

Everything explained Your Policy Wording

(Please keep this safe)



WELCOME TO MORE TH>N SM>RT WHEELS CAR INSURANCE

MORE TH>N SMART WHEELS is arranged, administered and sold by R&SA Marketing Services Ltd which is an appointed representative of Royal & Sun Alliance Insurance plc.

Thank you for choosing MORE TH>N SM>RT WHEELS to protect you and your car.

This booklet is intended to help you check your cover and to reassure you that MORE TH>N SM>RT WHEELS will give you the protection you need for the year ahead. First of all, to help you understand your car insurance policy we want to make you aware of the following:

- Legally we need to make sure you're aware that the information you've given forms the basis of your insurance contract with us. Your policy wording, Schedule, Statement of Fact and Certificate of Motor Insurance are evidence of that contract, so please read them carefully to ensure that the cover is exactly what you need, and keep them in a safe place for future reference.
- It is important that you tell us as soon as possible of any changes to the information that you have provided us. If you do not, your policy may become invalid.

Insuring your car with us means more than just great value cover. We go the extra mile to give you the best service too. Of course we hope you don't ever need to make a claim. But, if you do, you'll benefit from a dedicated level of service from our claims team. They will take care of everything for you, ensuring you are kept informed of progress and that the whole claims process is as smooth as possible. They are available 24 hours a day in case of emergency and recovery.

Why it's important you provide correct information

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take reasonable care not to make a misrepresentation to us. We interpret this to mean that you must take care to answer all questions honestly and to the best of your knowledge. Failure to supply accurate and complete answers may result in your policy being cancelled or treated as if it never existed, or your claim rejected or not fully paid.

For example, this could include:

- not telling us about motoring convictions or not providing a driving licence number
- not telling us about unspent criminal convictions
- not telling us about previous accidents or losses, even if a claim was not made
- not telling us about modifications to your car
- giving us false information about who is the registered keeper or owner of your car
- giving us false information about the main user of your car.

THIS IS NOT A FULL LIST. YOUR SCHEDULE AND STATEMENT OF FACT CONTAINS ALL OF THE INFORMATION WE NEED TO DETERMINE YOUR ELIGIBILITY FOR THIS POLICY AND HOW MUCH YOUR PREMIUM SHOULD BE. YOU MUST CONTACT US IF ANYTHING ON YOUR SCHEDULE OR STATEMENT OF FACT IS INCORRECT OR CHANGES.

If you commit fraud in connection with your application for this policy or with any changes to it, we will not make any payment, provide any other help or benefits, and will not return any premium to you. Where we identify fraud we reserve the right to void your insurance with immediate effect and without providing you with any notification or warning. Where we void the policy we will contact you at your last known valid address which could be either postal or e-mail. If the postal address used is known to be fraudulent no postal communication will be issued.

Please note that our cancellation of your policy due to Fraud or misrepresentation must be declared to future insurers and may lead to other insurers refusing your application for motor insurance or increased premiums.

Finally, to help you understand everything you need to know about the protection your policy offers, and the extent of your cover, you'll see these headings appearing on many of the pages throughout this booklet and it is important that you read both sides.

WHAT IS COVERED

These sections give detailed information on the insurance provided and you need to read it with 'What is not covered' at all times.

WHAT IS NOT COVERED

These sections will make it clear what's not included in the scope of your policy.

Once again we welcome you to MORE TH>N SM>RT WHEELS and wish you a hassle-free year of motoring.

INFORMATION ABOUT YOUR CONTRACTS

You will enter into two separate contracts when you take out an insurance policy through us. The first contract is with us for arranging and administering your insurance policy, on your behalf, and we shall charge you fees for providing our services. Our terms and conditions are set out in the contract for insurance intermediary services below.

The second contract is with the Insurer for providing your insurance and they shall charge you a separate premium inclusive of insurance premium tax. Their terms and conditions are set out in the policy.

Our fees and the Insurer's premium will form the cost of the insurance.

DEFINITIONS

The words defined below will have the same meaning wherever they are shown in **bold print** in the section on page 4 called **YOUR CONTRACT WITH R&SA MARKETING SERVICES LTD FOR INSURANCE INTERMEDIARY SERVICES**.

Available miles

The remaining distance which the **policy** allows **your car** to be driven during the current **period of insurance**. You can see how many miles you have remaining within your secure dashboard at www.service.smartwheels.morethan.com.

Certificate of Motor Insurance

The document which proves that you have insurance with the **Insurer** in respect of the **policy** in line with road traffic laws.

Driver

Anyone who is shown on your **Certificate of Motor Insurance** as being entitled to drive your car and who has your permission to drive it.

Driving Style Rewards

A reward mechanism to review your **Driving Style Score** and provide rewards for good driving behaviour.

Driving Style Score

The score assigned by MORE THAN SMART WHEELS to each journey undertaken in your car based on an analysis of the data collected by the **telematics device**.

Excess

The amounts shown on your **Schedule** which you must pay when you make a claim which is covered by your **policy**.

Family

A parent, child or grandchild of either the policyholder or the policyholder's **Partner**.

