

Underwritten by



# FUNERAL DIRECTOR

Motor Insurance Policy

Arranged by





## **Your Funeral Director Policy**

This Policy is a contract between the Policyholder and Royal and Sun Alliance Insurance plc (herein called the Insurer).

This Policy and any Policy Schedule, Endorsements, Clauses and Certificate of Motor Insurance should be read as if they are one document.

The Insurer's acceptance of this risk and the premium calculated is based on the information presented to the Insurer being a fair presentation of the risk to be insured by the Policyholder including any unusual or special circumstances which increase the risk and any particular concerns which the Policyholder may have about their risk and the cover required.

Any reference to the singular will include the plural or vice versa.

Any reference to any statute or statutory instrument will include any modifications or re-enactment thereto.

Any heading in this Policy is for ease of reference only and does not affect its interpretation.

The Insurer will provide the insurance described in this Policy (subject to the terms set out herein) within the Territorial Limits for the Period of Insurance shown in the Policy Schedule and any subsequent period for which the Policyholder shall pay and the Insurer shall agree to accept the premium.

This Policy is underwritten by Royal & Sun Alliance Insurance plc and arranged by South Essex Insurance Brokers Ltd.

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## Definitions

The words defined below, will have the same meaning wherever they appear in the Policy if they commence with a capital letter.

### Accessories

shall mean:

- a) audio, multimedia, communications or navigation equipment, permanently fitted to the Insured Vehicle and have no independent power source.
- b) wagon sheets, tarpaulins and safety equipment for use solely in connection with the Insured Vehicle.
- c) manufacturer's tool kit.
- d) child safety seats.

### Agricultural Vehicle

shall mean an Insured Vehicle which is:

- a) a tractor, or
- b) a self-propelled implement, or
- c) a motor vehicle which is exempt from or does not require Vehicle Excise Duty

used solely for agricultural or forestry purposes.

### Certificate of Motor Insurance

shall mean the document which provides evidence that an insurance contract is in force and 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 and
- d) shows the uses to which the Insured Vehicle cannot be put.

### Endorsement

shall mean an amendment to the Policy and is shown in the Policy Schedule.

### Excess

shall mean the first amount payable in respect of any claim for loss or damage to the Insured Vehicle and applies to each individual Insured Vehicle.

### Goods Carrying Vehicle

shall mean any motor vehicle constructed and used for the carriage of goods which is not an Agricultural Vehicle.

### Hire Car

shall mean 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

shall mean 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):

- a) mentioned by Description of Vehicles or Registration Number in the Certificate of Motor Insurance.
- b) mentioned by Description of Vehicles or Registration Number in the Policy Schedule.
- c) 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.

### Insurers

shall mean Royal & Sun Alliance Insurance plc.

### Minibus

shall mean any passenger carrying motor vehicle with more than eight but not more than sixteen passenger seats.

### Motor Car

shall mean any private passenger carrying motor vehicle with not more than eight passenger seats and not more specifically defined Definition.

### Motor Coach

shall mean any passenger carrying motor vehicle constructed and licenced to carry more than sixteen passengers.

### Motor Cycle

shall mean any mechanically propelled:

- a) two wheeled vehicle, or
- b) 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 46 centimetres apart

with or without a sidecar or Trailer attached and not being an invalid carriage.

### No Claim Discount

means a discount from the premium in return for not making or having a claim.

### Period of Insurance

shall mean:

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

## Policy

shall mean the documents consisting of:

- a) this policy document,
- b) the Policy Schedule and any subsequent replacement Policy Schedule,
- c) the Certificate of Motor Insurance, and
- d) any Endorsements.

## Policy Schedule

shall mean the document which describes any details specific to the Policyholder and details of the cover provided.

## Policyholder

shall mean whoever is named in the Policy Schedule under the heading Policyholder.

## Pollution and 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).

## Replacement Vehicle Supplier

shall mean an organisation in the UK with which the Insurers have an agreement for the provision of a temporary replacement vehicle.

## Special Type

shall mean any motor vehicle constructed to operate primarily as a tool and not designed for the carriage of goods or passengers and not more specifically defined.

## Territorial Limits

shall mean:

- a) Great Britain, Northern Ireland, the Isle of Man or the Channel Islands,
- b) any other member country of the European Union,
- c) Andorra, Iceland, Norway, Serbia, Switzerland or Liechtenstein,
- d) any other country for which the Insurers agree to provide cover following a request by the Policyholder but only for the period agreed by the Insurers and for which a green card has been issued,

and in the course of transit (including processes of loading and unloading) by water between any ports therein, provided that such transit shall be by any commercial carrier for a duration of not longer than 65 hours under normal conditions.

