

Underwritten by



HORSEBOX FREEDOM

Motor Insurance Policy

Arranged by



Contents

Section	Page No.
How do make your vehicle more secure	3
What to do if you are taking your vehicle abroad	3
What to do if...	3
Horsebox Policy	5
Definitions	6
Section 1 – Loss or Damage to the Motor Vehicle	8
Section 2 – Liability to Third parties	10
Section 3 – Driving Abroad	12
Section 4 – Other Clauses	13
Section 5 – Conditions which apply to your whole Policy	15
Section 6 – Exclusions which apply to your whole Policy	17
Section 7 – No Claim Discount Protection	19
Complaints Procedure	20
How we use your Information	21

How do you make your vehicle more secure

With vehicle crime escalating, even in more rural areas, it has become increasingly important to protect your vehicle.

We have therefore compiled a list of simple measures which you can take to reduce the risk of vehicle crime:

- Always lock your vehicle doors and shut the windows whenever you leave your vehicle, even if it is on your own driveway or in your garage. Don't forget to lock your garage as well. A few seconds is all it takes for a thief to steal your vehicle.
- Always take care where you park.
- Don't leave items in view when you leave your vehicle unattended. Always keep them away out of sight e.g. in a glove compartment or under a seat. Even when you are in the vehicle consider these precautions as it has been known for thieves to reach through passenger windows to steal items when the vehicle is stationary. If you have a removable radio don't forget to take it with you when you leave your vehicle. If the radio is permanently fixed consider getting it security coded.
- Don't forget to remove all keys from your vehicle. Never leave your key in the ignition when the vehicle is unoccupied e.g. at a petrol station, even if it is only for a few seconds.
- Many vehicles are stolen after the keys have been stolen. Avoid leaving your jacket or coat unattended with your keys in the pocket, even for a few seconds. Avoid leaving your keys home where they could easily be seen by an intruder or where they could be stolen through your letterbox.
- Consider fitting even the most basic physical security measures e.g. a steering wheel or handbrake locking device will deter thieves. Better still consider fitting an engine immobilisation system, alarm system or both.

While the above won't necessarily prevent theft, it will reduce the chance of it happening to you.

What to do if you are taking your vehicle abroad

RSA provides free foreign cover which satisfies the legal minimum requirement for liabilities to Third Parties when visiting the following destinations:

All EU countries and in Liechtenstein, Norway, Serbia, Iceland, Switzerland and Andorra.

This free foreign cover does not include loss or damage to the vehicle. However for an additional charge you can upgrade cover to the same as you have in the UK.

While Green Cards are not required for the above countries they are still internationally recognised as evidence of vehicle insurance. We will provide you with a Green Card on request.

There is no cover if you are taking your vehicle to any other country. Please contact us to discuss whether cover can be provided.

If your journey only involves travel to the Republic of Ireland, your policy cover applies in full and a Green Card is not needed.

You should take with you your Certificate of Insurance, copy of your Policy and current Schedule. In addition, you should contact your insurance adviser to request a Guidance When Driving Abroad leaflet and European Accident Statement.

What to do if...

you change your vehicle

If you change your vehicle please notify ourselves, your Broker or usual Insurance Adviser and we'll advise of any change of premium and send an updated policy schedule. We'll need to know the make, model, engine type, value, gross vehicle weight, registration number, age and cubic capacity of your new vehicle, and also if you've registered the vehicle in another name.

you want to change drivers

Your policy and certificate detail who you have named to drive your vehicle. If you wish to change the names, please contact ourselves, your Broker or Insurance Adviser to enable us to make the necessary alteration.

you change your address

Please contact ourselves, your Broker or Insurance Adviser with full details of your new address including the postcode as soon as you know them, together with any change in your garaging arrangements. We will then be able to advise you of any change in premium and update your policy.

your health changes

To be eligible for this policy all drivers suffering from any disability/infirmary requiring notification to the DVLA must notify the DVLA and be granted a licence to drive.

other circumstances change

As a condition of the policy you, should notify us of any changes which could influence our assessment of risk. Examples of such a change would be if you or any other named driver have been convicted of a motoring offence, a change in the use of your vehicle, or any modification to the vehicle itself that may affect its performance. This is not an exhaustive list and should you be in any doubt please contact ourselves, your Broker or usual Insurance Adviser.



THIS POLICY (AND THE SCHEDULE WHICH FORMS AN INTEGRAL PART OF THE POLICY) IS A LEGAL CONTRACT. PLEASE EXAMINE IT THOROUGHLY TO ENSURE IT MEETS YOUR REQUIREMENTS. IF IT DOES NOT PLEASE ADVISE YOUR INSURANCE ADVISER WITHOUT UNDUE DELAY.

WE WOULD REMIND YOU THAT YOU ARE REQUIRED TO INFORM US WITHOUT UNDUE DELAY 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, PLEASE CONTACT YOUR INSURANCE ADVISER.

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

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

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

Underwritten by
Royal & Sun Alliance Insurance plc (No 93792)
Registered in England and Wales at St Mark's Court,
Chart Way, Horsham, West Sussex RH12 1XL.
Authorised by the Prudential Regulation Authority and
regulated by the Financial Conduct Authority and the
Prudential Regulation Authority.