Insurer

Royal & Sun Alliance Insurance plc.

Modification

Any change to your car's original manufacturer standard specification including optional extras.

These include, but are not restricted to, changes to the appearance and/or the performance of your car, and include changes made to your car by previous owners.

No Claim Bonus

A discount from your premium in return for you not making a claim.

Period of insurance

The length of time for which your **policy** runs as specified on your **Schedule**.

Policy

Your **policy** is made up of:

- the record of information that you have provided to us;
- the **policy** wording;
- your **Schedule** and
- your **Certificate of Motor Insurance**.

Schedule

The document which describes:

- you
- any other driver and
- any special details of your **policy** such as **excesses**, **policy** limits or special terms and conditions.

Telematics device (SM>RT WHEELS Box)

The telematics device supplied and fitted to your car by the installation partner. This device collects and transmits data on driving style, location and impact.

Temporary hire car

Any car supplied to you under an agreement between us and one of our temporary hire car suppliers.

Top Up Miles

The option given to you to increase the available miles permitted under the policy in any one period of insurance.

Trailer

Means a trailer, which is built to be towed by a car.

We, us, our

R&SA Marketing Services Ltd and anyone we may appoint to act on our behalf.

You, your

The person named as the policyholder in:

- your Certificate of Motor Insurance; and
- your Schedule.

Your car

The car:

- whose details have been reported to and accepted by us; and
- whose registration number is shown in your Certificate of Motor Insurance, Statement of Fact and your Schedule.
- a trailer if your Schedule shows that you have cover for a trailer. The trailer will be covered whether or not it is attached to your car.

Your partner

The partner, husband or wife of the policyholder living at the same address as the policyholder. This does not include business partners or associates.

YOUR CONTRACT WITH R&SA MARKETING SERVICES LTD FOR INSURANCE INTERMEDIARY SERVICES

We are acting as your insurance intermediary to ensure you get the most appropriate policy with More Than, including but not limited to the most appropriate coverage, policy limits and excess charges. Once your insurance contract has been concluded with the Insurer, we will help you access the benefits offered under your policy. We will administer the policy on your behalf and provide the following services: making a claim; adjusting your details, renewing your policy, cancelling your policy or reissuing documentation.

Our services

We are an appointed representative of the Insurer and we will assist you in arranging a contract of insurance with them.

We provide policy arrangement and administration services in respect of the MORE TH>N car insurance product, which is underwritten by the Insurer.

Changes to information on your Certificate of Motor Insurance, Schedule, or Statement of Fact

We must be told about the following changes immediately:

- Change of car/addition of another car
- Change of drivers
- Change of use
- Change of name

Your Schedule and Statement of Fact contains all of the information we need to determine your eligibility for this policy and how much your premium should be – you must contact us if anything on these documents changes.

Changes to driving licence numbers

If you change name or gender, you need to tell the DVLA. It will then supply you with a new driving licence number.

You must tell us your details including your new licence number as soon as you know them.

Telematics Services

R&SA Marketing Services Limited are acting as the provider of your telematics device. Once your insurance contract has been concluded with the Insurer, we will assist you with the installation and operation of the telematics device.

It is a condition of the policy that you have a telematics device installed in your car and that it remains in use at all times. Your SM>RT WHEELS Box will measure and transmit various aspects of how the car is driven.

These measurements will include (but are not limited to) **your** speed throughout **your** journey, braking frequency and force, acceleration, cornering and sudden manoeuvres, miles travelled, the types of routes **you** take (e.g. A-roads, motorways, country lanes), time and date of travel and the car's location. This telematics data will be used by us and the Insurer to determine **your** driver behaviour.

The **SM>RT WHEELS Box** will continue to record how the car is driven regardless of who is driving the car. This includes named drivers and those driving under their own insurance on a third party only basis. These measurements will still contribute to **your** overall driver behaviour including miles travelled.

INSTALLATION OF TELEMATICS DEVICE

It is **your** responsibility to ensure that **you** have the agreement of any co-owner, hire purchase company, or other person that has a legal interest in **your** car, to having a **telematics device** fitted in **your** car before it is installed. The installation will not affect any new car warranty.

It is **your** responsibility to notify any authorised person that drives **your** car that a **telematics device** has been installed and that their journey will be monitored and data collected. If **you** give us information about another person **you** are confirming that they have given **you** permission to provide it to us and the Insurer to be able to process their personal data (including any sensitive data), and also that **you** have told them who **we** and the Insurer are and what **we** or the Insurer will use their data for.

When you take out the policy

Once the **policy** has been accepted **we** will contact **you** to arrange the installation of **your telematics device**. **You** will be required to make **your car** available at an agreed location.

If the **telematics device** is not fitted by the date agreed for installation **we** reserve **our** right to cancel **your policy** by giving **you** at least seven days notice either in writing to **your** last known address or by email.

If **you** do not attend **your** installation appointment, or **you** cancel the appointment with less than 24 hours notice, a fee will become payable for failure to attend or cancellation of **your** appointment.

We will fit the **telematics device** at a mutually convenient time at (or near) **your** home or place of work or study within mainland Great Britain, provided it is safe to fit the device at the proposed place.

