

[Funeral Directors]

Motor Fleet Policy Wording

Arranged by



Underwritten by



[Funeral Directors]

Motor Fleet Policy Wording

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Customer Information

Data Protection Notice

Please read the following carefully as it contains important information relating to the details that you have given us. You should show this notice to any other party related to this insurance.

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

Data Protection Act 1998

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

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

Motor Insurance Database

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

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

You can find out more about this from your insurer, or at www.miic.org.uk.

Fraud Prevention, Detection & Claims History

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

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

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

Claims History

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

The aim is to help us to check information provided and also to prevent fraudulent claims.

Under the conditions of your policy, you must tell us about any incident (such as an accident or theft) which may or may not give rise to a claim. When you tell us about an incident, we will pass information relating to it to the registers.

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

How to contact us

On payment of a small fee you are entitled to receive a copy of the information we hold about you. If you have any questions, or you would like to find out more about this notice you can write to

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

Or
Telephone 0800 107 6160

IMPORTANT

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

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

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

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

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

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

Underwritten by
Royal & Sun Alliance Insurance plc

Law Applicable

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

Definitions

The words listed below carry the same meaning wherever they appear in the Policy if they commence with a capital letter and their meaning is not varied by a Definition in a particular Section

Accessories

means audio visual recording or reproduction equipment and communications or navigation equipment permanently fitted to the Insured Vehicle wagon sheets and tarpaulins safety equipment for use solely in connection with the Insured Vehicle and manufacturer's tool kit and Funeral Directors effects including gowns, body bags and stretchers.

Agricultural Vehicle

means any tractor or self-propelled motor vehicle implement used solely for agricultural or forestry purposes

British Isles

means

- a) Great Britain
- b) Northern Ireland
- c) the Isle of Man
- d) the Channel Islands
- e) transit by water rail or air within or between any of these territories provided this transit is by a commercial carrier

Certificate of Motor Insurance

means the document which provides evidence that an insurance contract is in force which satisfies the requirements of the current road traffic legislation

The Certificate of Motor Insurance

- a) has the same number as the Policy
- b) shows who may drive the Insured Vehicle
- c) shows the uses to which the Insured Vehicle can be put
- d) shows the uses to which the Insured Vehicle cannot be put

Endorsement

means an amendment to the Policy

Goods Carrying Vehicle

means any motor vehicle manufactured and used for the carriage of goods which is not an Agricultural Vehicle

Hire Car

means any passenger carrying motor vehicle with not more than eight passenger seats and licensed for the carriage of passengers for hire or reward

Insured Vehicle

means any motor vehicle registered in Great Britain Northern Ireland the Isle of Man or the Channel Islands (including its Accessories and spare parts while thereon or if the vehicle is a Motor Car while in the private garage of the Policyholder or their employee) mentioned by Description of Vehicles or Registration Number in the Certificate of Motor Insurance bearing the number of this Policy as the certificate number which has been delivered to the Policyholder and remains effective or mentioned by Description of Vehicles or Registration Numbers in the Policy Schedule or any motor vehicle which is carrying in the manner prescribed by law a Trade Plate bearing one of the Trade Plate registration numbers notified to the Insurers

for the purposes of Section 8 of this Policy the expression 'any motor vehicle' above is replaced by 'any Motor Car or Goods Carrying Vehicle with a gross vehicle weight not exceeding 3.5 tonnes'

Insurers

means Royal & Sun Alliance Insurance plc

Mini Bus

means any passenger carrying motor vehicle with more than eight but not more than sixteen passenger seats

Motor Car

means any private passenger carrying motor vehicle with not more than eight passenger seats and not more specifically defined by a Definition

Motor Coach

means any passenger carrying motor vehicle authorised to carry more than sixteen passengers

Motor Cycle

means any motor cycle moped or motor cycle and sidecar

Period of Insurance

means

- a) the duration of the Policy as shown on the Certificate of Motor Insurance and
- b) any subsequent period for which the Insurers may accept payment for the renewal of this Policy

Policy

means the documents consisting of

- a) the Proposal Form
- b) this policy book
- c) the Policy Schedule
- d) the Certificate of Motor Insurance and
- e) any Endorsements

Policy Schedule

means the document which describes any details specific to the Policyholder

Policyholder

means whoever is named in the Policy Schedule under the heading Policyholder/Insured

Proposal Form

means the form signed by the Policyholder and any other accompanying details which provide details of all material information relevant to the cover which the Policyholder has requested

Replacement Vehicle

means the vehicle supplied by the Supplier under the terms and conditions of Section 8 of this Policy to replace an Insured Vehicle

Special Type

means any motor vehicle constructed to operate primarily as a tool and not designed for the carriage of goods or passengers