Arranged by
South Essex Insurance Brokers Ltd (No 6317314)
Registered in England at Beaufort House,
Brunswick Road, Gloucester, GL1 1JZ
Authorised and regulated by the Financial Conduct Authority

Horsebox Freedom Policy

This is Your Horsebox Freedom Policy.

It is the evidence of the contract You have made with Us. We cover You during the Period of Insurance in the Territorial Limits in the terms set out in Your Horsebox Policy, in return for payment of the premium.

Your Statement of Fact, this policy book, Your Schedule, Your Certificate of Motor Insurance and any Endorsements are all part of Your Policy and should be read together to avoid misunderstanding.

They show which Sections are in force and contain the details of Your cover.

You must tell Us as soon as possible of any change to the information given on Your Statement of Fact as failure to do so may invalidate Your Policy. You should not wait until the next renewal date.

No promotional literature or advice booklets form part of Your Policy.

Your Schedule shows which covers are in force. You should read it carefully along with the relevant sections of Your policy book, Your Certificate of Motor Insurance and any Endorsements. You should also pay particular attention to the Conditions and Exclusions on pages 19 to 22 of this policy book.

These apply to every Section. If Your Policy is amended by any Endorsement, We will notify You in writing.

Please make sure that Your Policy meets Your requirements. If it does not, please tell Us without undue delay.

Cover will continue after the renewal date shown in Your Schedule only if We accept Your renewal premium.

Definitions

Audio, Visual, Navigation and Communication Equipment

Permanently fitted in or designed solely for use in the Motor Vehicle:

- A) radio, cassette, compact disc or other audio equipment
- B) telephone or other communication equipment
- C) television or other visual entertainment equipment
- D) visual navigation equipment

Accessories

Additional supplementary parts of the Motor Vehicle not related to its function as a vehicle including Audio, Visual, Navigation and Communication Equipment

British Isles

- A) Great Britain
- B) Northern Ireland
- C) the Isle of Man
- D) the Channel Islands
- E) transit by water, rail or air within or between any of these territories, provided this transit is by a commercial carrier

Certificate of Motor Insurance

The document which provides evidence that an insurance contract is in force which satisfies the requirements of the Road Traffic Acts

Your Certificate of Motor Insurance:

- A) has the same number as Your Policy
- B) shows who may drive the Motor Vehicle
- C) shows the uses to which the Motor Vehicle can be put
- D) shows the uses to which the Motor Vehicle cannot be put

Court of Summary Jurisdiction

A Magistrates Court or a court of equivalent jurisdiction in the Territorial Limits

Current List Price

The cost (including taxes and delivery) of replacing the Motor Vehicle with a new vehicle of the same make and model as advertised by the manufacturer

Defined Organisation

- A) A motor garage or other similar motor trade business not belonging to You which has custody of the Motor Vehicle for any of the following purposes:
 - (i) maintenance
 - (ii) repair
 - (iii) testing
 - (iv) servicing

- B) a hotel or restaurant or similar establishment not belonging to You which has custody of the Motor Vehicle solely for the purpose of parking

Emergency Treatment Fees

Payment for charges prescribed by the Road Traffic Acts for emergency medical assistance following a road traffic accident involving a Motor Vehicle which We cover

Endorsement

An amendment to Your Policy

Excess

The amounts shown in Your Schedule which You pay for any one incident resulting in a claim

Legal Personal Representative

The solicitor or other appropriately qualified person or firm appointed to act for a Permitted User

Licence Holder

A person who:

- A) holds a licence to drive the Motor Vehicle or
- B) has held and is not disqualified from holding or obtaining a licence to drive the Motor Vehicle

Market Value

The cost of replacing the Motor Vehicle with a Motor Vehicle of the same:

- A) make, model and
- B) pre-loss or damage condition, specification, mileage and age

The cost of replacing the Audio, Visual, Navigation and Communication Equipment with Audio, Visual, Navigation and Communication Equipment of the same:

- A) make, model and
- B) pre-loss or damage condition, specification and age

Motor Vehicle

The vehicles shown:

- A) against Description of Vehicles in Your Certificate of Insurance and
- B) in Your Schedule

and in respect of which details have been notified to and accepted by Us, and including its spare parts, Accessories, windscreen and windows, but excluding any Trailer not specified in Your Schedule

No Claim Discount

A discount from **Your** premium in return for not making or not having made a claim

No Claim Discount Protection

Cover against loss of Your No Claim Discount

Period of Insurance

- A) The duration of Your Policy, as shown on Your Certificate of Insurance and
- B) any following period, but only if We accept Your renewal premium

Permitted Driver

Any person who:

- A) is shown on Your Certificate of Motor Insurance as being entitled to drive the Motor Vehicle and
- B) has Your permission to drive the Motor Vehicle

Permitted User

- A) You
- B) a Permitted Driver
- C) any passenger whom You or a Permitted Driver have authorised to be in the Motor Vehicle
- D) any person who is using but not driving the Motor Vehicle with Your permission