You are required to meet any expenses associated with the delivery of **your car** to the agreed location.

Please see the charges and fees page on our website or **your Schedule** for the cost of fitting the **telematics device**, together with the fee for missed appointments.

The installation process will take approximately one hour.

Change of car

We will need to install a new **telematics device** if **you** change **your** car.

When **you** contact us to tell us of a change of car **we** will agree a date by which **you** have to have the **telematics device** fitted. **You** will be required to make **your car** available at an agreed location prior to this date. If the **telematics device** is not fitted **we** reserve **our** right to cancel **your policy** by giving **you** at least seven days notice, either in writing to **your** last known address, or by email.

We will fit the **telematics device** at a mutually convenient time at (or near) **your** home or place of work or study within mainland Great Britain, provided it is safe to fit the device at the proposed place.

You are required to meet any expenses associated with the delivery of **your car** to the agreed location. Please see the charges and fees page on our website or **your Schedule** for the cost of fitting the **telematics device**, together with the fee for missed appointments.

If **you** have sold **your** old car, **you** should notify the new owner that a **telematics device** has been installed, but that it has been disabled.

Tampering

The **telematics device** has attack safeguards and tamper controls and it is a condition of the **policy** that **you** will not permit any unauthorised interference with the **telematics device** by any person.

You, or any person acting on **your** behalf, must not tamper with, dismantle, or attempt to remove any part of the **telematics device**.

If we detect any unauthorised interference with the **telematics device** or any interference with the GPS/GSM signal emitted from the **telematics device** the warranty will be invalidated. An investigation will be initiated and a physical inspection of the **telematics device** by an approved engineer may be required. We will contact you to discuss the outcome of our investigation and we may cancel your insurance as per our cancellation rights by giving you at least seven days' notice either in writing to your last known address or by email.

Please note that our cancellation of your policy due to suspected tampering must be declared to future insurers and may lead to other insurers refusing your application for motor insurance or increased premiums.

The reinstatement of cover under the policy can only be considered subject to the **telematics device** being inspected by us. If, on inspection, it's found that the **telematics device** and/or its emitted signal has been the subject of unauthorised interference, the policy will be cancelled.

Telematics Device Faults

If during the monitoring of data from your **telematics device** we suspect that there is any defect in the operation of your **telematics device** we will contact you to arrange for the defect to be rectified by the installation partner. You must also contact us if you believe for any reason that the **telematics device** may be defective in some way. If the fault cannot be repaired remotely we, or our approved engineers, will agree a time and location to repair (or replace) the **telematics device**.

We will contact you to arrange for the defect to be rectified by our installation partner. If you don't respond we reserve the right to cancel your policy by giving you seven days notice, either in writing to your last known address, or by email.

Third Parties

We will not release your driving information to the Police or any civil authorities unless:

- we have your permission; or
- we are required to do so by law; or
- we suspect fraud or attempted fraud.

Telematics data will only be disclosed to other parties in the following circumstances:

- To our agents and subcontractors for operational reasons, including providing the agreed services under your policy
- Carrying out the installation, activation, deinstallation, disconnection, servicing updating or testing of the **telematics device**.

Warranty

Once the **telematics device** has been installed we'll warrant that it will remain free from the effects of:

- faulty design or specification; or
- defective workmanship; or
- defective materials

for a period of three years from the date of installation.

Renewing your policy

We will contact you before your policy renewal date with details of your renewal. If the Insurer decides not to offer renewal we'll let you know. If you pay annually and we or the Insurer have your current card payment details, unless you have told us otherwise, your policy will renew automatically on your renewal date and your payment will be collected from the card referenced in your renewal communication.

You have the option to opt out of automatic renewal at any time throughout the life of your policy by contacting us. If you pay by direct debit your policy will renew automatically on your renewal date and your payment will be collected from the bank account referenced in your renewal communication.

If you do not wish to renew your policy or need to make any changes you need to contact us before your renewal date. If you pay annually and have opted out of automatic renewal you'll need to contact us to renew your policy.

This Insurance Intermediary Services contract will automatically renew if you renew your policy. Any fees chargeable by us on renewal will be identified in your renewal letter.

Cancelling your policy

If you want to cancel your policy, please advise us within 14 days of the date you received your policy documents. You will receive a refund of the premium and the Arrangement and Administration fee provided there have been no claims under the policy. Cancellation will be subject to an administration charge.

You or the Insurer may cancel the policy at any time after the statutory 14-day period. Any refund of premium will be calculated on a proportionate basis and will then be subject to the Cancellation Terms in your Schedule. Any refund of the Arrangement and Administration fee will also be calculated on a proportionate basis. Cancellation will be subject to a charge.

The Insurer will cancel your policy where there is a valid reason for doing so. We will give you at least 7 days' notice at your last known address. This letter will confirm any action required from you, together with the date from which the policy will be cancelled if you do not comply with the Insurer's or our requirements.

