

If **you** have to pay customs duty on **your car** or **your motorcycle** in any of the countries listed in Section H(2) because of repairs covered under the **policy**, **we** will pay these costs for **you**.

## Section I Motor legal protection

This cover automatically applies to **your policy** and will appear on **your schedule** of insurance. The cover provided by this section is legal expenses insurance.

### Cover provided

#### We will pay:

#### 1) Road traffic accidents

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

#### What is covered:

**We** will pay the **costs** to help **you** claim from the person who was responsible for the accident.

#### Examples of what you may claim for include:

- compensation for **your** death or injury;
- loss of earnings;
- accident repair costs if **you** do not have comprehensive cover; or
- damage to any property in or on **your car** or **your motorcycle** which **you** own or are legally responsible for.

**You** can ring the 24-hour legal helpline on **0345 877 6371** for confidential legal advice on any private motoring legal problem relating to laws applicable in the **United Kingdom**, whether or not it results in a claim. The helpline does not provide advice in relation to any claim made under this **policy**.

#### 2) Motoring prosecution defence

This cover can be used if **you** are being prosecuted for an offence connected with using **your car** or **your motorcycle**. **You** must send **us** a copy of **your** summons within 7 days of receiving it.

#### What is covered:

**We** will pay the **costs** to help defend **you** in a criminal court.

#### We will not cover:

Any claim arising from or relating to:

- a) prosecutions resulting from drink or drug related offences;
- b) **you** driving a motor vehicle for which **you** do not have valid motor insurance; or
- c) parking, obstruction or waiting offences.

#### 3) Motor contract disputes

This cover can be used if **you** have a breach of contract claim arising out of a contract which **you** have for:

- a) the purchase, sale or hire of **your car** or **your motorcycle**, its spare parts or accessories; or
- b) the service, repair or testing of **your car** or **your motorcycle**.

**What is covered:**

We will pay the **costs** to help **you** pursue or defend the contract dispute.

**We will not cover:**

Any claim arising from or relating to:

- a) a contract that **you** entered into before cover started; or
- b) contract disputes where the amount in dispute is less than £250 (including VAT).

**Cover will be provided under Section I – Motor Legal Protection as long as:**

- a) **we** and **your appointed representative** agree **your** claim has **reasonable prospects of success** for the duration of the claim;
- b) for claims under 1. Road Traffic Accidents and 2. Motoring prosecution defence, at the time of the incident, **your car** or **your motorcycle** 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 are carried out within the **territorial limits** by a **court**.

**The most we will pay, including any appeal or counterclaim, for all claims that arise from the same incident is:**

1. Road traffic accidents - £100,000 (including VAT)
2. Motoring prosecution defence - £25,000 (Including VAT)
3. Motor contract disputes - £50,000 (Including VAT).

**Exclusions which apply to Section I – Motor Legal Protection**

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

Any claim 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 complain' on page **31**;
- 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 began 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**; or
- 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 I – Motor Legal Protection**

See also the general conditions which apply to the whole **policy**. General conditions 2 and 3 do not apply to Section I – Motor Legal Protection.

**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 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** with all information, evidence and documents that **you** have or know about immediately.
- 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.

## Sections J & K UK and European motor breakdown cover – terms & conditions

These sections apply if they are shown on your schedule. These motor breakdown products meet the demands and needs of those who wish to ensure that they have cover in the event of a breakdown.

The cover you have purchased is provided by Green Flag and underwritten by U K Insurance Limited. It will run for 12 months or as shown on your schedule.

### How to notify us of a breakdown

In the event of a breakdown whilst travelling within the UK, please telephone 0800 533 5217. If you break down whilst travelling in Europe, please call +44(0) 1423 847585.

### Definitions

Wherever the following words and phrases appear in this motor breakdown wording, they will always have these meanings:

**UK and European motor breakdown cover terms & conditions** – this section of the policy wording and the schedule which together form the contract between you and us.

**Insured incident** – immobilisation of the vehicle as a result of breakdown, fire, theft, attempted theft, malicious damage, accidental damage, flat tyre, lack of fuel, flat battery, loss or breakage of keys or a road accident occurring within the period of cover.

**Insured vehicle** – any vehicle we have agreed to cover and which is shown on the schedule, provided it:

- is either a car, light van, motorised caravan, estate car, motorcycle or 4x4 off-road vehicle, privately registered in the UK and kept at the policyholder's address;
- carries no more than the number of persons recommended by the manufacturer (and for whom seats are provided), with a maximum of 9 persons, including the driver;
- does not exceed (including any load carried) the following gross vehicle weight: 3.5 tonnes and external dimensions: 7 metres in length (excluding any coupling device and tow bar), 3 metres in height and 2.55 metres in width;
- is serviced, maintained and operated as recommended by the manufacturer and holds a current valid MOT certificate if applicable;
- is a caravan or trailer of standard make that is fitted with a standard 50mm tow ball, falls within the size and weight restrictions above and is being towed by the insured vehicle at the time of the incident. The weight of the caravan or trailer when loaded must not be more than the kerb weight of the vehicle towing it.