Policy

The documents consisting of:

- A) Statement of Fact
- B) this policy book
- C) Your Schedule
- D) Your Certificate of Motor Insurance and
- E) any Endorsements

Pollution

All pollution or contamination of buildings or other structures or of water or land or the atmosphere arising from actual alleged or threatened release discharge escape or dispersal of any solid liquid gaseous or thermal irritant or contaminant including smoke vapour soot fumes acids alkalis chemical or waste (including materials to be recycled reconditioned or reclaimed)

Replacement Vehicle

Any motor vehicle supplied to You by Our Replacement Vehicle Supplier following loss or damage to the Motor Vehicle

Replacement Vehicle Supplier

Any third party service provider with whom We have an agreement to supply a Replacement Vehicle

Road Traffic Act

Legislation which includes details of the minimum cover for which motor insurance is required in the British Isles

Schedule

The document which describes:

- A) You
- B) Permitted Drivers
- C) any details of Your Policy that are specific to You

Statement of Fact

The document which provides details of:

- A) You
- B) other Permitted Drivers
- C) information relevant to the cover which You have requested

Territorial Limits

- A) The British Isles
- B) The Republic of Ireland
- C) transit by water, rail or air within or between any of these territories provided this transit is by a commercial carrier

Terrorism

Acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's Government in the United Kingdom or any other government de jure or de facto

Theft

- A) Theft
- B) attempted theft
- C) the taking away of the Motor Vehicle without Your consent or the Owner's consent

Trailer

A trailer which is properly constructed to be towed by a Motor Vehicle, which is of a size appropriate for the capacity of the Motor Vehicle and which is used for the carriage of goods. Any plant permanently attached to a trailer shall be regarded as part of that trailer

Vehicle Keys

Any device used for starting Your Motor Vehicle or using its locks or immobiliser

We, Us, Our, Insurer

Royal & Sun Alliance Insurance plc

You, Your, Policyholder, Insured

Whoever is named as the Policyholder in:

- A) Your Schedule and
- B) Your Certificate of Motor Insurance

Section 1 – Loss or Damage to the Motor Vehicle

A Comprehensive Cover

This cover only applies if **Your Schedule** shows that comprehensive cover is in force

What We Cover

We cover loss of or damage to:

- A) the **Motor Vehicle**
- B) a **Trailer** if specified in **Your Schedule**
- C) the windscreen including windows of the **Motor Vehicle**

Maximum Amounts For Which We Provide Cover

In respect of the **Motor Vehicle** **We** will provide cover up to the **Market Value** or **Your** estimate of value notified to **Us** whichever is the lesser

In respect of **Audio, Visual, Navigation and Communication Equipment** permanently fitted to **Your Motor Vehicle** **We** provide cover up to

- A) the **Market Value** for equipment fitted by the manufacturer as part of the original specification of the vehicle at first registration and
- B) £400 for equipment not fitted by the manufacturer as part of the original specification of the vehicle at first registration

Claim Settlement

Provided the loss or damage is covered under **Your Policy**, **We** will settle **Your** claim as explained below, subject to any **Policy** limits and any applicable **Excess**:

The Motor Vehicle

Following loss of or damage to the **Motor Vehicle** **We** will:

- (i) authorise repair or pay for repair to the damage where repair can be economically made Where **We** have offered repair but **You** prefer a cash settlement, **We** will pay **You** an amount equal to the amount which **We** would have paid had the repair been made
- (ii) where the **Motor Vehicle** is lost and not recovered or where repair cannot be economically made, **We** will pay the cost of replacing the **Motor Vehicle** with a horsebox of the same **Market Value**

B Cover for fire and theft

This cover applies if **Your Schedule** shows that third party fire & theft cover is in force

What We Cover

We cover loss or damage caused by fire, lightning, explosion and **Theft** to:

- A) the **Motor Vehicle**
- B) a **Trailer** if specified in **Your Schedule**
- C) the windscreen including windows of the **Motor Vehicle**

Maximum Amounts For Which We Provide Cover

In respect of the **Motor Vehicle** **We** will provide cover up to the **Market Value** or **Your** estimate of value notified to **Us** whichever is the lesser

Claim Settlement

See 'claim settlement' under Part A comprehensive cover of this Section

C Extension of Cover

While the **Motor Vehicle** is in the custody of a **Defined Organisation** the following Exclusions and **Endorsements** do not apply:

- A) Exclusions 1 and 2 of this Section
- B) Section 6 – 'Exclusions Which Apply to **Your** Whole Policy' Part B Use and Driving Which **We** Do Not Cover, paragraphs A) and C)

D Recovery and Redelivery of the Motor Vehicle

Provided the loss or damage is covered under **Your Policy**, **We** will pay the reasonable cost of:

- A) protection of the **Motor Vehicle** and removal of the **Motor Vehicle**, if it cannot be driven, to the nearest repairer
- B) delivery of the **Motor Vehicle** after its repair or recovery to **Your** address in the **British Isles**

E Hiring and Other Agreements

If **We** know that the **Motor Vehicle** is the subject of a:

- A) hire purchase agreement or
- B) vehicle leasing agreement or
- C) other agreement

We will pay:

- (i) the person or
- (ii) the organisation

requiring payment under the terms of the agreement and their receipt of the payment will be a discharge of any claim under this Section

F New Horsebox Cover

This cover only applies if **Your Schedule** shows that comprehensive cover is in force

If the **Motor Vehicle** is less than one year old from the date of the initial registration at the time when it is:

- A) totally destroyed or
- B) lost and not recovered or
- C) damaged and the cost of repair would exceed 60% of its **Current List Price** immediately before the accident

We will contribute towards the replacement of the **Motor Vehicle** with a new horsebox of the same make and model provided that:

- (i) the **Motor Vehicle** was purchased new by **You** and belongs to **You** or is supplied to **You** under a hire purchase agreement and
- (ii) a new horsebox of the same make and model is currently available for sale in the **British Isles**

The total additional amount payable above the **Motor Vehicle's Market Value** immediately prior to the loss or damage will not exceed £5,000

G Replacement Locks

If the **Vehicle Keys** of **Your Motor Vehicle** are lost or stolen **We** will pay the cost of

- A) replacing the door locks including boot lock
- B) replacing the ignition/steering lock
- C) replacing the lock transmitter and central locking interface
- D) re-coding or if necessary replacing the alarm system

The maximum amount **We** will pay as a result of the loss or theft of **Vehicle Keys** will not exceed £500 any one incident per Motor Vehicle

Exclusions to Section 1

Exclusion 1 Young or Inexperienced Driver Excess

In respect of each and every occurrence:

You must pay the **Excess** shown below in respect of any claim for loss or damage if the **Motor Vehicle** is being driven by or is in the charge of any person who is:

- | | |
|---|------|
| A) under 21 years of age | £300 |
| B) under 25 years but not under 21 years of age | £200 |
| C) 25 years of age or more but holds a provisional licence or has held a full licence to drive a Motor Vehicle for less than 12 months | £200 |

These excesses will apply in addition to any **Excess** shown in the **Schedule**

This Exclusion does not apply to loss or damage:

- (i) caused by fire, lightning, explosion or **Theft**
- (ii) to the windscreen including windows where this is the only damage to the **Motor Vehicle** other than scratching of bodywork resulting from the breakage

Exclusion 2 Accidental Damage Excess

You must pay the **Excess** shown in **Your Schedule** in respect of any loss of or damage to the **Motor Vehicle** under this section other than:

- A) loss or damage to the windscreen including windows where this is the only damage to the **Motor Vehicle** other than scratching of bodywork resulting from the breakage
- B) loss or damage caused by fire, lightning, explosion or **Theft**

Exclusion 3 Windscreen and Windows Excess

You must pay the **Excess** shown in **Your Schedule** in respect of:

- A) any claim for the windscreen including windows of the **Motor Vehicle**
- B) any claim for any repairs to the bodywork resulting from the breakage

Exclusion 4 Theft Excess

You must pay the **Excess** shown in **Your Schedule** in respect of any claim for loss or damage caused by **Theft** under this Section other than:

- A) loss or damage to the windscreen including windows where this is the only damage to the **Motor Vehicle** other than scratching of bodywork resulting from the breakage
- B) loss or damage occurring within a private locked garage
- C) loss or damage occurring as a result of the **Motor Vehicle** being taken from a private locked garage

Exclusion 5 Trailers

We do not provide cover for loss or damage to **Trailers** unless the **Trailer** is specified in **Your Schedule**

Exclusion 6 General Exclusions

- A) **We** do not cover:
 - (i) loss of value following repair
 - (ii) depreciation
 - (iii) wear and tear
 - (iv) mechanical electrical electronic or computer failure breakdowns or breakages
 - (v) loss of use
 - (vi) damage to tyres caused by braking or by punctures, cuts or bursts
 - (vii) loss or damage due to the theft or attempted theft of the **Motor Vehicle** while it is unattended and unlocked with the **Vehicle Keys** in or on the vehicle
 - (viii) loss or theft of portable satellite navigation systems when the **Motor Vehicle** is left unattended or unoccupied unless they are stored out of sight in a locked boot or locked glove compartment
 - (ix) mobile telephones or other communication equipment not permanently fitted in nor designed solely for use in the **Motor Vehicle**.
 - (x) loss or damage arising in connection with the operation as a tool of such vehicle or of plant attached to or forming part of it unless otherwise shown in **Your Schedule**
- B) **We** do not cover loss by deception

Section 2 – Liability to Third Parties

Sub-Section 1A Cover if You are Driving

We cover **You** in respect of legal liabilities which **You** incur in respect of:

- A) death of or bodily injury to any persons (including passengers)
- B) loss of or damage to material property up to the limit of liability shown in **Your Schedule** any one claim or number of claims arising out of one cause

in connection with the use of the **Motor Vehicle** and any attached **Trailer** including loading and unloading

- C) a **Replacement Vehicle** which is being used or driven in the **British Isles** or Republic of Ireland but only where there is no other insurance in place to cover the same liability