Valid reasons include but are not limited to:

- A default in instalment payments due under any linked loan agreement. If **you** pay **your** premium monthly, cover under the **policy** will end if **you** do not pay any monthly premium when it is due. If **you** cancel **your policy** after an event which may lead to a claim, **you** must pay **us** the rest of **your** premium due to the **Insurer** and any outstanding Arrangement and Administration fee due to **us** until the next renewal date
- Where **we** have been unable to collect a premium payment
- Failing to provide information or documentation requested by **us** and/or the **Insurer**. This could include but is not limited to:
 - Proof of **No Claim Bonus**
 - Copies of driving licences
 - Evidence of Company Car Driving Experience
 - Information required by **us** to process a claim or defend the **Insurer's** and/or **our** interests.
- Use of threatening or abusive behaviour or language, or intimidation or bullying of the **Insurer's** and/or **our** staff or suppliers
- **We** or the **Insurer** discover that **you** have used fraud to obtain another **policy** underwritten by the **Insurer** to make a claim under another **policy** that the **Insurer** underwrites

Where **we** are unable to collect an instalment, **we** will contact **you** in writing requesting a payment by a specific date. If payment is not received by this date, **your policy** will be cancelled.

You can cancel **your policy** by contacting **us** by telephone or in writing. Please see the Contact details section of this contract for more information.

This Insurance Intermediary Services contract will automatically be cancelled if **your policy** is cancelled.

HOW TO CONTACT US

CUSTOMER SERVICE LINE 0345 072 4422

If **your** circumstances change and **you** need to update **your** cover, **you** can call the Customer Service line. Please refer to **your Schedule** for details of charges regarding making changes to **your policy**. Open 8am–9pm Monday to Friday, 8am–5pm Saturday and 9am–5pm Sunday.

Regulation

MORE TH>N SMART WHEELS is a trading style of Royal & Sun Alliance Insurance plc (No. 93792) and is arranged, administered and sold by R&SA Marketing Services Ltd (No. 2145778) which is an appointed representative of Royal & Sun Alliance Insurance plc (Financial Services Register Number: 202323) authorised by the Prudential Regulation Authority, and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Royal & Sun Alliance Insurance plc and R&SA Marketing Services Ltd are registered in England and Wales at St. Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL.

You can check this on the Financial Services Register by visiting the FCA's website www.fca.org.uk.

Responsibility for your money

Please note that when receiving or refunding **your policy** premium and when **we** are handling any claim monies, **we** act as an agent for the **Insurer**.

YOUR CAR INSURANCE POLICY

This is your MORE TH>N SM>RT WHEELS insurance policy wording.

The information you provided, eligibility criteria and declaration you agreed to, along with this policy wording, your Schedule, Statement of Fact and your Certificate of Motor Insurance are all part of your policy. Please read them all to avoid any misunderstandings.

Driving other cars

This policy only covers you for driving the vehicle whose registration details are shown on the Certificate of Motor Insurance.

Driving Abroad

Your policy provides cover while your car is in (or being transported between) any EU country, or a country approved under the motor insurance Directives of the European Commission. It only provides the minimum cover required by law while you're in these countries.

If you contact us and pay an extra premium we will extend your policy to benefit from the same level of cover enjoyed in the British Isles while your car is in these countries. See **Section 5 – Territorial Limits and Driving your car abroad** for more information.

Please take your Certificate of Motor Insurance and the European Accident Statement abroad with you. Also check www.fco.gov.uk for information on what you must take with you while driving in foreign countries.

If you're involved in an accident abroad, don't sign anything (particularly if it's written in a foreign language) until you're certain you understand and agree with every word.

Towing

Your policy provides cover for your legal liabilities while you are towing. It doesn't provide cover for theft or damage to items being towed. You will need to arrange separate cover against loss or damage to these elsewhere.

Death of Policyholder

To enable us to take instructions, due to legal constraints we will require the following documents:

- certified copy of the death certificate, and
- proof of the validity of the executor, or
- grant of letters of administration.

Excesses Explained

An 'excess' is the part of each claim that you're expected to pay. This varies depending on the type of claim you're making. For accidental damage, fire, and theft claims, there are both 'voluntary' and 'compulsory' excesses which you'll have to pay when you make a claim. We set the compulsory excess, and you choose the voluntary excess when you take out or renew the policy. The level you choose will affect the cost of your insurance. For windscreen claims, there is no voluntary excess.

You can find the excesses that you will have to pay for each type of claim in your Schedule.

Reporting a claim

You must tell us as soon as you become aware of any incident or legal proceedings which may lead to a claim.

If there has been a theft or attempted theft, you must also tell the Police as soon as you become aware. You should initially notify us of your claim by phone. Your initial claim contact number is shown in the Contact details section of this contract.

If the Insurer then decides that they need an Accident or Theft Report form, we will send one to you which you should complete and return.

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Please note that NOT ALL of the sections listed below will apply to your policy. Those which do apply are listed on your Schedule.

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Your policy sets out the contract between you and Royal & Sun Alliance Insurance plc (RSA), and in return for the premium RSA will cover you during the period of insurance under the terms set out in your policy. This policy wording, together with your Schedule and Statement of Fact, gives you the details of what your policy does and does not cover. Please pay special attention to those pages describing the conditions and exceptions which apply to your whole policy. It also contains information about our 24-hour helplines and how to make a claim.