## 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 legitimate government whether or not legally established.

## Trade Plate

shall mean any trade plate issued in accordance with the Regulations applicable to trade licences.

## Trailer

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

## Vehicle Keys

shall mean any device used for starting the Insured Vehicle or using its locks or immobiliser.

## Insurance Provided

The Insurer will provide insurance within the Territorial Limits for,

- a) the Period of Insurance,
- b) classes of vehicles and
- c) the type of cover,

shown in the Policy Schedule.

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

### **Comprehensive**

Sections 1 to 9 inclusive

### **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 9 inclusive

### **Third Party Only**

Sections 2 to 7 inclusive

Section 9

# Section 1 – Loss or Damage to the Insured Vehicle

## A Cover

### 1 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.

The Insurers may use suitable parts not supplied by the original manufacturer.

### 2 New Vehicle Cover

If within one year of first registration as new, any Insured Vehicle is:

- a) stolen and not recovered, or
- 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, in respect of:

- i) a Motor Car or a Goods Carrying Vehicle not greater than 3.5 ton gross vehicle weight, owned and purchased as new by the Policyholder, pay for or provide a new replacement vehicle of the same make and model, if such a replacement is available.
- ii) a Motor Car or a Goods Carrying Vehicle not greater than 3.5 ton gross vehicle weight, held by the Policyholder from new, under a hire purchase, leasing or contract hire agreement, pay the market value immediately prior to such total loss or the cost to settle the outstanding hire or lease amount whichever is greater.
- iii) any vehicles other than stated in i) or ii) above, pay up to a maximum amount of £10,000 above the Insured Vehicle's market value, immediately prior to such loss or damage.

Provided that

- 1) the Policyholder requests it,
- 2) any other interested party known to the Insurers consents.

The Insurers will be entitled to take possession and ownership of the lost or damaged Insured Vehicle.

### 3 Loss or Theft of Keys

If the Vehicle Keys are lost or stolen the Insurers will pay for the cost of replacing:

- a) the affected locks,

- b) the lock transmitter and central locking interface, or
- c) re-coding any alarm or immobiliser system used in connection with the Insured Vehicle.

The maximum amount payable will be £1,000 any one incident.

### 4 Misfuelling

Following the accidental filling of the fuel tank with inappropriate fuel for the Insured Vehicle the Insurer will pay for the cost of

- A) draining and cleaning of the fuel tank and any associated engine parts and
- B) repairing any damage to the Insured Vehicle.

## B Extensions

### 1 Service, Repair or Parking

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

- a) Exclusion 1 of this Section.
- b) General Exclusions 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 Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

### 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 under this Section shall be made to the owner whose receipt shall be a discharge of any claim.

### 4 Authority to Repair the Insured Vehicle

Following damage insured by this Policy, the Policyholder may authorise reasonable and necessary repairs to the Insured Vehicle, provided that the Insurers are notified without undue delay.

### 5 Coffin Replacement

The Insurers will pay for damage to

- A) a coffin and
- B) flowers provided by mourners

as a result of an accident involving the Insured Vehicle.

The maximum amount payable under this extension will be £1,000 any one incident.

## 6 Loss of Use

Section 1 Loss of or Damage to the Insured Vehicle  
Exclusion 3 shall not apply following loss or damage insured by this Policy in respect of

- A) motor hearses or
- B) vehicles used mainly for the carriage of mourners or
- C) ambulances used mainly for the carriage of bodies

the Insurers will pay the reasonable costs of hiring an alternative vehicle of the same type

The total amount payable under this Extension will be £18,000 subject to a maximum hire period of 60 days

- 8 damage to tyres caused by, application of brakes or, punctures, cuts or bursts.
- 9 loss or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- 10 loss or damage caused by any government, public or local authority, legally removing, keeping or destroying the Insured Vehicle.

## C Exclusions to Section 1

The Insurers shall not be liable for:

- 1 the Excess 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 19 years of age £400
  - b) is under 21 but not under 19 years of age £250
  - c) is 21 years of age or over and
    - i) holds a provisional licence or £250
    - ii) has held a full licence for less than 12 months to drive a vehicle of the same class as the Insured Vehicle. £250
  - d) does not hold a licence but is driving in circumstances where a licence is not required by law £250

The Excess above shall be in addition to any other Excess shown in the Policy

This Exclusion shall not apply to loss or damage

- i) caused by 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 theft, attempted theft or taking without consent if the Insured Vehicle is:
  - a) left unlocked and unattended.
  - b) left unattended and the Vehicle Keys are left in, on or about the Insured Vehicle.
- 3 loss of use.
- 4 loss of value following repair or depreciation.
- 5 any wear, tear or general maintenance.
- 6 loss or damage caused by mechanical, electrical electronic or computer breakdowns, breakages or failures.
- 7 loss arising from deception by a purported purchaser or his agent.