Sub-Section 1B Cover for Legal Fees, Costs and Expenses

We cover **You** in respect of claims under Sub-Section 1A Cover if **You** are Driving for:

- A) solicitors' fees for representation at any:
 - (i) Coroner's Inquest or
 - (ii) Fatal Inquiry or
 - (iii) **Court of Summary Jurisdiction**
- B) the costs of defence against a charge of:
 - (i) manslaughter or
 - (ii) causing death by careless or dangerous driving
- C) other legal fees, costs and expenses incurred with **Our** written consent

Sub-Section 2 Cover for Other People

We cover the following people for legal liabilities to others in the same way that **We** cover **You** under Sub-Section 1A Cover if **You** are Driving and Sub-Section 1B Cover for Legal Fees, Costs and Expenses

- A) any **Permitted Driver**
- B) any passenger in the **Motor Vehicle**
- C) (i) any Principal with whom **You** have an agreement
 - (ii) any Hirer of the **Motor Vehicle** other than under a hire purchase agreement provided that **We** shall not be liable in respect of liability arising from the act default or neglect of the Principal/Hirer his servant or agent
- D) the Legal Personal Representatives of any person entitled to indemnity under this Section in respect of liability incurred by that person

Sub-Section 3 Cover in Europe

We provide cover to satisfy the legal minimum insurance requirements of the following countries, including legal fees, costs and expenses incurred with **Our** written consent, while the **Motor Vehicle** or an attached **Trailer** is in any of these countries:

- A) any country which is a member of the European Union
- B) any country:
 - (i) which agrees to meet European Commission Directives on motor insurance and
 - (ii) of which the European Commission is satisfied that arrangements have been made to meet the requirements of these Directives

Sub-Section 4 Our Right to Recover Payment

If **We** make any payment under any part of Section 2:

- A) solely because of the requirements of any law and
- B) which **We** would not have paid under the terms of **Your Policy** if that law had not required **Us** to make that payment

You will be obliged to repay to **Us** any such payment

Extensions to Section 2

Towing

This **Policy** shall operate while the **Motor Vehicle** is being used for the purpose of towing

- A) one disabled mechanically-propelled vehicle
- B) any **Trailer**

Provided always that the Vehicle or **Trailer** being towed is not towed for reward

We do not cover:

- A) loss or damage to the towed vehicle or **Trailer** or property being conveyed by such vehicle or **Trailer**
- B) the **Motor Vehicle** to which any **Trailer** is attached if it is drawing a greater number of **Trailers** than is permitted by law

Exclusions to Section 2

We do not cover:

- A) the legal liability of any person who is driving unless that person is a **Licence Holder**
- B) the legal liability of any person other than the driver or attendant of the **Motor Vehicle** arising from loading or unloading beyond the limits of any carriageway or thoroughfare
- C) the legal liability of any person:
 - (i) who is not driving but
 - (ii) who is claiming cover
 if that person knows that the driver is not a **Licence Holder**
- D) the legal liability of any person other than **You** if that person is entitled to cover under any other insurance policy
- E) loss of or damage:
 - (i) to the **Motor Vehicle** which is being driven under the terms of Sub-Section 1A Cover if **You** are Driving, paragraph B)
 - (ii) to any property which is owned by or in the custody of the person who is making a claim under this Section

- F) death of or bodily injury to any person arising out of that person's employment except as required by any relevant road traffic legislation
- G) any liability of whatsoever nature directly caused by or contributed to by or arising from the Motor Vehicle while in or on that part of any airport airfield or military installation provided for
 - (i) the take-off, landing or movement of aircraft on the ground
 - (ii) aircraft parking, including any associated service roads, refuelling areas, ground equipment parking areas, aprons, maintenance areas and hangars
 except as is required by any road traffic legislation
- H) liabilities arising out of **Trailers** detached from the **Motor Vehicle** unless the **Trailer** is specified in **Your Schedule**
- I) liabilities arising out of an attached **Trailer** if the **Motor Vehicle** is drawing a greater number of **Trailers** than is permitted by law
- J) for liabilities arising out of the use of an unspecified **Trailer** as a tool - except as required by any relevant road traffic legislation
- K) any consequence of **Terrorism** except as required by any relevant road traffic legislation
- L) unless otherwise shown in **Your Schedule** liability arising out of the operation as a tool of the **Motor Vehicle** or attached plant except as required by any relevant road traffic legislation
- M) any loss damage injury or death 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** except where such liability is required to be covered by any road traffic legislation

Section 3 – Driving Abroad

A Cover Under This Section

We provide cover to satisfy the legal minimum insurance requirements of the countries specified in Section 2 – Liability to Third Parties Sub-Section 3 Cover in Europe

B Extension of Cover

Where **You** have:

- (i) requested the cover before leaving the UK
- (ii) provided **Us** with details of the **Motor Vehicle** to be covered
- (iii) provided **Us** with details of the countries to be visited
- (iv) provided **Us** with details of the length of **Your** stay
- (v) provided **Us** with details of who will drive
- (vi) paid an additional premium

and **We** agree, **We** will cover loss or damage to the **Motor Vehicle**

C Other Charges

If **Your** cover has been extended under B Extension of Cover above **We** will pay the enforced payment of customs duty that **You** must pay as a direct result of loss or damage covered by **Your Policy**