We hope you are happy with your policy. If you are not, please advise us using the Contact details on page 7. Any refund of premium will be subject to the charges, fees and terms shown in your Schedule and/or in your contract with R&SA Marketing Services Limited.

Should you decide to cancel or lapse your policy the data feed from your **SM>RT WHEELS Box** will be disabled and we will no longer be able to collect information about the way you drive and will not be able to detect accidents.

You will be able to download your Driving Style Scores from the secure dashboard at www.service.smartwheels.morethan.com should you wish to provide them to other insurance providers in future.

POLICY DEFINITIONS

The words defined below will have the same meaning wherever they are shown in **your policy** in bold print.

Accessories

Accessories are defined as:

- child safety seats
- roof racks
- roof boxes
- cycle carriers
- untethered charging cables supplied as part of an electric or hybrid car
- dashboard cameras.

Advanced Driver Assistance Systems (ADAS)

Electronic aids fitted to **your car** capable of assisting the **drivers'** control of **your car** making driving easier and safer.

Available miles

The remaining distance which the **policy** allows **your car** to be driven during the current **period of insurance**. You can see how many miles you have remaining within your secure dashboard at www.service.smartwheels.morethan.com.

British Isles

The **British Isles** are:

- Great Britain
- the Republic of Ireland
- Northern Ireland
- the Isle of Man
- the Channel Islands and
- journeys by water, air or rail within or directly between any of these areas.

Certificate of Motor Insurance

The document which proves that **you** have insurance with us in respect of this **policy** in line with road traffic laws.

Driver

Anyone who is shown on **your Certificate of Motor Insurance** as being entitled to drive **your car** and who has **your** permission to drive it.

Driving Style Rewards

A reward mechanism to review **your Driving Style Score** and provide rewards for good driving behaviour.

Driving Style Score

The score assigned by MORE THAN SMART WHEELS to each **journey** undertaken in **your car** based on an analysis of the data collected by the **telematics device**.

Excess

The amounts shown on **your Schedule** which **you** must pay when **you** make a claim which is covered by **your policy**.

Family

A parent, child, grandchild of either the policyholder or the policyholders **Partner**.

Irrevocable Cancellation Request

A cancellation processed by RSA on behalf of the policyholder as a result of failure to comply with policy requirements or eligibility. Any cancellation on this basis cannot be changed or reversed but does not need to be declared to any subsequent Insurer.

Key(s)

Key(s) means any device used for starting **your car** or using its locking mechanism or immobiliser.

Market value

The cost of replacing **your car** with a car of the same make, model, specification, mileage and age, in the same condition as **your car** was immediately before the loss or damage **you** are claiming for.

Modification

Any change to **your car's** original manufacturer standard specification including optional extras.

These include, but are not restricted to changes to the appearance and/or the performance of **your car**, and include changes made to **your car** by previous owners.

No Claim Bonus

A discount from **your premium** in return for **you** not making a claim.

Period of insurance

The length of time for which **your policy** runs as specified on **your Schedule**.

Policy

Your policy is made up of:

- the record of information that **you** have provided to us;
- this **policy** wording;
- **your Schedule** and
- **your Certificate of Motor Insurance**.

Schedule

The document which describes:

- **you**
- any other **driver** and
- any special details of **your policy** such as **excesses**, **policy** limits or special terms and conditions.

Telematics device (SMART WHEELS Box)

The **telematics device** supplied and fitted to **your car** by the installation partner. This device collects and transmits data on driving style, location and impact.

Temporary hire car

Any car supplied to **you** under an agreement between us and one of our **temporary hire car** suppliers.

Terrorism

Terrorism shall mean an act of any person 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 H.M. government in the United Kingdom or any legitimate government whether or not legally established.

However this definition will only apply in respect of cover provided in **excess** of the minimum Road Traffic Act requirements or as required under local legislation.

Top Up Miles

The option given to **you** to increase the **available miles** permitted under the **policy** in any one **period of insurance**.

Trailer

Means a **trailer**, which is built to be towed by a car.

We, us, our

Royal & Sun Alliance Insurance plc and anyone we may appoint to act on our behalf.

You, your

The person named as the policyholder in:

- your **Certificate of Motor Insurance**; and
- your **Schedule**.

Your car

The car:

- whose details have been reported to and accepted by us; and
- whose registration number is shown in your **Certificate of Motor Insurance**, **Statement of Fact** and your **Schedule**.
- a **trailer** if your **Schedule** shows that you have cover for a trailer. The trailer will be covered whether or not it is attached to your car.

Your partner

The partner, husband or wife of the policyholder living at the same address as the policyholder. This does not include business partners or associates.

SECTION 1 – TELEMATICS

It is a condition of this policy that you have a **telematics device** installed in your car and that it remains in use at all times. Please see the terms of your contract with R&SA Marketing Services Limited in relation to the installation of the **telematics device**.