Supplier

for the purposes of Section 8 of this Policy the Supplier is an organisation in the UK with which the Insurers have an agreement for the provision of Replacement Vehicles

Territorial Limits

means

- a) Great Britain Northern Ireland the Isle of Man or the Channel Islands
- b) any other member country of the European Union
- c) Croatia Iceland Liechtenstein Norway or Switzerland
- d) any other country in respect of which the Insurers agree to provide cover following a request by the Policyholder but only for the period agreed by the Insurers

and in the course of transit (including processes of loading and unloading) by sea between any ports therein provided that such transit shall be by any recognised sea passage of not longer duration under normal conditions than 65 hours

Terrorism

Terrorism shall mean acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of HM Government in the United Kingdom or any government de jure or de facto

Trade Plate

means any trade plate issued in accordance with the Regulations applicable to trade licences

Trailer

means any trailer or agricultural or forestry implement or machine which is properly constructed to be towed by a motor vehicle

Insurance Provided

The cover provided and the classes of vehicle insured by this Policy are as stated in the Policy Schedule

The Sections of the Policy applicable to each type of cover are as follows

Comprehensive

Sections 1 to 7 inclusive
Section 8

Third Party Fire and Theft

Section 1 but only in respect of loss or damage caused by fire lightning explosion theft attempted theft or the taking away of the Insured Vehicle without the consent of the Policyholder
Sections 2 to 7 inclusive
Section 8

Third Party Only

Sections 2 to 7 inclusive

Section 1 - Loss of or Damage to the Insured Vehicle

A Cover

Comprehensive Cover

If the Insured Vehicle is lost or damaged the Insurers will indemnify the Policyholder by at their own option repairing or replacing the Insured Vehicle or paying the amount of the loss or damage

The Insurers' liability in respect of the Insured Vehicle shall not exceed the market value immediately prior to such loss or damage or the Policyholder's estimate of value notified to the Insurers whichever is the lesser

Better Vehicle Cover

If within one year of first registration as new any Insured Vehicle which is purchased new by the Policyholder and is owned by the Policyholder or held by the Policyholder from new under a hire purchase leasing or contract hire agreement and insured for loss or damage by fire theft or accidental damage is

- a) lost by theft and not recovered
- b) damaged to the extent that the cost of repairs will exceed 50% of the manufacturer's recommended retail price plus taxes immediately prior to such damage and the claim is settled as a total loss

the Insurers will pay for the cost of purchasing a new replacement vehicle of the same make and model

Provided that

- i) the Policyholder requests it
- ii) any other interested party known to the Insurers consents and
- iii) such a replacement is available
- iv) for vehicles other than Motor Cars the total payment will be limited to a maximum of £5,000 above the Insured Vehicle's market value immediately prior to such loss or damage

Loss or Theft of Keys

If the keys or lock transmitter for an Insured Vehicle are lost or stolen we will pay for the cost of replacing

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

The Insurers will also pay the cost of re-coding or if necessary replacing any alarm system used in connection with the Insured Vehicle

The total amount payable as a result of the loss or theft of keys or lock transmitter will be limited to a maximum of £1,000 any one incident per Insured Vehicle

B Extensions

1 Extension of cover

While the Insured Vehicle is in the custody of a member of the motor trade for maintenance or repair or of an hotel restaurant car park or similar commercial organisation for parking the following shall be inoperative

- a) Exception 1 of this Section
- b) General Exceptions A a) and A c) of Section 5

2 Recovery and Redelivery

Following loss or damage insured by this Policy the Insurers will pay the reasonable cost of

- a) protection and removal of the Insured Vehicle if disabled to the nearest competent repairers
- b) delivery after repair or after recovery of the Insured Vehicle to the Policyholder's address in the British Isles

3 Hiring and other Agreements

If the Insurers know that the Insured Vehicle is hired leased or loaned to the Policyholder under a hire purchase vehicle leasing or other agreement any payment shall be made to the owner whose receipt shall be a discharge of any claim under this Section

4 Authority to Repair the Insured Vehicle

Following damage insured by this Policy the Policyholder may authorise the repair of the Insured Vehicle provided that the Insurers are notified immediately

5 Loss of Use

Following loss or damage insured by this Policy in respect of motor hearses or other Insured Vehicles used solely for the carriage of mourners and ambulances used solely for the carriage of bodies the insurers will pay the reasonable cost of hiring an alternative vehicle of the same type Maximum payment for any one incident limited to £5,000 in total subject to a maximum 50 day hire period