## 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, including claimant's costs and expenses, for accidental

- a) death of or bodily injury to any person,
- b) loss or damage to third party property, provided that the Insurers' liability shall not exceed the amount shown in the Policy Schedule or such greater sum as may be legally required to be insured, under laws of the country in which the insured event occurs, in respect of, any one claim or number of claims arising from 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 from one cause,

in connection with the use of the Insured Vehicle and any attached Trailer including loading or unloading.

In respect of any event which may be the subject of indemnity under this Sub-Section, the Insurers will in addition, pay with their written consent:

- i) solicitors' fees for representation at any coroner's inquest or fatal inquiry or court of summary jurisdiction.
- ii) the costs of defence against a charge of manslaughter or causing death by dangerous or careless driving.
- iii) costs of defence against any criminal proceedings, including costs of prosecution, awarded against the Policyholder for an offence of corporate manslaughter or corporate homicide or a breach of the Health and Safety at Work Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 as amended from time to time.
- iv) costs of any appeals if there is a reasonable prospect of success
- v) other reasonable and necessary costs and expenses incurred

The Insurers shall not pay for

- 1) proceedings arising from any deliberate or intentional, criminal act or omission.
- 2) fines or penalties of any kind.
- 3) if the Policyholder is entitled to indemnity for defence costs under any other insurance policy.

#### Sub-Section 2 – Other Persons Entitled to Indemnity

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 or getting into or out of 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 and provided the Insured Vehicle is being used in accordance with the terms of the certificate.

Provided that the Insurers shall not be liable in respect of liability arising from the act, default or neglect of the principal or the hirer or 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.
- f) at the request of the Policyholder any director or employee of the Policyholder.

#### Sub-Section 3 – Cross Liabilities

If the Policyholder comprises more than one party, the Insurers will indemnify each in the terms of this Policy against liability incurred to the other as if a separate policy had been issued to each.

#### Sub-Section 4 – Unauthorised Movement of Third Party Vehicles

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, nor hired, leased or loaned under a hire purchase, vehicle leasing agreement or other agreement 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.

Exclusions 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, nor 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 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.

### Sub-Section 7 – Maximum Amount Payable

The total amount payable by the Insurers under this Section, and any Sub Sections, in respect of, any one claim or number of claims arising from one cause, irrespective of the number of parties insured by this Policy, shall not exceed in the aggregate any stated Limits of Liability shown in the Policy Schedule.

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.

## B Exclusions 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 from, 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 valid licence to drive the Insured Vehicle or has held and is not disqualified from, 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 valid licence to drive the Insured Vehicle unless he has held and is not disqualified from, 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 from
    - 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 from the collision or impact of such vehicle with any object, or the overturning of such vehicle
- except 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 any 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 hangars,
- except 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, or unexpected incident which occurs in its entirety at a specific time and place, during the Period of Insurance.
  - l) for liability arising from the carriage of dangerous goods as referred to in any legislation and related regulations, governing the carriage of dangerous goods by road, except as is required by any road traffic legislation.

Exclusions c) and d) shall not apply when a licence is not required by law.

## Section 3 – Trailers

### A Cover

#### Liabilities to Third Parties

Any Trailer shall be insured in the terms of Section 2 of this Policy whilst it is attached to or connected to the Insured Vehicle.

#### Loss or Damage to the Trailer

Any 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) unspecified Trailers are shown in the Policy Schedule as insured including whilst temporarily detached from or disconnected from the Insured Vehicle during the course of a journey and remains in the vicinity of an Insured Vehicle.

The cover applicable to any Trailer described in a) or b) above shall be that applying to the Insured Vehicle to which the trailer is attached.

- c) details of the Trailer are specified in the Policy Schedule and it is attached to, detached or disconnected from 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 any claim there is any other existing insurance covering the same liability, the Insurers shall not be liable to make any payment under this Policy.

### B Exclusions to Section 3

The Insurers shall not be liable,

- a) under A Cover, Loss or Damage to the Trailer, paragraph b) 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 a Trailer is attached is drawing a greater number of Trailers than is permitted by law.
- c) for the greater of the first £250 or Excess shown in the Policy Schedule in respect of any theft or attempted theft claim arising when a Trailer specified in the Policy Schedule is detached from and is not within the vicinity of the towing vehicle.