OPERATION OF TELEMATICS DEVICE

The MORE TH>N SM>RT WHEELS **telematics device** collects information about the way you drive. This information is used by us as follows:

- To contribute toward the calculation and charging of insurance premiums based on your driving behaviour whilst using your car
- To help us gain a better understanding of driving behaviours. This knowledge may be used by us in the development of similar products
- To help us determine the precise circumstances of any claim you make under your policy. We reserve the right to use the data collected to protect our interest
- To calculate your **Driving Style score**
- To determine if **Top up miles** are required
- To accurately calculate your renewal discount and
- To identify unacceptable driving behaviour.

Accident Detection

If you are involved in an accident, an alert message may be sent to us, and provided your car is not moving, we will try to contact you by telephone.

If you require assistance we will help you on your way or arrange for your car to be recovered to one of our repairers. If we cannot contact you, we will send an SMS text message asking you to contact us. We will only try to contact the number provided by you.

Do not assume we will contact you, or any emergency services, after an incident has occurred. We will try to make contact with you, and, if we think it necessary, the emergency services, however you should take all appropriate steps to protect your safety and report any incident to the appropriate emergency services.

Damage

We will not be responsible for any faults or damage or the cost of replacing the **telematics device** if the fault or damage is caused by you, anyone appointed by you (such as a mechanic) or anyone other than our approved representative.

Data Capture

If telematics data is captured for less than 75% of the period of insurance then this will impact our ability to use your telematics data to help calculate your premium.

If telematics data is not collected for a period of 21 days or longer, our installation partner will contact you to determine why the data is not being collected. We may request that your car is started or driven so we can verify there isn't a defect. If you do not respond to our requests or our installation partner's requests, we will treat this as an **Irrevocable Cancellation Request** and we will cancel your policy as per the Cancellation requests section on page 27 by giving you at least seven days' notice either in writing to your last known address or by email.

If you ask us to stop collecting data from the **telematics device** we will treat this as an **Irrevocable Cancellation Request** and we will cancel your policy as per the Cancellation requests section on page 27 by giving you at least seven days' notice either in writing to your last known address or by email.

Data Errors

We will not be held responsible for any loss, damage, liability or costs caused by inaccuracies in the data collected by the **telematics device**.

Driving Style Rewards

Your policy includes a reward mechanism based on improvements in your **Driving Style Score**. The average **Driving Style Score** for each quarter is compared with the **Driving Style Score** used to calculate your premium.

Driving Style score

This is calculated by us and is based on an assessment of a number of factors. Your **telematics device** will measure your speed, smoothness and usage. This will include the speed in which you drive. Acceleration, braking and cornering, plus the number of journeys completed in a rolling 24 hours, the time of use and the length of the journey. This score is used by us to calculate your **Driving Style rewards**, the cost of **Top Up Miles** and your renewal premium. From time to time we may review your **driving style score** and contact you to discuss your results and offer advice on how a poor score can be improved.

Top Up Miles

Your policy only provides cover for the restricted number of miles shown on your policy schedule. The **telematics device** in your car is used to record the number of miles driven by your car. The current available miles are shown in your secure area of our website. When you have used 90% or more of your mileage allowance, your **telematics device** will trigger a notification to us and we will notify you to allow you to top-up your miles. Once you have used up your available number of miles then cover will no longer be in force under the policy.

Before you run out of available miles you will be contacted by us and offered one of the following options:

- you may purchase **Top Up Miles** for an additional premium. The premium for **Top Up Miles** is based on your current **Driving Style Score**
- you may leave your car securely parked for the remainder of the current period of insurance
- you may cancel your policy. Please see the charges and fees section of the website for the cancellation fee applicable.

If you fail to agree to one of these options we will treat this as an **Irrevocable Cancellation Request** and we will cancel your insurance as per the Cancellation requests section on page 27 by giving you seven days' notice either in writing to your last known address or by email as soon as the amount of available miles has been exhausted.

Effects to Usage Score

Your policy does not contain any specific restrictions concerning curfews unlike other telematics policies which typically place restrictions on where or when a vehicle can be driven, however your telematics device data will provide live information of all journeys including those times when driving represents a higher risk, such as late at night or early morning and this usage will form part of our overall driving score. We therefore advise more caution at these times.

You will also be able to access information about your journeys through the App or dashboard, such as information relating to mileage, rewards and driving style scores.

Unacceptable Driving Behaviour and warnings

The telematics device in your car collects information about the way your car is being driven which we will use to determine driver behaviour. RSA does not endorse poor driving practices and we have three categories of unacceptable driving behaviour. If we identify examples of poor driving which trigger these thresholds your policy will be cancelled.

The telematics device will collect real-time data as you drive. What must be considered is that the telematics device cannot distinguish between drivers.

In short, we will continuously measure and record how the vehicle is being driven. It is your duty to make all persons who will drive the insured vehicle aware of the telematics device and the implications of their driving behaviour.

All scoring will go against the policyholder and not the alleged driver at the time.