C Exceptions

Exceptions to Section 1

The Insurers shall not be liable for

- 1 the first amount stated below of any claim for loss or damage while the Insured Vehicle is being driven by or is in the charge of any person who
 - a) is under 21 years of age £250
 - b) is under 25 but not under 21 years of age £150
 - c) is 25 years of age or over and
 - i) holds a provisional licence or
 - ii) has held a full licence for less than 12 months to drive a vehicle of the same class as the Insured Vehicle £150
 - d) does not hold a licence to drive but is driving in circumstances where a licence is not required by law £150

This Exception shall not apply to loss or damage

- i) resulting from fire lightning explosion theft or attempted theft or the taking away of an Insured Vehicle without the consent of the Policyholder
 - ii) to the windscreen or windows where this is the only damage to the Insured Vehicle other than scratching of bodywork resulting from the breakage
 - iii) where the Insured Vehicle is an Agricultural Vehicle
- 2 loss or damage due to the theft or attempted theft occurring while the Insured Vehicle is left unlocked with the ignition key inside the vehicle
- 3 loss of use depreciation wear & tear mechanical electrical electronic or computer breakdowns breakages or failures
- 4 loss resulting from deception by a purported purchaser or his agent
- 5 damage to tyres by application of brakes or by punctures cuts or bursts
- 6 loss or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

Section 2 - Liability to Third Parties

A Cover

Sub-Section 1 - Indemnity to Policyholder

The Insurers will indemnify the Policyholder in respect of legal liability incurred for damages and claimant's costs and expenses in respect of accidental

- a) death of or bodily injury to any person
- b) loss of or damage to material property provided that the Insurers' liability shall not exceed the amount shown in the Policy Schedule or such greater sum as may be compulsorily insurable in the country in which the insured event occurs in respect of any one claim or number of claims arising out of one cause
- c) stoppage of or interference with pedestrian vehicular rail air or waterborne traffic or escape or discharge of any substance or gas up to a limit of £1,000,000 any one claim or number of claims arising out of one cause

in connection with the use of the Insured Vehicle including loading or unloading

The Insurers will in addition pay in respect of any event which may be the subject of indemnity under this Sub-Section

- i) solicitors' fees for representation at any coroner's inquest or fatal inquiry or court of summary jurisdiction
- ii) costs and expenses incurred with their written consent
- iii) the costs of defence against a charge of manslaughter or causing death by dangerous driving

Sub-Section 2 - Indemnity to Other Persons

The Insurers will also indemnify in the terms of Sub-Section 1

- a) any person permitted to drive the Insured Vehicle under the terms of the Certificate of Motor Insurance
- b) any person using but not driving the Insured Vehicle for social domestic and pleasure purposes with the Policyholder's permission
- c) any passenger in the Insured Vehicle other than the driver
- d) i) any principal with whom the Policyholder has an agreement
ii) any hirer of the Insured Vehicle other than under a hire purchase agreement
provided that the Insurers shall not be liable in respect of liability arising from the act default or neglect of the principal/hirer his servant or agent
- e) the legal personal representatives of any person entitled to indemnity under this Section in respect of liability incurred by that person

The total amount payable by the Insurers in respect of any of the Sections irrespective of the number of parties insured by this Policy having a claim under this Policy in respect of such Sections shall not exceed in the whole any stated Limits of Liability

For the purposes of any stated Limits of Liability all of the parties insured under this Policy shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely the Insurers and the Policyholder

Sub-Section 3 - Cross Liabilities

If the Policyholder comprises more than one party which in the case of a partnership includes each individual partner the Insurers will indemnify each in the terms of this Policy against liability incurred to the other as if such other was not included as a Policyholder

Sub-Section 4 - Unauthorised Movement

The Insurers will provide indemnity in the terms of this Section in respect of an accident caused by or through or in connection with any motor vehicle not the property of or hired under a hire purchase agreement to or leased under a vehicle leasing agreement or lent to the Policyholder moved by a person in the Policyholder's employ to facilitate the passage of an Insured Vehicle described in the Policy Schedule

Exceptions f) and g) to Section 2 do not apply to this Sub-Section

Sub-Section 5 - Contingency Cover

The Insurers will indemnify the Policyholder and no other person in the terms of Sub-Section 1 of this Section while any motor vehicle not the property of or provided by the Policyholder is being used in connection with the Policyholder's business by any person in the Policyholder's employ but the Insurers shall not be liable

- a) if there is any other insurance covering the same liability
- b) for loss of or damage to such motor vehicle

Sub-Section 6 - Towing Disabled Vehicles

The Insurers will provide indemnity in the terms of this Section while the Insured Vehicle is being used for the purpose of towing one disabled mechanically-propelled vehicle providing that

- a) the vehicle is not towed for reward
- b) the Insurers shall not be liable in respect of loss or damage to the towed vehicle or property being conveyed by such vehicle