**Passenger** – any person who at the time of the incident is riding in the vehicle and is not a hitchhiker.

**Period of cover** – the period stated on the **schedule**.

**Personal belongings** – each of **your** suitcases or items of luggage, their contents and items designed for **you** to wear or carry. This includes **your** valuables but does not include items of furniture, camping equipment or winter sports equipment.

**Specialist equipment** – lifting equipment which is not usually carried on a standard recovery vehicle, including winches, cranes, dollies and skates.

**United Kingdom** – Great Britain, Northern Ireland, the Isle of Man (and the Channel Islands for residents only).

## Section J Motor breakdown in the UK

Following an **insured incident** occurring at the roadside or **your** home address, **we** will:

- 1 Provide and pay for roadside assistance; and
- 2 If it is apparent to **us** that repairs cannot be effected by the end of the working day, **we** will arrange and pay for **your** choice of:
  - transportation of **you**, **your passengers** and **your** vehicle to a single destination of **your** choice within the UK. This service may be used in the event of the driver being medically unfit to drive, provided there are no **passengers** who can drive. **We** may choose to recover the vehicle by providing a qualified driver. This option is not available following a period of hospitalisation; or
  - hiring a self drive hire car of an equivalent level while yours is awaiting repairs (subject to availability), up to a maximum cost of £250; or
  - alternative transport for **you** and any **passenger** to complete the journey or return to the Policyholder's UK home address, up to a maximum cost of £250; or
  - local overnight accommodation, including breakfast (exc. alcohol), for **you** and any **passenger** whilst awaiting repairs, provided the incident occurs more than 25 miles from the Policyholder's UK home address or intended destination, up to a maximum of £150 per person (£500 in total).

If necessary, **we** will also pay up to £250 for one single standard class rail ticket for the Policyholder or any authorised driver to collect the vehicle following repair.

**We** will also provide a message relay service to advise **your** family members, friends or business associates of unforeseen travel delays.

### Please remember:

- the hire car option under this section is not available following road traffic accidents;
- a credit card must be made available when the car hire benefit is used, as the car hire company will need to swipe the card as security;
- onward transportation following a period of hospitalisation is not covered.

### 3 Misfuel Cover

**We'll** provide cover for **you**, **your passengers** and **your car** to be recovered to the nearest repair centre to where the **misfuelling** happened.

#### What's not covered

- Damage to **your car**. If **you've** put the wrong fuel in and it's damaged the engine, **you** might be able to claim towards that on **your car** insurance.
- The cost of draining and disposing of the contaminated fuel.
- Any of the above costs if **you** use the wrong fuel outside the **UK**.

## Section K

### European motor breakdown cover

The cover detailed under this section will apply for 90 days in any single **policy** year.

Cover in Europe will not apply for vehicles over 16 years old at the time of the **trip**.

**Definitions (in addition to those detailed under Breakdown cover policy definitions)**

**Country of Departure** – Great Britain, the Isle of Man or the Channel Islands

**Geographical Limits** – the following countries: Andorra, Austria, Balearics, Belgium, Bulgaria, Canary Isles, Channel Islands, Corsica, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Great Britain, Greece, Hungary, Isle of Man, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Northern Ireland, Norway, Poland, Portugal, Republic of Ireland, Romania, San Marino, Sardinia, Serbia, Sicily, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Turkey in Europe plus Üsküdar.

**Period of cover** – cover under Section 1 operates seven days prior to commencement of the booked **trip**. All other benefits apply during each **trip** within the **Period of Cover** as shown on the **schedule**, including **your** direct journey from **your** home to **your** UK point of departure. All benefits terminate on completion of **your** direct return journey home and on expiry of the **Period of Cover** for which premium has been paid. This section provides cover for any number of journeys during the **Period of Cover**.

**Note: If your return journey from abroad is unavoidably delayed by any incident covered by these Terms and Conditions, cover will be automatically extended free of charge for the period of that delay.**

**Strike or industrial action** – any form of industrial action taken by workers, carried out with the intention of preventing, restricting or otherwise interfering with the production of goods or the provision of services.

**Trip** – a pre-booked journey abroad within the **Geographical Limits** during the **Period of Cover** commencing and ending in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands

#### Important information about driving in Europe

##### Mobile phones

If **you** contact **us** from **your** mobile phone, **your** service provider may charge **you**. **You** may also have to pay for the call if **you** ask someone to call **you** back. **Your policy** does not cover the cost of these calls. It may be necessary to use a conventional landline phone in certain places if the mobile network is less stable than in the UK.

##### Vehicle registration document/V5

**You** will need to carry the original vehicle registration document when driving in Europe as proof that **you** are the owner of the vehicle. If this is not available, **you** will need to take a letter of authority from the owner and a Vehicle on Hire Certificate (VE103) instead.

##### Driving licence

Car hire companies will want to see **your** original driving licence. If **you** hold a photocard licence, **you** will need to take the paper counterpart as well. In some countries, **you** will need to take an International Driving Permit as well as **your** driving licence. This is not required in EU Member States.