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

- d) for loss or damage to any fixtures, fittings or utensils carried in or on the trailer.
- e) for loss or damage if the Trailer is a caravan.

## Section 4 – Special Provisions

### A Personal Clothing and Effects

If personal clothing or effects are lost or damaged while in or on the Insured Vehicle, the Insurers will indemnify the Policyholder or if the Policyholder requests, 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, for any one occurrence.

Provided always that:

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

### B 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, the Insurers will at the request of the Policyholder pay medical expenses in connection with that injury up to the amount shown in the Policy Schedule for each person injured.

### C Emergency Treatment

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

### D Unauthorised Use

Other than as stated in General Exclusion A paragraph 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 or used by any person without the knowledge or consent of the Policyholder for any purpose not permitted by this Policy.

### E 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.

### F Personal Accident

The Insurers will pay the following benefits to the driver of the Insured Vehicle (or his personal representatives) in the event of an accident if the driver while in or getting into or out of the Insured Vehicle sustains bodily injury by accidental external violent and visible means which independently of any other cause and within twelve calendar months of the accident results in:

- |   |         |
|---|---------|
| a) Death  | £10,000 |
| b) Complete and permanent loss of sight of any eye            | £10,000 |
| c) Loss by severance of a limb at or above the wrist or ankle | £10,000 |

Provided that payment in respect of one accident shall not exceed £10,000.

The Insurers shall not be liable for:

- i) any person seventy five years of age or over.
- ii) the driver sustaining such bodily injury was found to have a higher level of alcohol or drugs in his blood than is prescribed by any road traffic legislation.

### G Emergency Overnight Accommodation

If as a result of loss or damage to the Insured Vehicle, insured by this Policy, the Policyholder or any other person entitled to drive is unable to reach their destination the same day, the Insurers will pay expenses for emergency accommodation, up to:

- a) a maximum of two nights, and
- b) a maximum of £100 per person per night but
- c) not more than £500 in total, per night, for all occupants of the Insured Vehicle.

## Section 5 – General Exclusions

The Insurers shall not be liable for

### A Use and Driving

death, injury, loss or damage occurring or liability arising from the Insured Vehicle being:

- a) used with the permission of the Policyholder or his representative for a purpose which is not permitted by 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 from holding or obtaining such a licence.
- c) driven with the permission 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 from holding or obtaining such a licence.
- d) driven or used by any person who does not meet the terms and conditions of their driving licence.
- e) use for criminal purposes.
- f) deliberately used to cause harm, loss or damage.

But b), c) and d) shall not apply when a licence is not required by law.

### B Rallies Competitions and Motor Trials

any liability arising from the Insured Vehicle being used:

- a) in a rally, competition or motor trial,
- b) on a racetrack,
- c) on a circuit,
- d) on a prepared course,
- e) on a derestricted toll road,
- f) for racing,

except as is required by any road traffic legislation.

### C Contractual Liability

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

### D Trade Plate

death, bodily injury, loss or damage occurring, or liability arising, beyond the limits of any road while a Insured Vehicle is carrying a Trade Plate.

This Exclusion 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.

### 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 other 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.
- c) Any weapon or other device utilizing radioactive material or radioactive matter or ionizing radiation or atomic or nuclear fusion or fusion or other like reaction.

### 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 as is required by any road traffic legislation.

### G Riot and Civil Commotion

any consequence of riot or civil commotion occurring in Northern Ireland.

This Exclusion does not apply to Section 2.

### H Terrorism

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

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

- a) the amount shown in the Policy Schedule 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 from one cause in connection with the use of the Insured Vehicle.

This Exclusion does not apply to Section 1 – Loss or Damage to the Insured Vehicle or Section 3 – Trailers, Loss or Damage to Trailers.

## Section 6 – General Conditions

### A Insurance Act 2015

In respect of any:

- a) duty of disclosure
- b) effect of warranties
- c) effect of acts of fraud

the rights and obligations applying to the Policyholder and the Insurer shall be interpreted in accordance with the provisions of the Insurance Act 2015.

### B Duty to Prevent Injury Loss or Damage

The Policyholder shall take and cause to be taken all reasonable steps to prevent injury, loss or damage and shall maintain the Insured Vehicle or any Trailer in an efficient and roadworthy condition.

The Insurers shall have free access to examine the Insured Vehicle at all reasonable times.