Yellow driving events

If during any one annual period of insurance we identify behaviour which we deem to be a Yellow event, we will warn you of your future driving conduct either by phone, in writing, by email or via the secure area of the MORE THAN SMART WHEELS website. If we identify four examples which meet this threshold we will treat this as an **Irrevocable Cancellation Request** and we will cancel your insurance as per the Cancellation requests section on page 27 by giving you seven days' notice either in writing to your last known address or by email

Red driving events

If during any one annual period of insurance we identify behaviour which we deem to be a Red event, we will warn you of your future driving conduct either by phone, in writing, by email or via the secure area of the MORE THAN SMART WHEELS website. If we identify two examples which meet this threshold we will treat this as an **Irrevocable Cancellation Request** and we will cancel your insurance as per the Cancellation requests section on page 27 by giving you seven days' notice either in writing to your last known address or by email. Please note a Red event will also count towards the total number of Yellow events.

Black driving events

However, if during any one annual period of insurance we identify the car being driven at unacceptably high speeds or unacceptable driving behaviour, then we will cancel your insurance as per Our Cancellation Rights on page 27 by giving you at least seven days' notice either in writing to your last known address or by email.

Please note that our cancellation of your policy due to a Black driving event must be declared to future insurers and may lead to other insurers refusing your application for motor insurance or increased premiums.

Changes to your premium

It is important to understand that any changes notified to us may impact the premium you are required to pay.

Changes that may impact the premium include a change in your occupation; change in your licence type and/or you start using the vehicle for something other than what you told us previously. It's anything that is relevant to the Insurer providing cover for the risk you want insured.

To illustrate this point, if you purchased a number of mileage top-ups during the lifecycle of your policy, your renewal premium will be calculated on your original mileage allowance plus any additional miles purchased through the year.

In the same way, if you have made or notified us of a claim or other changes in your circumstances, these considerations will be taken into account when we calculate renewal of your policy and as we and your insurers gather more data, we will adjust our rating models on an ongoing basis. As is common with most insurers this will affect our assessment of future risks and premium payable.

Information about:

- the data collected from your Telematics device (SMART WHEELS Box),
- driving style score,
- available miles,
- the cost of top up miles,
- the reward mechanism, and
- driving behaviour

is available via your secure dashboard
www.service.smartwheels.morethan.com

SECTION 2 – YOUR LEGAL RESPONSIBILITY TO THIRD PARTIES

Injury to other people and damage to third party property

WHAT IS COVERED

A. Your cover while driving or using your car

This policy covers you for the cost of any claims if you are legally responsible for:

- causing injury to or the death of anyone or
- the damage you cause to another person's property, including damage caused by a trailer attached to your car (we will pay up to the amount shown as Third Party Property Damage in your Schedule, including legal costs, for any claim or claims arising from one incident).

B. Cover for other people

This policy also covers the following people while using your car against their legal responsibility to pay for causing injury to or the death of anyone or damaging another person's property (we will pay up to the amount shown as Third Party Property Damage in your Schedule, including legal costs, for any claim or claims arising from one incident):

- any person, while driving your car with your permission, who is insured by this policy
- any passenger travelling in, or getting into or out of, your car
- any employer of a person detailed on your Certificate of Motor Insurance provided that:
 - your car is not owned, leased or hire by them
 - the purpose for which your car is being used is allowed by your Certificate of Motor Insurance
 - they have your permission to drive your car.
- the legal representatives of any person who dies and who would have been covered under this section.

C. Cover for legal costs and expenses

We cover you and those people in Section 2 – for the following for any incident which might involve legal liability under your policy.

- the costs of defence against a charge of manslaughter or causing death by dangerous driving. You must have our written permission before agreeing to these costs
- solicitors' fees at a coroner's inquest, fatal inquiry or magistrates' court. You must have our written permission before agreeing to these costs
- other legal fees, costs and expenses which we have agreed to in writing.

D. Cover abroad

We provide the minimum cover required by law to allow you to use your car in any of the following countries:

- any country which is a member of the European Union
- any other country which meets the motor insurance Directives of, and which is approved by, the European Commission.

We will not be able to provide a temporary hire car if you are involved in an incident whilst abroad.

E. Emergency treatment fees

We will pay the cost of any emergency medical treatment required under road traffic laws. If we pay emergency treatment fees, this will not affect your No Claim Bonus.

WHAT IS NOT COVERED

1. Loss of or damage to your car or any other property which is owned by or in the care of anyone making a claim under this section.
2. Legal liability for death of or physical injury to anyone as a result of their job, except as required under road traffic laws.
3. Legal liability in connection with any car which belongs to or is hired to the employer or business partner of you or your partner, if there is any other insurance policy covering the same liability.
4. The legal liability of anyone who is not driving but who is claiming cover if they know that the driver does not have a valid licence to drive your car.
5. The legal liability of anyone other than you, if they are entitled to cover under any other insurance policy.
6. Legal liability, except as required under road traffic laws, as a result of using a vehicle on any part of an airport or airfield provided for aircraft movement, parking or maintenance.
7. We will not be liable for any consequence of terrorism except to the extent necessary to meet the requirements of any road traffic legislation.

SECTION 3 – LOSS AND DAMAGE TO YOUR CAR

This section only applies if it is listed on **your Schedule**.