##### European motorways and autoroutes

If **you** break down on a motorway or major public highway in certain parts of Europe (France, for instance), the emergency telephone will be answered by the police. They will then send a local recovery vehicle out to **you**. As very few of these recovery agents have links with UK motoring organizations, **you** may have to pay for this assistance on the spot. If **you** do, keep all receipts and send them to **us** on **your** return to the UK. **We** will then reimburse **you** for recovery and roadside repairs (except spare parts). If the repair is made in a garage, the cost is not covered and **you** should pay the whole cost of the repair.

#### 1 Cover prior to departure

Following an **insured incident** occurring in the seven days immediately preceding the scheduled departure date (provided this cover was purchased before the start of that seven day period), **we** will pay up to £1,500 in total towards:

- the hire of a replacement car (where available) for the purpose of carrying out the original **trip**, where **your** own vehicle specified on this **policy** cannot be repaired within 24 hours following the booked departure time of the **trip** or has been stolen and not recovered; and
- the additional cost of rebooking a sea crossing or Channel Tunnel journey missed as a result of the incident giving rise to the claim, provided the vehicle is repaired within 24 hours of the original planned departure time or, where the original route is unavailable, the nearest suitable alternative sea crossing or rail journey via the Channel Tunnel.

##### Please remember:

**Your** claim under European Breakdown Section 1 must be supported by a letter from a garage confirming:

- the regular servicing and maintenance of **your** vehicle;
- precise details of the breakdown or damage;
- the breakdown, when occurring, was sudden and unforeseen;
- that repairs cannot be effected before the date planned for **you** to begin **your** **trip**.

The hire car option under this section is not available following road traffic accidents.

A credit card must be made available when the car hire benefit is used as the car hire company will need to swipe the card as security

#### 2 Roadside assistance

**We** will arrange and pay for roadside assistance and towing to the nearest suitable repairer, to a maximum cost of £300.

#### 3 Replacement parts

If necessary replacement parts are not available locally during the **trip** **we** will, on receipt of **your** instructions, try to obtain them from elsewhere and pay any freight charges

involved in dispatching them to the location of the vehicle, provided these parts are subsequently used to repair it. **We** cannot guarantee the availability of such parts, particularly for older vehicles where they may not be possible to locate.

#### 4 Break in

In the event of theft, or attempted theft, of the vehicle or its contents during the **trip**, **we** will pay up to £175 for immediate emergency repairs and replacement parts necessary to secure the vehicle for the completion of the **trip**, provided **you** obtain a Police report within 24 hours of the incident giving rise to the claim.

#### 5 Vehicle out of use

Where repairs cannot be effected within 24 hours of an **insured incident** occurring during the **trip**, **we** will pay for one of the following:

- the additional cost of alternative transport to take **you** and **your personal belongings** to **your** destination; or
- up to £1,000 for the immediate hire of a replacement car whilst the vehicle remains unserviceable; or
- up to £150 per person (£500 in total) for the additional cost of overnight accommodation, including breakfast (excluding alcohol), for **you** and any **passenger** whilst awaiting completion of repairs.

#### Please remember:

- the hire car option under this section is not available following road traffic accidents;
- a credit card must be made available when the car hire benefit is used, as the car hire company will need to swipe the card as security.

#### 6 Camping trips

If **your** own tent is being used as **your** principal overnight accommodation and is rendered unserviceable through theft or accidental damage, **we** will arrange and pay for the following, provided the damage was not caused by any pet accompanying **you** on the **trip**:

- the hiring of a suitable tent for the remainder of the **trip**; or
- up to £150 per person (£500 in total) for the additional cost of emergency bed & breakfast expenses (excluding alcohol) for **you** and any **passenger**.

#### 7 Alternative driver

If **you** are declared medically unfit to drive the **insured vehicle** in the course of the **trip** or must return home early because of what **we** agree is a serious/urgent reason and there is no **passenger** qualified and competent to drive, **we** will pay the necessary additional costs of returning the **insured vehicle** to the home address in the **country of departure**. **We** may elect to provide a qualified driver to drive back the vehicle and **passengers**.

#### 8 Repatriation

If the **insured vehicle** cannot be, and could not have been, repaired by the intended time of **your** return home (or has been stolen and not recovered in a roadworthy condition), **we** will pay to:

- transport **you**, the **insured vehicle** and **your personal belongings** (excluding pets) to **your** home address and the cost of necessary storage, transportation and delivery, including any additional shipping costs; or

- send one person to the location of the **insured vehicle** by public transport to drive the repaired vehicle to **your** home address, up to a maximum cost of £1,000, provided this is agreed in advance by **us**.

Once **you** have been repatriated by **us** and if **we** are transporting the **insured vehicle** to the **country of departure**, **we** will:

- reimburse up to £75 in total for **you** and any **passengers** (excluding pets) for necessary alternative travel costs **you** incur while **you** await delivery of the **insured vehicle**. This benefit will cease after seven days or when **we** deliver the vehicle to your home address, whichever is sooner.