### C Claims Procedures and Requirements

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

### D Rights of the Insurers

- a) The Insurers are entitled to take over sole control and conduct of any claim at their discretion.
- b) The Insurers may at any time pay any limit stated in Sub-Section 1 of Section 2 less any sums already paid or incurred or pay any less amount for which any claim or claims can be settled.

The Insurers shall then relinquish the conduct and control of such claim or claims and be under no further liability except for the payment of costs and expenses incurred prior to the date of such payment.

### E Other Insurances

If at the time of any claim there is any other insurance in force covering the same damage, loss or liability, the Insurers shall not be liable under this Policy, except to the extent of any excess beyond the amount payable under such other insurance.

### F Right to Recover Payments

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.

### G Application of Limits of Liability

In the event of any accident involving payment to more than one person, any limitation stated by the terms of this Policy relating to the maximum amount payable, shall apply to the aggregate amount and in priority to the Policyholder.

### H Disclosure Requirements – Vehicles

The Insurers shall not be liable in respect of any vehicle except where particulars are already in their possession unless details are notified to the Insurers within seven days of acquisition and accepted by them.

The Insurers shall calculate the premium for additional vehicles on a pro rata basis from the date the vehicle is added to the date of expiry of the Period of Insurance shown on the Certificate of Motor Insurance.

In respect of any vehicles deleted the Insurers shall pay to the Policyholder a premium calculated on a pro rata basis from the date the vehicle is deleted to the date of the expiry of the Period of Insurance as shown on the Certificate of Motor Insurance.

### I Cancellation

Unless Condition A of this Section is applied, this Policy may be cancelled:

- a) by the Insurers sending seven 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.
- b) by the Policyholder. The cancellation will be effective from the date of receipt by the Insurer, of the notice of cancellation. Provided no claim has occurred during the current Period of Insurance, the Insurer will calculate the premium for the period the Insurer has provided cover (based on pro rata rates) and refund any balance.

Where the vehicle is registered in Northern Ireland, the Isle of Man or the Channel Islands the Certificate of Motor Insurance must be returned to the Insurer to enable the Policy to be cancelled, otherwise any Certificate of Motor Insurance which has been issued will no longer be valid and the Motor Insurance Database record will be cancelled.

## J Non-payment/Credit Termination

The Insurers reserve the right to terminate the Policy in the event that there is a default in installment payments due under a linked loan agreement.

If the Insurers cancel the Policy, the Policyholder must return the Certificate of Motor Insurance to the Insurers if the vehicle is registered in Northern Ireland, the Isle of Man or the Channel Islands, otherwise any Certificate of Motor Insurance which has been issued will no longer be valid and the Motor Insurance Database record will be cancelled.

## K Motor Insurance Database

It is a condition that the Policyholder supplies 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.

## L Financial or Trade Sanctions

The Insurers shall not provide cover or be liable to provide any indemnity or payment or other benefit under this Policy if and to the extent that doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the Policy period the Policyholder or the Insurers may cancel that part of this Policy which is prohibited or restricted, with immediate effect, by sending written notice to the other at their last known registered address.

If the whole or any part of the Policy is cancelled the Insurer shall, if and to the extent that it does not breach any Prohibition, return a proportionate amount of the premium for the unexpired period subject to minimum premium requirements and provided no claims have been paid or are outstanding.

## M Governing Law and Jurisdiction

This Policy and any obligations, whether contractual or non-contractual, arising out of or in respect of it shall be governed by the laws of England and Wales.

Other than as stated in Section 9 Dispute Resolution, any dispute arising in respect of this Policy, or any obligations, whether contractual or non-contractual, arising out of or in respect of it, shall be subject to the exclusive jurisdiction of the courts of England and Wales.

## N Changes to Risk

The Policyholder shall advise the Insurers, without undue delay, after the commencement of this Policy, of any information relating to any changes in risk or material circumstances which have the potential to increase the frequency or severity of losses.

This information would include but is not limited to:

- a) any change in the Business activities of the Policyholder.
- b) any expansion of the business or vehicle schedule.
- c) any change in the use of the Insured Vehicles.
- d) any change to features or types of vehicles to be insured.
- e) any change to the driver profile, experience or history.
- f) any acquisition of, merger with or absorption by, another business entity.

The Insurers shall be entitled to impose appropriate additional terms and premium if required, with effect from the date of the alteration.

Failure to disclose such information may result in:

- i) incorrect terms being applied.
- ii) a claim being rejected or reduced.
- iii) the Policy being invalid.
- iv) cancellation of the Policy.