B Exceptions

Exceptions to Section 2

The Insurers shall not be liable

- a) for liability arising from the loading or unloading beyond the limits of any carriageway or thoroughfare by any person other than the driver or attendant of the Insured Vehicle
- b) for death of or bodily injury to any person arising out of and in the course of such person's employment by the person claiming indemnity under this Section except as is required by any road traffic legislation
- c) to indemnify any person driving unless that person holds a licence to drive the Insured Vehicle or has held and is not disqualified for holding or obtaining such a licence
- d) to indemnify any person not driving but claiming indemnity if to his knowledge the person driving does not hold a licence to drive the Insured Vehicle unless he has held and is not disqualified for holding or obtaining such a licence
- e) to indemnify any person other than the Policyholder if that person is entitled to indemnity under any other policy
- f) for damage to any motor vehicle in connection with which indemnity is provided by this Section
- g) for damage to property owned by or in the custody or control of
 - i) the Policyholder or any person claiming indemnity under this Section or
 - ii) any person in the service of the Policyholder or any person claiming indemnity under this Section where the property is in the custody or control of that person by virtue of that service
- h) for damage to property being conveyed by the Insured Vehicle
- i) for liability arising out of
 - i) the operation as a tool of the Insured Vehicle or attached plant
 - ii) the distribution or escape of livestock liquids gases or other substances (but not motor fuel lime or fertilisers) from any Agricultural Vehicle unless such escape arises out of the collision or impact of such vehicle with any object or the overturning of such vehicleexcept as is required by any road traffic legislation
- j) for any liability of whatsoever nature directly caused by or contributed to by or arising from the Insured Vehicle while in or on that part of any commercial or military airport or airfield provided for
 - i) the take-off or landing of aircraft or the movement of aircraft on the ground
 - ii) aircraft parking including any associated service roads refuelling areas ground equipment parking areas aprons maintenance areas and hangarsexcept as is required by any road traffic legislation

- k) for injury loss or damage directly or indirectly caused by pollution or contamination unless caused by a sudden identifiable unintended and unexpected incident which occurs in its entirety at a specific time and place during the Period of Insurance

For the purpose of this Exception pollution or contamination shall mean actual alleged or threatened release discharge escape or dispersal of any solid liquid gaseous or thermal irritation contaminant including smoke vapour soot fumes acids alkalis chemical or waste (including materials to be recycled reconditioned or reclaimed)

but Exceptions c) and d) shall not apply when a licence is not required by law

Section 3 - Trailers

A Cover

A Trailer shall be insured in the terms of this Policy as though it were an Insured Vehicle if

- a) it is attached to a Motor Car
- b) details of the Trailer have been specified to the Insurers
- c) it is not specified but the Policy Schedule shows that unspecified Trailers are insured and the Trailer
 - i) is attached to or connected to an Insured Vehicle
 - ii) has been attached to or connected to and while away from the Policyholder's premises is temporarily detached from or disconnected from but remains in the vicinity of an Insured Vehicle

The cover applicable to an unspecified Trailer shall be that applying to the Insured Vehicle

Contingent Liability Cover for Trailers

The Insurers will indemnify the Policyholder in the terms of Section 2 in respect of any Trailer the property of or hired under a hire purchase agreement to or leased under a vehicle leasing agreement to the Policyholder while it is not in the custody or control of the Policyholder

If at the time of occurrence of any accident giving rise to any claim under this Policy there is any other existing insurance covering the same liability the Insurers shall not be liable to make any payment under this Policy

B Exceptions

Exceptions to Section 3

The Insurers shall not be liable

- a) under Paragraph A c) of this Section for Trailers with plant permanently attached while the Trailer is detached from or disconnected from the towing vehicle
- b) if the Insured Vehicle to which an insured Trailer is attached is drawing a greater number of Trailers than is permitted by law
- c) for the first £100 of a theft or attempted theft claim arising from an insured Trailer which is detached from and which does not remain in the vicinity of the towing vehicle

This exception shall not apply where the detached Trailer was in a locked garage or locked building at the time of the attempted theft

C Conditions

Conditions for Section 3

- a) While any Trailer is attached to a towing vehicle or power unit they shall together be regarded as one vehicle
- b) Any plant permanently attached to a Trailer shall be regarded as part of that Trailer

Section 4 - Special Provisions

A Customs Duty

Provided that liability arises directly from the loss or damage insured by this Policy and that the Insured Vehicle is insured for Comprehensive Cover the Insurers will indemnify the Policyholder against liability for the enforced payment of customs duty

B Other Charges

The Insurers will indemnify the Policyholder against General Average Contribution and Salvage and Sue and Labour charges incurred due to the transportation of the Insured Vehicle by sea