The most **we** will pay to repatriate the **insured vehicle** will be its current **market value** in the **country of departure** and it will only be repatriated when it is apparent that repairs can be effected in the **country of departure** and **you** have confirmed that these repairs will be put in hand.

#### 9 Customs regulations

If, following an **insured incident** occurring outside the **country of departure** during a **trip**:

- the vehicle is beyond economic repair, **we** may arrange for its disposal under Customs supervision in the country where it is situated. In this case **we** will deal with the necessary Customs formalities;
- the vehicle is not taken permanently out of the foreign country within the limited time allowed after import, or **you** inadvertently fail to observe the important conditions which permit import for a limited time without payment of duty, then **we** will pay your liability for any duty claimed from **you**.

#### 10 Missed motorail connection

If **you** fail to connect with a pre-booked Motorail service on the outward journey as a result of:

- delays caused by an **insured incident**; or
- cancellation of scheduled public transport due to adverse weather conditions; or
- **strike or industrial action** (unless the action was publicly known at the time of effecting cover); or
- mechanical breakdown or derangement.

**We** will arrange and pay for the following, provided **you** have taken every reasonable step to complete the journey to the departure point and Motorail depot on time:

- storage of the **insured vehicle** (where available) in a secure parking area near to the Motorail depot for the duration of the **trip**, up to a maximum of £100;
- standard second class rail travel to enable **you** to continue the **trip** to/from the intended Motorail destination;
- hire of a replacement car (where available), up to a maximum of £1,500.

#### Exclusions to this breakdown cover

(See also General exclusions on page 26)

Exclusions 7 and 10 do not apply following road traffic accidents.

**We will not cover:**

1. Vehicles which have not been maintained and operated in accordance with the manufacturer's recommendations;
2. Vehicles used for the carriage of goods or **passengers** for reward;
3. Vehicles temporarily immobilised by floods or snow-affected roads or as a result of whole or partial immersion in water, snow, sand or mud;
4. Breakdowns resulting from a recurring fault that is no fault of **ours** and that has necessitated a call out by **us** during the same journey, or from an inadequate repair carried out to remedy a fault previously giving rise to a call out under this cover, or from a fault following unsuccessful servicing or repairs carried out by a person not qualified to carry out such repairs;
5. Any deliberate act of **you** or any **passenger**;
6. Any costs **you** incur without **our** prior knowledge or consent;
7. Labour charges not incurred at the roadside;
8. The cost of, if needed, a locksmith or a bodyglass or tyre specialist;
9. Loss of, or damage to, contents of the vehicle;
10. The cost of replacement parts and other materials;
11. Transportation of horses or livestock;
12. Vehicles situated in areas to which **our** agents have no right of access or on motor traders' premises;
13. Any expenses which would have been incurred in the normal course of the journey;
14. Any costs or storage charges incurred if, following the incident, **you** elect to have the vehicle towed to a repairer;
15. Any costs incurred for sea or river transit, excluding transit to and from the Isle of Wight or across Poole Harbour, unless claimed under the European Motor Breakdown section of this **policy**;
16. Recovery of any vehicle that would be dangerous or illegal to load or transport;
17. Vehicles that have broken down or are unroadworthy when cover was taken out;
18. The cost of supplying a spare wheel and tyre if a serviceable one cannot be provided by **you**;
19. Car hire not authorised by **us** or car hire in the event of the **insured vehicle** requiring routine servicing, being out of use temporarily under warranty or for repair work to correct non-immobilising faults or the repair of cosmetic damage;
20. The cost of fuel and oil use in any replacement car and/or any additional insurance offered by a replacement car hirer;
21. Loss of use of a car hired to **you**;
22. Charges payable for Customs Duty. This must be paid to **us** by **you**, by a debit to a credit or charge card or by a prior deposit of funds in the **country of departure**;
23. Loss of, theft of or damage to unaccompanied baggage left in **your** vehicle if **you** and/or the vehicle are being transported by **us**;
24. Any claim when actual or imminent breakdown of **your** vehicle is discovered or diagnosed in the course of a service carried out less than seven days prior to **your** planned date of departure for a European **trip**;
25. Claims resulting from the withdrawal from service (whether temporary or otherwise) of an aircraft, sea vessel or train on the orders or recommendation of the recognised regulatory authority.

## General conditions applying to this breakdown cover

(See also General conditions on page 27)

If **you** do not keep to these conditions, **we** may cancel this section, refuse any claim and withdraw from any current claim.