We will also cover **You** against general average contribution salvage and sue and labour charges arising from the transportation of **Your Motor Vehicle** by water within or between any countries to which this insurance applies

Section 4 – Other Clauses

A Rallies, Competitions, De-restricted Toll Roads, Trials and Track Use

While any vehicle which **We** cover is used:

- A) in a rally
- B) in a competition
- C) in a motor trial
- D) on a racetrack
- E) on a circuit
- F) on a prepared course
- G) on a derestricted toll road

We restrict cover to those legal liabilities for which insurance is compulsory under the **Road Traffic Acts** and **We** provide no other cover under **Your Policy**

We do not apply this limitation in respect of any event organised to encourage road safety or a treasure hunt in respect of which:

- (i) the route does not exceed 100 miles and
- (ii) no merit is attached to the competitor's performance while driving except in relation to good road behaviour and compliance with the Highway Code and
- (iii) if the event includes driving tests then the driving area must not exceed 100 metres square and tests must not be timed

B No Claim Discount

Your No Claim Discount will be increased each year 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
3 or more years	3 or more years
2 years	3 years
1 year	2 years
Nil	1 year

Your 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
3 or more years	1 year	Nil
2 years	Nil	Nil
1 year	Nil	Nil

Payment made for the following does not affect **Your No Claim Discount** entitlement:

- A) **Emergency Treatment Fees**
- B) breakage of glass in the windscreen including windows where this is the only damage to the **Motor Vehicle** other than any scratching of bodywork resulting from the breakage

C More Than One Motor Vehicle Insured

If **We** cover more than one **Motor Vehicle** under **Your Policy** then Part B No Claim Discount of this Section applies separately to each **Motor Vehicle**

D Emergency Treatment

We cover any **Permitted User** for legal liability for **Emergency Treatment Fees**

E Cross Liabilities

If the **Policyholder** comprises more than one party (which in the case of a partnership includes each individual partner) **We** will cover each party's liability against the other as if the other was not included as a **Policyholder**

F Personal Effects

If **Your Schedule** shows comprehensive cover is in force, if personal clothing or effects are lost or destroyed by fire, theft or accident while in or on the **Motor Vehicle** **We** will pay **You** or if **You** so wish, the owner of the property in cash to the value of loss or damage up to the limit shown in **Your Schedule** per incident

We do not cover:

- (i) Money, stamps, tickets, documents or securities
- (ii) Business stock or equipment used for business purposes
- (iii) **Theft** of any property from a pickup truck unless stolen from the cab of the **Motor Vehicle**

G Medical Expenses

If **Your Schedule** shows comprehensive cover is in force **We** will, at **Your** request, pay medical expenses for each occupant of the **Motor Vehicle** who, as a direct result of a **Motor Accident** sustains bodily injury up to the limit shown in **Your Schedule** per injured person

H Personal Accident

We will pay the following benefits to the driver of the **Motor Vehicle** (or the drivers Legal Personal Representative) if the driver while in or getting into or out of the **Motor Vehicle** sustains bodily injury by accidental external violent and visible means which independently of any other cause within three months of the accident result in

- | | | |
|-------|--|--------|
| (i) | death | £5,000 |
| (ii) | complete and permanent loss of sight of any eye | £5,000 |
| (iii) | loss by severance of a limb at or above the wrist or ankle | £5,000 |

The maximum amount **We** will pay in respect of any one incident will not exceed £5,000

We do not cover:

- A) any person seventy five years of age or over
- B) an accident in connection with which the driver sustaining the injury fatal or otherwise
 - (i) was convicted under Part 1 of the Road Safety Act 1967 or under Section 6 of the Road Traffic Act 1960 or any similar drink and driving legislation in other territories or any amending legislation
 - (ii) was found by a post mortem examination to have a higher level of alcohol in his blood than is prescribed in the Road Safety Act 1967 or similar legislation in other territories or any amending legislation

Section 5 – Conditions Which Apply to Your Whole Policy

The following conditions apply to every Section of **Your Policy**. Failure to comply with **Your** obligations as noted within these conditions may result in

- 1) a claim being rejected or
- 2) **Your Policy** being declared invalid

A Provision of False Information

If **You** have knowingly provided **Us** with false information which has affected **Our** assessment of any of the following:

- A) **Your** eligibility for this insurance **Policy**
- B) the terms and conditions applying to **Your Policy**
- C) **Your** insurance premium

Your Policy may be deemed to be invalid from the date **You** provided **Us** with such information and all benefits under this **Policy** may be forfeited.

In these circumstances, **Our Right to Recover Payment** clause [Sub-Section 5 of Section 2 – Liability to Third Parties] will apply and **You** may be required to repay to **Us** any payment that **We** have been obliged to pay on **Your** behalf.