Provided always that

- a) such Insured Vehicle is insured for Comprehensive Cover
- b) the contribution relates to the value of such Insured Vehicle

C Spanish Bail Bond

If as a direct result of an accident in Spain which is or might be the subject of indemnity under this Policy the Policyholder and/or the person driving the Insured Vehicle with the Policyholder's authority at the time of the accident is detained or the Insured Vehicle is impounded by the competent authorities and a guarantee or monetary deposit is required for their release the Insurers will furnish such a guarantee or deposit not exceeding £5,000 in all

Immediately the guarantee is released or the deposit becomes recoverable the Policyholder shall comply with all necessary formalities and give the Insurers all such information and assistance as they require to obtain the cancellation of the guarantee or the return of the deposit

If the guarantee or deposit is wholly or in part forfeited or taken for the payment of fines or costs in or as the result of any penal proceedings against the Policyholder or the person driving the Policyholder shall repay such amount to the Insurers forthwith

D Personal Clothing and Effects

If personal clothing or effects are lost or damaged by fire theft attempted theft or accident while in or on the Insured Vehicle the Insurers will indemnify the Policyholder or if the Policyholder so wishes the owner of the property by paying in cash the amount of the loss or damage up to the amount shown in the Policy Schedule in all for any one occurrence

The receipt of the owner of the property shall be a full discharge of the Insurers' liability

Provided always that

- a) the Insured Vehicle is insured for Comprehensive Cover
- b) the Insurers shall not be liable for
 - i) money stamps tickets documents or securities
 - ii) theft of any property carried in an open or convertible Insured Vehicle unless in a locked boot or locked compartment

The total amount payable as a result of loss or damage to personal clothing or effects will be limited to a maximum of £250 any one incident per insured vehicle

E Medical Expenses

If any occupant of the Insured Vehicle shall in direct connection with the Insured Vehicle sustain any bodily injury caused by accidental external means and the Insured Vehicle is insured for Comprehensive Cover the Insurers will at the request of the Policyholder pay medical expenses in connection with that injury up to the amount of £250 for each person injured

F Emergency Treatment

The Insurers will indemnify any person using the Insured Vehicle in respect of liability under the current road traffic legislation to pay for Emergency Treatment fees

G Unauthorised Use

Notwithstanding General Exception A a) of Section 5 the Insurers will indemnify the Policyholder and no other person in the terms of this Policy while the Insured Vehicle is being driven without the Policyholder's consent by any person in the Policyholder's employ

H Motor Car Sharing

The receipt of contributions as part of a car sharing arrangement for social or other similar purposes in respect of the carriage of passengers on a journey in an insured Motor Car will not be regarded as constituting the carriage of passengers for hire or reward or the use of the Motor Car for hiring provided that

- a) the Motor Car is not constructed or adapted to carry more than eight passengers excluding the driver
- b) the passengers are not being carried in the course of a business of carrying passengers
- c) the total contributions received for the journey do not involve an element of profit

I Personal Accident

The Insurers will pay the following benefits to the driver of the Insured Vehicle (or his legal personal representatives) in the event of his sustaining in connection therewith bodily injury by accidental external violent and visible means which independently of any other cause and within twelve calendar months results in

- a) death £5,000
- b) complete and permanent loss of sight of any eye £5,000
- c) loss by severance of a limb at or above the wrist or ankle £5,000

Provided that payment in respect of any one accident shall not exceed £5,000

J Emergency Overnight Accommodation

In the event of the Policyholder or any other person entitled to drive being deprived of the use of the Insured Vehicle as a result of loss or damage insured under this Policy and being unable to reach his or her destination the same day the Insurers will pay necessary expenses for emergency accommodation limited to two nights and not exceeding £50 for the driver or £250 for all occupants of the vehicle

K Temporary Replacement Vehicle

If the Insured Vehicle is a Motor Car not being used for the carriage of goods or persons for any form of hire or reward owned by the Policyholder or the subject of a hire purchase leasing or contract hire agreement then if the Insured Vehicle is in the custody of one of the Insurers' 'Priority Repairers' for repair to damage insured under this Policy the 'Priority Repairer' will provide a temporary Motor Car for the duration of the repairs

The insurance provided by this Policy will apply to the temporary Motor Car as though it was an Insured Vehicle

L No Claims Discount

If no incident resulting in a claim under this policy has occurred during the following Periods of Insurance the next renewal premium will be reduced by the discount shown in the following scale

One year	10%
Two consecutive years	20%
Three consecutive years	30%
Four consecutive years	40%
Five consecutive years	50%

A claim arising from a single incident which occurs after a 50% discount has been earned will reduce the discount at renewal to 30% and a 40% discount will in the same circumstances be reduced to 20% and 30% discount will be reduced to 10%