1. **You** must:
  - a) take all ordinary and reasonable precautions to prevent loss, damage to or breakdown of the **insured vehicle** and take all necessary steps to expedite the completion of repairs;
  - b) contact **us** without delay when an incident arises that may result in a claim;
  - c) not hand over the **insured vehicle** or any of its parts to **us** without **our** authorisation;
  - d) wait with the **insured vehicle**, or in a safe place close to the **insured vehicle**, until the repair or recovery vehicle arrives unless **you** have made other arrangements with **us**.
2. **You** and all **passengers** must observe the respective licence conditions and all the **terms** and conditions laid down in this breakdown cover wording. These breakdown services cannot be used for routine servicing or the rectification of failed repairs, or as a way of avoiding repair costs.
3. **We** will only pay for services or costs that **you** have agreed with **us** prior to incurring them. All receipts and invoices for costs **you** have incurred must be sent to **us** with **our** claim form.
4. If **we** incur any expenses in providing service under this cover for which **we** are not responsible, **you** must reimburse **us** within one month of **us** requesting the reimbursement.
5. If the vehicle is in a position where it cannot be worked on or towed, the wheels have been removed or where **specialist equipment** is required for its recovery, **we** can arrange to rectify this but **you** will be responsible for any costs involved.
6. **We** may repair the **insured vehicle** at **your** cost following a breakdown, rather than arranging for it to be recovered.
7. If the **insured vehicle** is taken to any garage, **you** are responsible for instructing the garage to carry out any repairs.
8. Any garage or specialist undertaking repair work in connection with an **insured incident** (other than at the roadside) is deemed to be acting as **your** agent for such repair work. **We** will accept no responsibility for damage or loss resulting from a garage's acts or omissions and **we** give no warranty that any garage is competent to repair the **insured vehicle** or can do so immediately. **You** must give direct instructions to the garage and pay for any repairs.
9. In some circumstances, **you** may be required to pay for services locally. **You** will be reimbursed provided **you** obtained prior approval before incurring the expenditure.
10. Following an **insured incident** attended by an emergency service, transportation of the **insured vehicle** will not take place until they have authorised its removal. **We** are not responsible for any charges if any emergency service concerned insists on an immediate recovery by another breakdown provider. This does not apply to cover in Europe.
11. **You** are responsible for arranging and paying for collection of the **insured vehicle** after repairs following its recovery.
12. Where it is beyond **our** control, **we** are not liable for delays or failure in **our** obligations under this agreement.
13. If **we** agree to arrange or pay for **you** to use a hire car, it is provided subject to **you** meeting the conditions of the hirer and unless **we** decide otherwise, **you** are responsible for collecting the hire car.
14. Hire cars provided must remain in the country in which they were hired unless **we** and the hirer agreed otherwise.
15. No guarantee can be given that any hire car provided will be fitted with a roof rack or tow bar.
16. Transportation of any animal in **your** vehicle is at **our** discretion. **We** will not be liable for its injury or death.
17. If the recovery or repairer does not arrive within 60 minutes of **you** contacting **us**, **we** will pay £10 compensation. To claim this, **you** must either complete a service questionnaire or write to **us**. This does not apply to European Motor breakdown cover.
18. **We** reserve the right not to offer renewal of this cover.
19. Any failure by **us** in relying on or enforcing these **Terms** and **Conditions** on any particular occasion will not prevent any subsequent reliance or enforcement.

## General exclusions

The following apply to the whole of **your policy**. Any further specific exclusions are shown in the section of cover to which they apply.

### 1 Who uses your car

#### What is not covered:

We do not cover any injury, loss or damage which takes place while **your car** or **your motorcycle** is being:

- driven/ridden by any person not described as entitled to drive by the **certificate of motor insurance** or **schedule**;
- used for any purpose not allowed by the **certificate of motor insurance** or **schedule**;
- driven/ridden by someone who does not have a valid driving licence or is disqualified from holding or obtaining such a licence or is breaking the conditions of their driving licence.

This exclusion does not apply if **your car** or **your motorcycle** is:

- with a member of the motor trade for maintenance or repair;
- stolen or taken away without **your** permission; or
- being parked by an employee of a hotel, restaurant or car-parking service.

### 2 Contracts

#### What is not covered:

We do not cover any legal liability that arises as a result of **you** entering into any agreement or contract, unless **you** would have been liable even without such an agreement or contract.

### 3 Radioactivity

#### What is not covered:

We do not cover any loss or damage to property or any direct or indirect loss, expense or liability contributed to or caused by:

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

### 4 War

#### What is not covered:

We do not cover any loss, damage, injury or liability caused by war, invasion, revolution or a similar event, except as is strictly required under the **Road Traffic Act**.

### 5 Riot

#### What is not covered:

We do not cover any loss or damage caused by riot or civil commotion outside Great Britain, the Isle of Man or the Channel Islands. This exclusion does not apply to Section A of this **policy**.

### 6 Use on airfields

#### What is not covered:

We do not cover any damage or liability caused by using **your car** or **your motorcycle** in any area where aircraft are normally found to be landing, taking off, moving or parked.

### 7 Pollution

#### What is not covered:

We do not cover any accident, injury, damage, loss or liability caused by pollution or contamination, unless the pollution or contamination is caused by a sudden, identifiable, unexpected and accidental incident which happens during the **period of insurance**.

### 8 Recovery of seized cars

#### What is not covered:

We do not cover securing the release of a motor car or **motorcycle**, other than **your car** or **your motorcycle**, which has been seized by, or on behalf of, any government or public authority.