## Section 7 – No Claim Discount

### A No Claim Discount

The No Claim Discount will be increased each year as shown below provided no incident occurs during the Period of Insurance which results in a claim:

| NCD AT POLICY START DATE OR PREVIOUS RENEWAL | NCD FOLLOWING A CLAIM-FREE YEAR |
|--|---------------------------------|
| 5 or more years                              | 5 or more years                 |
| 4 years                                      | 5 years                         |
| 3 years                                      | 4 years                         |
| 2 years                                      | 3 years                         |
| 1 year                                       | 2 years                         |
| Nil  | 1 year                          |

The No Claim Discount will be reduced each year as shown below if an incident occurs during the Period of Insurance which results in a claim:

| NCD AT POLICY START DATE OR PREVIOUS RENEWAL | NCD FOLLOWING A CLAIM OR CLAIMS |            |                      |
|--|---------------------------------|------------|----------------------|
|  | One Claim                       | Two Claims | Three or more Claims |
|  | One Claim                       | Two Claims | Three or more Claims |
| 5 or more years                              | 3 years                         | 1 year     | Nil                  |
| 4 years                                      | 2 years                         | Nil        | Nil                  |
| 3 years                                      | 1 year                          | Nil        | Nil                  |
| 2 years                                      | Nil                             | Nil        | Nil                  |
| 1 year                                       | Nil                             | Nil        | Nil                  |

### B No Claim Discount Protection

This section is only applicable if the Policy Schedule shows that it is in force

If No Claims Discount Protection has been selected then the No Claim Discount will remain at 5 or more years following up to two at fault claims in five consecutive Periods of Insurance

The No Claim Discount will be reduced as below following three or more claims in five consecutive Periods of Insurance

| PROTECTED NCD AT POLICY START DATE OR PREVIOUS RENEWAL | NCD AFTER 3 OR MORE CLAIMS IN 5 CONSECUTIVE PERIODS OF INSURANCE |          |                    |
|--|--|----------|--------------------|
|  | 3 Claims   | 4 Claims | More than 4 Claims |
|  | 3 Claims   | 4 Claims | More than 4 Claims |
| 5 or more years  | 3 years  | 1 year   | Nil                |

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

Payments for the following will not affect A. No Claim Discount or B. No Claim Discount Protection

Payments under

- A) Section 1 – Loss of or Damage to the Insured Vehicle
  - i) in respect of loss or damage to the windscreen or windows where this is the only damage to the Insured Vehicle other than scratching of bodywork resulting from the breakage
  - ii) Loss or Theft of Keys
  - iii) in respect of loss or damage insured by this Policy as a result of an incident with an identified third party driver which is not insured and for which the third party driver is responsible
- B) Section 2 – Liability to Third Parties Sub-Section 5 – Contingency Cover
- C) Section 4 – Special Provisions
  - I) B Medical Expenses
  - II) C Emergency Treatment

## Conditions

### Conditions to Section 7

- 1 No Claim Discount and No Claim Discount Protection will apply separately to each Insured Vehicle
- 2 No Claim Discount cannot be transferred to anyone else without the written agreement of the Insurer
- 3 Any additional unearned No Claim Discount percentage will be reduced in the event of a claim



## Section 8 – Replacement Vehicles

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 a temporary replacement motor vehicle from:

- i) one of the Insurers' recommended repairers, if the Insured Vehicle is in the custody of such repairer, and for the duration of the repairs, or
- ii) from the Replacement Vehicle Supplier at preferential hire rates.

During this time the temporary replacement motor vehicle will be insured under this Policy as though it were the Insured Vehicle it is replacing.

The Policyholder will be liable for:

- 1) any applicable hire charge for the temporary replacement motor vehicle supplied.
- 2) the cost of fuel used.
- 3) any applicable collection and delivery charges.
- 4) any charge for the fitting or removal of Accessories.

### Availability of Replacement Vehicles

The service for temporary replacement motor vehicles described in this Section is subject to the availability of:

- a) such a vehicle from the Insurers' recommended repairer, or
- b) a suitable vehicle from the Replacement Vehicle Supplier.

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

### Exclusions to Section 8

Temporary replacement motor vehicles are not available when loss 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 – Cover in Europe

### Minimum Compulsory Motor Insurance

In compliance with EU directives this Policy, provides, as a minimum, the necessary cover to comply with the laws on compulsory insurance of motor vehicles in

- A) Any country which is a member of the European Union
- B) Iceland Norway Switzerland Liechtenstein Andorra and Serbia
- C) Any other country which agree to meet European Union Directives on motor insurance and which the Commission of the European Union is satisfied has made arrangements to meet the requirements of these directives

The level of cover provided will be the minimum required to comply with the laws on the compulsory insurance of motor vehicles of the country in which the accident occurs. Where the level of cover in any EU Member State is less than that provided by the legal minimum requirements of Great Britain, the level of cover applicable to Great Britain will apply in that Member State.