B Alteration in Risk

You must notify **Us** as soon as possible of any alteration in risk which affects **Your Policy**. This information would include:

- A) any special feature of the **Motor Vehicle**
- B) any special use of the **Motor Vehicle**
- C) the **Motor Vehicle**'s location
- D) the history of any driver
- E) a health condition which affects any driver

or any other relevant information which makes losses more likely to happen or makes losses more serious if they do happen

We may re-assess **Your Policy** cover and premium following notification of this information

Failure to disclose any information which makes losses more likely to happen or more serious if they do happen may result in:

- (i) the wrong terms being quoted
- (ii) a claim being rejected or reduced
- (iii) **Your Policy** being invalid

C Licence Checking

You must check the driving licence of every driver who will drive the **Motor Vehicle** and **You** must inform **Us** of:

- A) any convictions, fixed penalties or endorsements noted on the licence
- B) any Provisional licence
- C) any licence issued outside the UK

D Notification of a Claim

You must notify any of the following to **Us** as soon as possible:

- A) any incident which may give rise to a claim
- B) civil or criminal proceedings

If there has been a **Theft** **You** must tell the Police as soon as possible

We may request **You** to provide all details in writing together with any supporting evidence which **We** may reasonably require

If any of the following documents are served on **You** or any other person in connection with any incident then they must be sent to **Us** as soon as possible:

- (i) writs
- (ii) summons
- (iii) other legal documents
- (iv) letters of claim
- (v) other correspondence

You must not answer any correspondence without **Our** written consent **We** will not unreasonably withhold **Our** consent

E Conduct of a Claim

You must give **Us** whatever information or assistance **We** reasonably request

You must not:

- A) admit
 - B) deny
 - C) negotiate or
 - D) promise to pay
- any claim without **Our** written consent

We will not unreasonably withhold **Our** consent

We are entitled to take over and conduct the defence or settlement of any claim at **Our** discretion

F Fraudulent or Exaggerated Claims

If **You**, or someone on **Your** behalf, knowingly:

- makes a false claim;
- exaggerates the amount of a claim;
- provides **Us** with false or misleading declarations or statements to support a claim; or
- provides **Us** with any other false or invalid documents or relies on any fraudulent devices to support a claim

We may, at **Our** option, either:

- (a) decline cover under this insurance **Policy** for the relevant claim; or
- (b) void this insurance **Policy** from its inception or from the date of the relevant claim

G Looking after Your Motor Vehicle

You must keep the **Motor Vehicle** in a roadworthy condition

You must ensure that precautions are taken at all times to prevent injury and safeguard the **Motor Vehicle** from loss or damage

H Cancelling Your Policy

You may cancel **Your Policy** by giving **Us** written instructions and returning **Your** current **Certificate of Insurance** to **Us**

If **You** pay **Your** premium annually **We** will give **You** a full refund of premium for any unexpired period of cover when **We** receive **Your** current **Certificate of Insurance**

If **You** pay **Your** premium by instalments **We** will give **You** a full refund of premium for any unexpired period of cover when **We** receive **Your** current **Certificate of Insurance**. **You** should also instruct **Your** Bank or Building Society to cancel **Your** instalment arrangement.

We may cancel **Your Policy** if there is a failure to comply with the conditions of this Policy and if **We** do **We** will:

- A) write to **You** at **Your** last known address (and in the case of Northern Ireland to the Department of the Environment for Northern Ireland) confirming that all cover will cease 14 days after the date of **Our** letter
- B) give **You** a refund of premium for the unexpired period of cover

You must return **Your** current **Certificate of Insurance** to **Us** if **We** cancel **Your Policy**

I Non Payment/Consumer Credit Termination Clause

We reserve the right to terminate the **Policy** in the event that there is a default in instalment payments due under any linked loan agreement **You** must return **Your** current **Certificate of Insurance** to **Us** if **We** cancel **Your Policy**

J Other Insurance

Where a claim is covered under **Your Policy**, and this claim is covered by any other insurance, **We** will only pay **Our** share of the claim

K Exercising Your rights on Your behalf

If **We** or **Our** third party service provider ask, **You** or any other **Permitted User** making a claim must at any time:

- A) take or
- B) allow **Us** or **Our** third party service provider to take in **Your** name or the name of the **Permitted User**

all the steps needed to enforce **Your** rights or those of the **Permitted User** against any other person, including the defence or settlement of any claim or the pursuit of a claim in any person's name

We will pay any reasonable costs and expenses involved

L Access to the Motor Vehicle

We will have free access to examine the **Motor Vehicle**

M Governing Law/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.