### 9 Track day

#### What is not covered:

We do not cover any injury, loss or damage whilst **your car** or **your motorcycle** is being used or driven/ridden on a motor racing track, derestricted toll road, off road event or on the Nürburgring Nordschleife; or

**your car** or **your motorcycle** is being used or driven/ridden in a race, competition, rally, trail, **track day** or off road event.

### 10 Hazardous goods

#### What is not covered:

We do not cover any loss or damage to property or any direct or indirect loss, expense or liability contributed to or caused by carrying any **hazardous goods**.

### 11 Hazardous locations

#### What is not covered:

We do not cover any damage or liability caused by using **your vehicle** in a **hazardous location**.

## General conditions

### 1 Providing Accurate Information

We will only provide the cover set out in this **policy** if **you** keep to all the **terms** and conditions of the **policy**.

All information given to **us** must be, as far as **you** know, correct.

**You** must take reasonable care to ensure that all information given to **us**, including that relating to all drivers under the **policy**, is correct and not misleading. If the information **you** provide to **us** is not correct or is misleading, the Consumer Insurance Act will apply.

This may result in **us**:

- cancelling the **policy**, treating it as though it never existed and not paying any claim;
- treating the **policy** as though it had been entered into on different **terms** and reducing the amount paid on any claim; or
- cancelling the **policy** by giving **you** reasonable notice.

### 2 Notification of accidents and losses

**You** must tell **us** as soon as reasonably possible about any incident which may lead to a claim under this **policy**. If **you** receive any notice of prosecution, inquest or fatal accident inquiry or **you** are sent a writ, summons, claim or letter, **you** must send it to **us**, unanswered, as soon as possible.

### 3 Claims procedure – our rights and your obligations

a) **You** must not admit liability for, or negotiate to, settle any claim without **our** written permission.

b) **We** are entitled to:

- take over and carry out the negotiation, defence or settlement of any claim in **your** name, or in the name of any other person covered by this **policy**;
- take proceedings in **your** name, or in the name of any other person covered by this **policy**, to get back any money **we** have paid under this **policy**.

c) **You** must give **us** any information and help **we** need.

### 4 Vehicle registration

To be covered by this **policy**, **your car** or **your motorcycle** must be registered in, or be in the process of being registered in, the UK, the Channel Islands or the Isle of Man.

### 5a Cancellation by us

**We** have the right to cancel **your policy** at any time by giving **you** 14 days' notice in writing where there is a valid reason for doing so. **We** will send **our** cancellation letter to the latest address **we** have for **you**. Valid reasons may include, but are not limited to:

- where **you** are required, in accordance with the **terms** of this **policy**, to co-operate with **us**, or send **us** information or documentation and **you** fail to do so in a way that substantially affects **our** ability to process **your** claim, or deal with **your policy**;
- where there are changes to **your** circumstances which mean **you** no longer meet **our** criteria for providing motor insurance;

- where **you** have used threatening or abusive behaviour or language or **you** have intimidated or bullied **our** staff or suppliers.

If **we** cancel **your policy**, **we** will return the premium paid less the amount for the period the **policy** has been in force.

### 5b Cancellation by you

**You** can cancel this **policy** at any time by telling **us**, either over the phone by calling **us** on **0345 246 2109** or alternatively, in writing.

Cancelling the direct debit instruction does not mean **you** have cancelled the **policy**.

- if **you** cancel before **your policy** is due to start, within 14 days of the **policy** starting or within 14 days of receiving **your** documents (whichever occurs later), **we** will return any premium **you** have paid in full.
- if **you** cancel after those 14 days have passed, **we** will return the premium less an amount for the period that the **policy** has been in force.

**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**.

If **you** cancel before the new **period of insurance** (renewal) is due to start, **we** will return any premium **you** have paid in full.

If the new **period of insurance** (renewal) has started and **you** cancel within 14 days of it starting or within 14 days of receiving **your** documents (whichever occurs later), **we** will return any premium **you** have paid.

If **you** cancel after those 14 days have passed, **we** will return the premium less an amount for the period that the **policy** has been in force.

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

### 5c Suspensions

**You** can suspend this **policy** at any time by telling **us**, either over the phone by calling **us** on **0345 246 2109** or alternatively, in writing.

- if **you** suspend cover, **we** will retain any premium **you** have paid.
- if **you** are paying by instalments, **you** must continue paying instalments during the period of suspension.
- if cover is suspended for more than 28 days in a row or if the **policy** expiry date passes during the period of suspension, **we** will refund **you** a portion of **your** premium for the suspension period.
- if cover is suspended for less than 28 days in a row and reinstated before the **policy** expiry date, **we** will not refund any premium.

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

## 6 Taking care of your car and your motorcycle

You and any person who is covered by this **policy** must:

- make sure **your car/your motorcycle** is roadworthy;
- take all reasonable steps to protect **your car/your motorcycle** and its contents from loss or damage;
- make sure **you** keep property left in an open or **convertible** car in a locked boot or locked glove compartment; and
- allow **us** to examine **your car/your motorcycle** at any reasonable time if **we** ask **you**.