### Extended cover while abroad

In addition to the minimum cover above, the Policy provides the cover shown in the Policy Schedule in any country in the territorial limits, subject to

- A) the Insured Vehicle being normally kept in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
- B) use of the Insured Vehicle for visits to countries outside Great Britain, Northern Ireland, the Channel Islands and the Isle of Man being of a temporary nature, not exceeding three months in any one trip.

### Journeys within the Territorial Limits

The Certificate of Motor Insurance is sufficient evidence of cover within the Territorial Limits of the Policy.

### Journeys outside the Territorial Limits

There is no cover for countries outside the Territorial Limits. The Insurer may, however, be prepared to extend cover to certain of these countries on request, in which case the Insurer will provide you with a Green Card and an additional premium will be required.

### Additional Covers

Where the Insured Vehicle is being used within the territorial limits, or in any country for which a Green Card has been issued, cover includes

- A) transit of the Insured Vehicle including loading and unloading by rail or water within or between countries, provided this transit is by a commercial carrier and is not a longer duration than 65 hours in normal conditions.
- B) reimbursement of any customs duty incurred provided that the liability arises directly from loss or damage insured by this Policy.
- C) general average contributions, Salvage charges, and sue and labour charges whilst the Insured Vehicle is being transported by water between any such countries provided that the Insured Vehicle is covered for loss or damage under this Policy and the contribution relates to the value of such Insured Vehicle.

## Exclusions to Section 9

- 1 The cover under this section will not apply to any vehicle other than
  - A) Motor Cars
  - B) Goods Carrying Vehicles less than 4 tonnes gross vehicle weight.

Except

- i) Within the Republic of Ireland
- ii) To meet the Insurer's requirements to provide the minimum compulsory motor insurance in EU member states and supplementary agreement countries

# Complaints Procedure

## Our Commitment To Customer Service

At RSA we are committed to going the extra mile for our customers. If you believe that we have not delivered the service you expected, we want to hear from you so that we can try to put things right. We take all complaints seriously and following the steps below will help us understand your concerns and give you a fair response.

### Step 1

If your complaint relates to your policy then please contact the sales and service team in the office which issued the Policy or your Broker. If your complaint relates to a claim then please call the claims helpline number shown in your Policy Schedule.

We aim to resolve your concerns by close of the next business day. Experience tells us that most difficulties can be sorted out within this time.

### Step 2

In the unlikely event that your concerns have not been resolved within this time, your complaint will be referred to our Customer Relations Team who will arrange for an investigation on behalf of our Chief Executive. Their contact details are as follows:

**Post:** RSA Customer Relations Team  
PO Box 255  
Wymondham  
NR18 8DP

**Email:** [crt.halifax@uk.rsagroup.com](mailto:crt.halifax@uk.rsagroup.com)

## Our promise to you

We will:

- Acknowledge all complaints promptly
- Investigate quickly and thoroughly
- Keep you informed of progress
- Do everything possible to resolve your complaint
- Use the information from your complaint to proactively improve our service in the future.

Once we have reviewed your complaint we will issue our final decision in writing within 8 weeks of the date we received your complaint.

## If you are still not happy

If you are still unhappy after our review, or you have not received a written offer of resolution within 8 weeks of the date we received your complaint, you may be eligible to refer your case to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent body that arbitrates on complaints. They can be contacted at:

**Post:** Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London  
E14 9SR

**Telephone:** 0800 0234567  
(free from standard landline, mobiles may be charged)  
0300 1239123  
(same rate as 01 or 02 numbers, on mobile phone tariffs)

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

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

You have six months from the date of our final response to refer your complaints to the Financial Ombudsman Service. This does not affect your right to take legal action, however, the Financial Ombudsman Service will not adjudicate on any case where litigation has commenced.

## Thank you for your feedback

We value your feedback and at the heart of our brand we remain dedicated to treating our customers as individuals and giving them the best possible service at all times. If we have fallen short of this promise, we apologise and aim to do everything possible to put things right.

## Guidance When Making a Claim

### Claim Notification

Conditions that apply to the policy and in the event of a claim are set out under section 6 of this policy. Please familiarise yourself with all policy terms and conditions and any requirements.

Events that may give rise to a claim must be notified without undue delay.