Payments for the following will not affect the discount

- a) payment for Emergency Treatment
- b) payment under Section 1 in respect of breakage of the windscreen or windows where this is the only damage to the Motor Vehicle other than scratching of the bodywork resulting from the glass breakage
- c) payment under Sub-Section 5 of Section 2

Section 5 - General Exceptions

The Insurers shall not be liable in respect of

Exception A - Use and Driving

death injury loss or damage occurring or liability arising while the Insured Vehicle is being

- a) used with the consent of the Policyholder or his representative otherwise than in accordance with the limitations as to use in the Certificate of Motor Insurance
- b) driven by the Policyholder unless he holds a licence to drive the Insured Vehicle or has held and is not disqualified for holding or obtaining such a licence
- c) driven with the consent of the Policyholder or his representative by any person
 - i) who is not specified in the Certificate of Motor Insurance
 - ii) who the Policyholder or his representative knows does not hold a licence to drive the Insured Vehicle unless he has held and is not disqualified for holding or obtaining such a licence

but Exceptions b) and c) shall not apply when a licence is not required by law

Exception B - Rallies Competitions and Motor Trials

any liability arising while any motor vehicle insured by this Policy is used in a rally or competition or motor trial except as is required by any road traffic legislation

but this Exception shall not apply in respect of any event organised for the purpose of encouraging road safety in which the route shall not exceed 100 miles and no merit is attached to a competitor's performance on the public highway except in relation to good road behaviour and compliance with the Highway Code. If such event includes driving tests the driving area shall not exceed 100 metres square and no test shall be timed

Exception C - Contractual Liability

- a) any liability for liquidated damages fines or penalties
- b) any liability which attaches because of an agreement but which would not have attached in the absence of that agreement unless the conduct and control of claims is vested in the Insurers

Exception D - Trade Plate

death injury loss or damage occurring or liability arising beyond the limits of any road while a motor vehicle is carrying a Trade Plate

but this Exception shall not apply when during the course of a journey the motor vehicle is temporarily garaged elsewhere than in or on any premises owned by or in the occupation of the Policyholder

Exception E - Radioactive Contamination

loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

- a) ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

Exception F - War

any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power except so far as is necessary to meet the requirements of any road traffic legislation

Exception G - Riot and Civil Commotion

any consequence of riot or civil commotion occurring in Northern Ireland

This Exception does not apply to Section 2

Exception H - Terrorism

any consequence of Terrorism except so far as is necessary to meet the requirements of any road traffic legislation

If the Insurers are required to indemnify the Policyholder in respect of legal liability incurred for damages and claimants costs and expenses in respect of Terrorism within the terms of any road traffic legislation for loss or damage to material property the Insurers' liability shall not exceed

- a) the amount shown in the Policy Schedule in respect of Third Party Property Damage or £5,000,000 whichever is the lower or
- b) such greater sum as may be required by any road traffic legislation in the country in which the insured event occurs

in respect of any one claim or number of claims arising out of one cause in connection with the use of the Insured Vehicle

This exception does not apply to Section 1 Loss of or Damage to the Insured Vehicle

Section 6 - Conditions

Condition A - Compliance with Policy Terms

The liability of the Insurers will be conditional on the Policyholder complying and as appropriate any other person entitled to indemnity complying as though they were the Policyholder with the terms of this Policy

Condition B - Reasonable Precautions

The Policyholder shall take and cause to be taken all reasonable precautions to prevent injury loss or damage and shall maintain the Insured Vehicle in a roadworthy condition The Insurers shall have free access to examine the Insured Vehicle at all reasonable times

Condition C - Claims Procedures and Requirements

- a) The Policyholder must report all accidents claims and civil or criminal proceedings to the Insurers in writing as soon as possible
- b) Every letter claim writ or other document relating to any accident claim or civil proceedings must be sent to the Insurers immediately and unacknowledged
- c) No admission of liability or promise of payment may be made without the Insurers' written consent
- d) The Policyholder will give all information and assistance as required

Condition D - Insurers' Rights

- a) The Insurers are entitled to take over and conduct the defence or settlement of any claim at their discretion
- b) The Insurers may at any time pay the limit of liability referred to in Sub-Section 1 of Section 2 after deduction of any sum or sums already paid or any less amount for which any claim or claims can be settled and shall then relinquish the conduct and control thereof and be under no further liability in respect thereof except for the payment of costs and expenses incurred prior to the date of such payment

Condition E - Non-Contribution

If the damage or liability which is the subject of a claim under this Policy is or would but for the existence of this Policy be insured under any other insurance the Insurers shall not be liable under this Policy except to the extent of any excess beyond the amount payable under such other insurance had this Policy not been effected