## 7 Car sharing

Your **policy** covers **you** for carrying **passengers** for social or similar purposes in return for payment. But it does not cover **you** if:

- **your car** is made or adapted to carry more than eight people (including the driver);
- **you** are carrying the **passengers** as clients of a **passenger**-carrying business; or
- **you** are making a profit from the **passengers'** payments.

If **you** are not sure whether a car-sharing arrangement is covered by the **terms** of this **policy**, please contact **us**.

## 8 Modifications to your car and your motorcycle

**You** must tell **us** what **modifications** **you** intend to make and obtain **our** agreement prior to making them. **Modifications** are any changes to **your car's** or **your motorcycle's** standard specification, not including cosmetic optional extras at manufacture. **Modifications** include, but are not restricted to, changes to the appearance and/or the performance of **your car** or **your motorcycle** (including wheels, suspension, bodywork and engine) and include changes made to **your car** or **your motorcycle** by the previous owner(s).

Failure to provide correct information or inform **us** of any relevant **modifications** could adversely affect **your policy**, including invalidating **your policy** or claims being rejected or not fully paid.

## 9 Fraud

**You** must be honest in **your** dealings with **us** at all times.

**We** will not pay a claim that is in any way fraudulent, false or exaggerated.

If **you**, any person insured under this **policy** or anyone acting on **your** behalf attempts to deceive **us** or knowingly makes a fraudulent, false or exaggerated claim:

- **your policy** may be cancelled;
- **we** may reject **your** claim and any subsequent claims;
- **we** may keep any premium **you** have paid.

## What happens if we discover fraud

**We** have the right to cancel any other products **you** hold with **us** and share information about **your** behaviour with other organisations to prevent further fraud. **We** may also involve the relevant authorities who are empowered to bring criminal proceedings. If a fraudulent, false or exaggerated claim has been made under any other **policy** **you** hold with **us**, **we** may cancel this **policy**.

## 10 Other insurance

If **you** have other insurance which covers the same loss, damage or liability, **we** will not pay more than **our** share of **your** claim. This does not apply to personal accident benefit.

## 11 If you miss a Payment

If **we** have been unable to collect **your** premium on the date it is due, **we** will write to **you** in order to give **you** the opportunity to make the payment. If the premium remains 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 that date, then the balance of the year's premium will become payable.

## 12 If you have not paid your premium

**We** may refuse **your** claim or deduct any unpaid premiums from any claim payment **we** make to **you**.

## 13 People involved in this contract

This contract is between **you** and **us**. Nobody else has any rights they can enforce under this contract, except those they have under the **Road Traffic Act**.

## 14 Automatic renewal

When **your policy** is due for renewal, **we** may offer to renew it for **you** automatically using the payment details **you** have already given, unless **we** or **you** have advised otherwise. **We** will write to **you** at least 21 days before **your policy** ends to confirm **your** renewal premium and **policy terms**. If **you** do not want to renew **your policy**, **you** must call **us** before **your** renewal date to let **us** know.

It is not possible to offer automatic renewal in all circumstances. For example, **we** may need to discuss **your** renewal invite with **you** or **your** payment method may change.

**Your** renewal invite will advise if **your policy** will be automatically renewed or if **you** need to call **us**. If **we** are unable to offer renewal **terms**, **we** will write to **you** at **your** last known address to let **you** know.

## Important information

### Motor Insurance Database

Information relating to **your policy** will be added to the Motor Insurance Database (MID) managed by the Motor Insurers' Bureau (MIB). The MID, and the data stored on it, may be used by certain statutory and/or authorised bodies including the Police, the DVLA, the DVLNI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to, but including:

- Electronic Licensing (Tax Discs);
- Continuous Insurance Enforcement;
- Law enforcement (prevention, detection, apprehension and/or prosecution of offenders);
- The provision of government services and/or other services aimed at reducing the level and incidence of uninsured driving.

If **you** are involved in a road traffic accident (either in the UK, the EEA or certain other territories), insurers and/or the MIB may search the MID to obtain relevant information.

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

It is vital that the MID holds **your** correct registration number. It is **our** responsibility to update **your policy** to the MID. **We** fully comply with the agreements in place with the MIB to update **your** details within seven days. However, it is important that **you** check **your policy** documents, ensuring that the registration number is recorded correctly.

If it is incorrectly shown on the MID, **you** are at risk of having **your car** seized by the Police. **You** can check that **your** correct registration number is shown on the MID at [www.askMID.com](http://www.askMID.com).

If the registration number is not shown correctly on **our policy** documents, or **you** cannot find **your car** on the MID, please contact **us** immediately.

### Details about our regulator

Royal Bank of Scotland Premier insurance policies are underwritten by U K Insurance Limited who is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 202810. The Financial Conduct Authority website, which includes a register of all regulated firms, can be visited at [www.fca.org.uk](http://www.fca.org.uk), or the Financial Conduct Authority can be contacted on 0800 111 6768 or 0300 500 8082.