Please initially notify us of any claim by phone. The initial claim contact number is shown in your Policy Schedule.

When notifying a claim, please provide the following information:

- The Name, address and contact phone number[s] for you and that of the driver of the vehicle if not you
- Personal details necessary to confirm your identity
- Policy number
- The date of the incident
- Details of the accident, loss or damage (where and how it happened)
- Information about the vehicles involved and any damage sustained
- If not a vehicle then a claim value if known
- We will ask for information about convictions so please try and have driving licence(s) available when you call
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries and damage)
- Details of any witnesses and the Police or any other emergency service that was called

If we decide that an Accident Report form is required we will send one for you to complete and return immediately.

We may also request additional information (e.g. a sketch plan, photographs or video footage). Sometimes we may wish to meet with the driver or undertake further investigations.

Claims conditions require you to provide us with any reasonable assistance or evidence that we require.

### Vehicle Repairs

We take pride in our claims service. When policy cover includes damage to your vehicles, we have a network of Recommended Repairers who will collect and redeliver your vehicle. When available, they will also provide a courtesy vehicle to keep you mobile. The repair process will commence immediately the vehicle arrives on their premises. To ensure there is no effect on any existing warranty you may have they provide a Lifetime Guarantee on all paint and bodywork repairs.

Where you choose not to use one of our Recommended Repairers, we will arrange for any damaged vehicle to be examined by one of our motor engineers, to agree the repairer cost with your nominated repairer. The inspection should happen within 2 working days of you providing repair details to us.

## Customer Information

### How we use your Information

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.

### Who we are

This product is underwritten by Royal & Sun Alliance Insurance plc.

You are giving your information to Royal & Sun Alliance Insurance plc, which is a member of the RSA Group of companies (the Group). In this information statement, 'we' 'us' and 'our' refers to the Group unless otherwise stated.

### How your information will be used and who we share it with

Your information comprises of all the details we hold about you and your transactions and includes information obtained from third parties.

If you contact us electronically, we may collect your electronic information identifier e.g. Internet Protocol (IP) address or telephone number supplied by your service provider.

We may use and share your information with other members of the Group to help us and them:

- Assess financial and insurance risks;
- Recover debt;
- Prevent and detect crime;
- Develop our services, systems and relationships with you;
- Understand our customers' requirements;
- Develop and test products and services.

We do not disclose your information to anyone outside the Group except:

- Where we have your permission; or
- Where we are required or permitted to do so by law; or
- To credit reference and fraud prevention agencies and other companies that provide a service to us, our partners or you; or
- Where we may transfer rights and obligations under this agreement.

We may transfer your information to other countries on the basis that anyone we pass it to, provides an adequate level of protection. In such cases, the Group will ensure it is kept securely and used only for the purpose for which you provided it. Details of the companies and countries involved can be provided on request.

From time to time we may change the way we use your information. Where we believe you may not reasonably expect such a change we shall write to you. If you do not object, you will consent to that change.

We will not keep your information for longer than is necessary.

### Sensitive Information

Some of the information we ask you for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). We will not use such sensitive personal data about you or others except for the specific purpose for which you provide it and to carry out the services described in your policy documents. Please ensure that you only provide us with sensitive information about other people with their agreement.

### Fraud prevention agencies

If false or inaccurate information is provided and fraud is identified or suspected, details may be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

We and other organisations may also access and use this information to prevent fraud and money laundering, for example when:

- Checking details on applications for credit and credit related or other facilities;
- Recovering debt;
- Checking details on proposals and claims for all types of insurance;
- Checking details of job applicants and employees.

Please contact the Data Protection Liaison Officer at the address below if you want to receive details of the relevant fraud prevention agencies.

We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

### Claims History

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

Under the conditions of your policy, you must tell us about any incident (such as an accident, fire, theft or malicious damage) 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.

### How to contact us

On payment of a small fee, you are entitled to receive a copy of the information we hold about you. If you have any questions, or you would like to find out more about this notice you can write to: Data Protection Liaison Officer, Customer Relations Office, RSA, Bowling Mill, Dean Clough Industrial Estate, Halifax HX3 5WA.

### Motor Insurance Database

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

- Electronic Vehicle Licensing;
- Continuous Insurance Enforcement;
- Law enforcement (prevention, detection, apprehension and or prosecution of offenders);
- Obtaining information if you are involved in a road traffic accident (either in the UK, the EEA or certain other countries).

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. If it is incorrectly shown on the MID you are at risk of having your vehicle seized. You can check that your correct registration number details are shown on the MID at [www.askmid.com](http://www.askmid.com)