Condition F - Right of Recovery

The Policyholder shall repay to the Insurers all sums paid by them because of the requirements of any law if the Insurers would not have been liable for those payments by the terms of this Policy

Condition G - Application of Limits of Liability

In the event of any accident involving indemnity to more than one person any limitation in this Policy of the amount of that indemnity shall apply to the aggregate amount and such indemnity shall apply in priority to the Policyholder

Condition H - Declaration and Premium Adjustment

Prior to the commencement of any Period of Insurance the Policyholder shall provide details of all Insured Vehicles and specified Trailers covered by this Policy

The Policyholder shall provide at the declaration interval shown in the Policy Schedule details of Insured Vehicles and specified Trailers acquired or disposed of and the Policyholder shall pay an additional premium or the Insurers shall pay a return premium calculated as agreed

Condition I - Disclosure Requirement - Type of Vehicle

The Policyholder shall immediately notify to the Insurers details of any motor vehicle belonging hired or lent to the Policyholder for which insurance is required and in respect of which there is no valid Certificate of Motor Insurance

Condition J - Cancellation

This Policy may be cancelled

- a) by the Insurers sending thirty days notice by letter to the last known address of the Policyholder (and in the case of Northern Ireland to the Department for the Environment for Northern Ireland) The Policyholder shall be entitled to a pro rata return of premium calculated from the date of cancellation or if a Certificate of Motor Insurance has been issued from the date of return to the Insurers of such Certificate

- b) by the Policyholder who shall be entitled to a return of premium after deduction of premium at the Insurers' short period rates for the period the Policy has been in force calculated from the date of receipt by the Insurers of notice of cancellation or if a Certificate of Motor Insurance has been issued from the date of receipt by the Insurers of such Certificate The short period rates are calculated using the following proportions of the annual premium

Period up to	Proportion of annual premium
1 month	25%
2 months	33%
3 months	41%
4 months	50%
5 months	58%
6 months	66%
7 months	75%
8 months	83%
9 months	91%
12 months	100%

Condition K - Cancellation - Monthly Premiums

If this Policy is issued or renewed on the basis of monthly premiums the liability of the Insurers will cease in the event of non-payment of any monthly premium on its due date but before cancellation takes effect the Insurers will send seven days notice by letter to the last known address of the Policyholder

Condition L - Motor Insurance Database

It is a condition of the Policy that you supply details of all vehicles insured on the Policy as required by the relevant law applicable in Great Britain and Northern Ireland for entry onto the Motor Insurance Database

Section 7 - Endorsements

THESE ENDORSEMENTS ARE OPERATIVE ONLY IF THE NUMBER SET AGAINST THEM APPEARS IN THE SCHEDULE AND ARE EACH SUBJECT OTHERWISE TO THE TERMS EXCEPTIONS AND CONDITIONS OF THIS POLICY

Endorsement 1 - Own Damage Excess

In respect of each and every occurrence the Insurers shall not be liable for the first amount shown in the Schedule of any claim under Section 1 - Loss or Damage to the Motor Vehicle. This amount shall be in addition to any other amount for which the Insurers are not liable by reason of Exception 1 to Section 1 provided that

- a) if the name of any person or description of any class of persons is shown against this amount this Endorsement shall apply only while the Motor Vehicle is being driven by or is for the purpose of being driven in the charge of one of those persons
- b) this Endorsement shall not apply in respect of loss or damage to the Motor Vehicle caused by fire lightning explosion theft or attempted theft or by the breakage of the windscreen or windows where this is the only damage to the Motor Vehicle other than scratching of bodywork resulting from the glass breakage

Endorsement 2 - Exclusion of Damage Cover for Unnamed Drivers Under 21

The Insurers shall be under no liability under Section 1 - Loss or Damage to the Motor Vehicle - while the Motor Vehicle is being driven by or is for the purpose of being driven in the charge of any person under 21 years of age other than the person(s) specified in the Schedule except for loss or damage caused by fire lightning explosion theft or attempted theft or by the breakage of the windscreen or windows where this is the only damage to the Motor Vehicle other than scratching of bodywork resulting from the glass breakage

Endorsement 3 - Exclusion Loss or Damage caused By Malicious Damage Theft or Frost

The Insurers shall not be liable under Section 1 - Loss or Damage to the Motor Vehicle - for loss or damage caused by

- a) malicious act
- b) theft or any attempted theft or the Motor Vehicle being taken away without consent of the Policyholder
- c) frost

Endorsement 4 - Third Party Working Risk

Except as is required by the Road Traffic Acts the Insurers shall not be liable under Section 2 - Liability to Third Parties - in respect of liability arising out of