### Financial Services Compensation Scheme

Under the Financial Services and Markets Act 2000, should the company be unable to meet all its liabilities to policyholders, compensation may be available. Insurance advising and arranging is covered for 90% of the whole claim with no upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme website [www.fscs.org.uk](http://www.fscs.org.uk).

### Your right to cancel

If this cover does not meet **your** needs, please return all **your** documents within 14 days of receiving them to Royal Bank of Scotland Premier Insurance, 8th Floor, 42 The Headrow, Leeds LS1 8HZ. **We** will return any premium paid in full, as long as no claim has been made on the **policy** during that time. If a claim has been made, **you** will not be entitled to a refund. For cancellation after the first 14 days, please refer to the general conditions section of the **policy**.

### Monitoring and recording calls

**We** may monitor and record phone calls to improve **our** service and to prevent and detect fraud.

### How to make a complaint

**We** understand that things don't always go to plan and there may be times when **you** feel **we've** let **you** down. If this happens, **we** want **you** to tell **us**. **We'll** do **our** best to put things right as soon as possible or explain something **we** could have made clearer.

**We'd** like **you** to speak to **us** about **your** problem by calling this number 0345 246 2109. If **you'd** prefer to write to **us**, **you** can send the letter to:

Royal Bank of Scotland Premier Insurance  
8th Floor  
42 The Headrow  
Leeds  
LS1 8HZ

**Our** staff are empowered to support **you** and will aim to resolve most issues within three working days, following receipt of **your** complaint.

If **your** complaint can't be resolved within three working days, **we'll** contact **you** to let **you** know who will be dealing with it and what the next steps are.

**We** will keep in regular contact with **you**. **You'll** also receive the following written communication from **us** depending on how long it takes **us** to resolve **your** complaint.

Communication Type	When will you get this?	What will it tell you?
Summary Resolution Communication	If <b>we've</b> been able to resolve <b>your</b> complaint to <b>your</b> satisfaction within 3 working days, following receipt of <b>your</b> complaint.	It will let <b>you</b> know <b>your</b> complaint has been resolved and tell <b>you</b> about the Financial Ombudsman Service.
Acknowledgement	If <b>we've</b> been unable to resolve <b>your</b> complaint to <b>your</b> satisfaction within 3 working days, following receipt of <b>your</b> complaint.	It will let <b>you</b> know <b>our</b> complaint handling process and information about the Financial Ombudsman Service.
Unable to reach a resolution within 8 weeks	If <b>we've</b> been unable to resolve <b>your</b> complaint within 8 weeks.	It will let <b>you</b> know why <b>we</b> are not in a position to give <b>you our</b> final response and when <b>we</b> expect to be able to provide this. <b>We'll</b> also let <b>you</b> know about <b>your</b> right to contact the Financial Ombudsman Service.
Final Response	If <b>we've</b> been unable to resolve <b>your</b> complaint within 3 working days, <b>we'll</b> send <b>you our</b> Final Response when <b>we've</b> completed our investigations. <b>We'll</b> do <b>our</b> best to send this at the earliest opportunity.	This is a detailed response, which will outline: <ul style="list-style-type: none"> <li>• <b>our</b> investigation</li> <li>• the decision</li> <li>• next steps, if applicable</li> </ul> It will also provide information about the Financial Ombudsman Service.

### Independent Review

If **we** don't complete **our** investigations within 8 weeks of receiving **your** complaint or **you're** unhappy with **our** response, **you** may ask the Financial Ombudsman Service to look at **your** complaint. This is a free and independent service. If **you** decide to contact them, **you** should do so within 6 months of **our** response letter. Referring **your** case to the Financial Ombudsman Service will not affect **your** legal rights.

**You** can contact them by:

#### Email:

[complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

#### Phone:

UK: 0300 123 9123 or 0800 023 4567

Abroad: +44 20 7964 0500

#### Writing to:

Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Their website also has a great deal of useful information:

[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

### Your Credit Agreement

#### Your right to cancel your credit agreement

**You** have the right to cancel the credit agreement without giving any reason within 15 days of receiving it. If **you** would like to do this, please call **us** on **0345 246 2109**. **You** will need to repay the outstanding balance under the agreement within 30 calendar days from the day **you** give **us** notice that **you** wish to cancel the agreement.

**You** can withdraw from this agreement at any time. **You** will continue to be covered under **your** policy as long as **you** pay the full premium, otherwise **your** insurance policy will also end.

We will also be happy to send you any of our brochures, letters or statements in Braille, large print or audio, upon request.

Royal Bank of Scotland Premier insurance policies are underwritten by U K Insurance Limited.  
Registered office: The Wharf, Neville Street, Leeds LS1 4AZ. Registered in England and Wales No.1179980.  
U K Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the  
Financial Conduct Authority and the Prudential Regulation Authority. Calls may be recorded.

[rbs.co.uk/premierinsurance](https://www.rbs.co.uk/premierinsurance)

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