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 Application of limits

The maximum amount **We** will pay irrespective of the number of parties covered by **Your Policy** having a claim under **Your Policy** shall not exceed in whole any limits shown in **Your Policy** or **Your Schedule**

For the purposes of any limits shown in **Your Policy** or **Your Schedule** all parties included in the definition of the **Policyholder** and covered under **Your Policy** will be treated as one **Policyholder** and there will be only one contract of insurance between the **Policyholder** and **Us**

O Compliance with Policy Terms

It is a condition of **Your Policy** that **You** comply with the terms and conditions of **Your Policy** and that any other person covered by **Your Policy** as though they were **You** with the terms and conditions of **Your Policy**

P Financial or Trade Sanctions

We shall not provide coverage 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 **We** or **You** may cancel that part of this **Policy** which is prohibited or restricted with immediate effect by giving written notice to the other at their last known address (or in the case of Northern Ireland **We** will write to the Department of the Environment for Northern Ireland)

If the whole or any part of the **Policy** is cancelled **We** will give **You** a full refund of premium for any unexpired period of cover

Section 6 – Exclusions Which Apply to Your Whole Policy

A Changes or additions to the vehicles to be Insured

The **Insurers** will not cover the **Policyholder** in respect of any vehicle unless

- A) the **Insurers** already have details of this vehicle or
- B) details of any changes or additions to the vehicle(s) to be insured are given to the **Insurers** immediately and the **Insurers** accept them and
- C) the **Insurers** have issued a certificate of motor insurance

The **Policyholder** must return any obsolete certificate of motor insurance to the **Insurers**.

B Use and Driving Which We Do Not Cover

We do not cover any claim under any Section of **Your Policy** occurring while a van which **We** cover is being:

- A) used with **Your** permission but is being driven or used outside the circumstances defined in **Your Certificate of Insurance**
- B) driven by **You** unless **You** are a **Licence Holder**
- C) driven with **Your** permission by any person:
 - (i) who is not permitted to drive in **Your Certificate of Insurance** or
 - (ii) who **You** know is not a **Licence Holder**
- D) driven by or in the charge of any person under 25 years of age unless that person is named in **Your Schedule**

Paragraphs A), C) and D) above of this Exclusion do not apply in respect of claims under Section 1 – 'Loss or Damage to the **Motor Vehicle**' when the **Motor Vehicle** is in the custody of a **Defined Organisation**

C Liability Which Results From An Agreement

We do not cover any liability which results solely from an agreement

D Radioactive Contamination

We do not cover any:

- A) loss of or damage to any property
- B) legal liability
- C) expense
- D) bodily injury
- E) any other loss

which is directly or indirectly caused by or arising from or contributed to by:

- (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of any nuclear fuel
- (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of it

E War Risks

We do not cover any:

- A) loss of or damage to any property
- B) legal liability
- C) expense
- D) bodily injury
- E) any other loss

which is directly or indirectly caused by or arising from or contributed to by:

- (i) war, invasion, act of foreign enemy or hostilities (whether war is declared or not)
- (ii) civil war, rebellion, revolution, insurrection or military or usurped power

except as required by any relevant road traffic legislation

F Riot and Civil Commotion

We do not cover any consequence of riot or civil commotion occurring in Northern Ireland

We do not apply this Exclusion to Section 2 – 'Liability to Third Parties'

G Sonic Bangs

We do not provide cover under Section 1 – 'Loss or Damage to the **Motor Vehicle**' of **Your Policy** in respect of loss or damage which is caused by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speed

H Pollution

We do not cover:

- A) death of any person
- B) bodily injury to any person or
- C) damage to any property which is directly or indirectly caused by pollution or contamination unless this pollution or contamination is directly caused by an incident which occurs in its entirety at a specific time and place during the **Period of Insurance** and is:
 - (i) sudden
 - (ii) identifiable
 - (iii) unintended and
 - (iv) unexpected

All pollution which arises out of one incident will be considered to have occurred at the time when this incident takes place

We will not apply this Exclusion in circumstances where it is necessary to meet the requirements of any relevant road traffic legislation

I Driving Under the Influence of Drink or Drugs

We do not cover any loss of or damage to the **Motor Vehicle**, if, as the result of the incident, **You** or anyone insured under the **Policy** is convicted of driving whilst under the influence of alcohol or drugs. **Our** liability will be limited to the cover required under the **Road Traffic Act** and **We** will reserve the right to recover any amounts **We** are required to pay.

This exclusion does not apply to amounts paid or which **We** are required to pay under Section 8 - Legal Assistance Plan

Section 7 – No Claim Discount Protection

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

Section 4 – Other Clauses, B No Claim Discount and C More Than One Vehicle Insured are replaced by the following:

A No Claim Discount Protection

Your No Claim Discount will be reduced to Nil following 2 or more claims in any one **Period of Insurance**

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 two or more claims in any one **Period of Insurance**

Payment made for the following does not affect **Your No Claim Discount Protection**:

- A) **Emergency Treatment Fees**
- B) breakage of glass in the windscreen including windows where this is the only damage to the **Motor Vehicle** other than any scratching of bodywork resulting from the breakage

B More Than One Motor Vehicle Insured

If **We** cover more than one **Motor Vehicle** under **Your Policy** then Part A **No Claim Discount Protection** of this Section applies separately to each **Motor Vehicle**

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 telephone number shown in your policy schedule. 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
P O Box 255
Wymondham NR18 8DP

Email: 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 unhappy

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
London E14 9SR

Telephone: 0800 023 4567 (free from standard land line, mobiles may be charged)
0300 123 9123 (same rate as 01 or 02 numbers, on mobile phone tariffs)

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

You have six months from the date of our final response to refer your complaint 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 will apologise and aim to do everything possible to put things right.

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 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