- a) subsidence flooding or water pollution
- b) vibration or the removal or weakening of support of any property land or building
- c) the explosion of any vessel under pressure being part of plant attached to or forming part of the Motor Vehicle
- d) damage to pipes or cables

while the Motor Vehicle or attached plant is being operated as a tool

Endorsement 5 - Excluding Third Party Working Risk

Except as is required by the Road Traffic Acts the Insurers shall not be liable under Section 2 - Liability to Third Parties - in respect of liability arising out of the operation as a tool of the Motor Vehicle or attached plant

Endorsement 6 - Indemnity to Hirer Including negligence of Hirer

Notwithstanding any restriction contained in paragraph d of Sub-Section 2 of Section 2 - Liability to Third Parties - the Insurers will indemnify the Hirer of the Motor Vehicle in respect of any loss damage or liability covered by this Policy arising while such vehicle is let on hire other than under a hire purchase agreement provided that he is not entitled to indemnity under any other policy

Endorsement 7 - Cancelling No Claim Discount - Fleet Rated Policy

The No Claim Discount Clause in Section 4 - Special Provisions - of this Policy is cancelled

Endorsement 8 - Blanket Certificates Fleet Rated Policy

The No Claim Discount Clause in Section 4 - Special Provisions - of this Policy is cancelled and Exception A Section 6 - General Exceptions - is amended to read

The Insurers shall not be liable in respect of any Motor Vehicles (except where particulars are already in their possession) unless details are notified to the Insurers within thirty days of the end of each period of three months in the terms required by the Insurers

Endorsement 9 - Agreed Value

In the event of the Motor Vehicle against which this endorsement is shown to apply within the Policy Schedule is lost or totally destroyed and in the event of the Insurers being liable to pay for the loss the sum payable is agreed at the amount shown in the Policy Schedule - subject otherwise to the terms exceptions and conditions of this policy

Section 8 - Replacement Vehicles

This section is only operative if shown in the Policy Schedule

Pay On Use - Scheme A

If an Insured Vehicle is lost or damaged and

- a) has been reported as such to the Insurers and
- b) a valid claim in respect of such loss or damage has been made under this Policy and
- c) is unavailable for use by the Policyholder due to such loss or damage

the Policyholder can access Replacement Vehicles from the Supplier at preferential hire rates

During this time the Replacement Vehicle will be insured under this Policy as if it were the Insured Vehicle it is replacing

The Policyholder will be liable for

- i) the hire charge of the Replacement Vehicle supplied
- ii) the cost of fuel used
- iii) collection and delivery charges where applicable
- iv) any charge for the fitting of Accessories

Availability of Replacement Vehicles

The service for Replacement Vehicles described in this Section is subject to the availability of a suitable Replacement Vehicle from the Supplier

While every reasonable effort will be made to supply a Replacement Vehicle neither the Insurers nor the Supplier will be liable to pay compensation or provide a vehicle from another source should a suitable vehicle be unavailable

Exceptions

Exceptions to Section 8

Replacement Vehicles are not available when loss of or damage to the Insured Vehicle is caused by the breakage of the windscreens or windows where this is the only damage to the Insured Vehicle other than scratching of bodywork resulting from the breakage

Section 9 - No Claim Discount Protection

This section is only applicable if your schedule shows that it is in force

Section 4 - 'Special Provisions' **No Claims Discount** is replaced by the following

A - No Claim Discount Protection

If you have selected No Claims Discount Protection then your No Claim Discount will remain at 50% following up to two at fault claims in five consecutive Periods of Insurance

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

Protected NCD % at Policy Start Date or

Previous renewal	50%
NCD % After 3 or more claims in 5 consecutive periods of insurance	
Three Claims	30%
Four Claims	10%
More than four claims	Nil

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

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

- a) Emergency Treatment Fees
- b) Breakage of glass in
 - i) the windscreen and/or
 - ii) windows

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

COMPLAINTS PROCEDURE

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

Our complaints process

- Initially, please raise your concerns with your usual business contact.
- If your complaint is not resolved or you are not happy with our response and the course of action proposed, you can progress your complaint to our Customer Relations Office.
- A separate investigation will then be carried out in an attempt to resolve your complaint and a final decision issued. However, if resolution is not possible they will issue a response within 8 weeks of your original complaint.

Customer Relations Contact Details

Royal & Sun Alliance Insurance plc
Customer Relations Office
Bowling Mill
Dean Clough Industrial Park
Halifax
HX3 5WA
Telephone: 0800 1076160
Fax: 01422 325146
Email: halifax.customerrelationsoffice@uk.royalsun.com
For your protection, telephone calls may be recorded or monitored.

What to do if you are still not satisfied

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

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR
Telephone: 0845 0801800
Email: enquiries@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

Your rights

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