WHAT IS COVERED

A. Loss and damage

We cover loss of or damage to:

- **your car**
- **accessories** and spare parts which are fitted into or onto **your car** or kept in **your private garage**
- a trailer (if **your Schedule** shows that you have this cover).

B. New car replacement

If you buy **your car** new and within 12 months and it is:

- stolen and not recovered or
- damaged and the repair cost is more than 60% of its current new list price including VAT (where appropriate)

We may replace it with a new car of the same UK specification.

C. Recovery and redelivery

As well as paying for loss or damage to **your car**, we will also pay costs for the following:

- If **your car** cannot be driven due to the loss or damage, removing it and taking it to one of our Recommended Repairers or the nearest suitable repairer. We may take **your car** to a safe place of storage while awaiting repair or disposal
- After **your car** is repaired we will deliver it to you at your address as long as it is in Great Britain.

D. Provision of onward travel following an insured incident

We will provide onward transportation of our choice for you and your passengers to either your home or destination.

WHAT IS NOT COVERED

1. Any **excess** shown under 'Accidental damage excess' on **your Schedule** for any loss or damage to **your car**. This **excess** will not apply to loss or damage caused by fire, theft and attempted theft.
This **excess** will not apply to loss or damage caused if **your car** is involved in an Incident that is caused by an identified uninsured driver.
2. Any additional **excess** shown on **your Schedule** for young or inexperienced drivers for any loss or damage while **your car** is being driven by them or in their care. This **excess** will not apply when **your car** is in the care of:
 - a garage or similar motor trade organisation for servicing or repair
 - or a hotel or restaurant for the purpose of parking.
3. Any **excess** shown under 'Fire' or 'Theft excess' on **your Schedule** for any loss or damage to **your car** which is caused by fire, theft or attempted theft. These **excesses** will not apply if **your car** is in **your locked private garage** at the time of the fire, theft or attempted theft.
4. Loss of value.
5. Wear and tear.
6. Loss of use.
7. Damage caused by mechanical, electrical, electronic or computer breakdowns, breakages or failures.
8. Damage to tyres caused by punctures, cuts or bursts.
9. Loss or damage resulting from **your car** being taken, without your permission, by:
 - **your partner**
 - **your boyfriend or girlfriend**
 - **your children** (including step and foster children)
 - domestic staff in your employ
 - anyone who normally lives with you
 - or a member of **your Family**.
10. Any loss or damage to **your car** as a result of theft or attempted theft if:
 - **your car** is unlocked or
 - any entry point to **your car** (for example a window or sunroof) is left open or unlocked or
 - **your car's** removable roof panel is not attached and locked or
 - **your car** has been left unattended and unlocked with the **car keys** in or on the vehicle when there is no one in it.
11. Loss or damage caused by deception.
12. Any **excess** shown against 'Accidental damage' beneath the heading 'Total excesses applying' on **your Schedule** for any loss or damage to **your car**. This **excess** will not apply to loss or damage if **your car** is involved in an Incident that is caused by an identified uninsured driver.
13. Accidental loss or damage to **key(s)**.
14. Any part of a repair or replacement which improves **your car** beyond its condition before the loss or damage occurred.

HOW WE WILL SETTLE A CLAIM UNDER SECTION 3

A. THE MAXIMUM AMOUNTS WE WILL COVER

1. We will provide cover for **your car**, either;
 - a) up to the **market value**; or
 - b) the cost of a replacement new car.
2. Provide cover for any child safety seats which are fitted to **your car** at the time of an incident, even if there is no apparent damage.
3. For emergency accommodation – up to the amount shown as 'Overnight accommodation' on **your Schedule**.
4. For any **trailer** – up to the **market value**.

B. HOW WE WILL SETTLE YOUR CLAIM

If the loss or damage is covered under **your policy**, we will settle **your claim** as explained below.

If **your car** is lost or damaged we:

- may choose to repair the damage or pay the amount of loss or damage;
- may decide to use recycled parts or parts or accessories that are not supplied by the original manufacturer.
- if **your car** is lost and never found, or if in our view, it cannot be economically repaired based on its **market value**, we will pay either:
 - a) the **market value**; or
 - b) the cost of a replacement new car
- we will deal with a claim for loss or damage to a **trailer** in the same way, as long as cover for the **trailer** is shown on **your Schedule**.

Should we choose to pay the **market value** or purchase a replacement new car, **your car** will become our property. **Leased Batteries for Electric Cars** Claims will be settled in accordance with the above with the exception that the leased battery will remain the property of the Leaseholder.

C. HIRING AND OTHER AGREEMENTS

If we are aware that you are paying for **your car**, or any part of **your car** (for example a leasehold battery for an electric car) by hire purchase or under a leasing agreement we will either:

- pay the cost of replacement to any company to which you are liable under the hire purchase or leasing agreement. If you have the right to keep **your car** at the end of the agreement and the amount you owe is less than the proceeds of your claim, we will pay you the difference.
- replace **your car**, or any part of **your car** if we have the permission of the company from which you are buying or leasing your car to do so.

SECTION 4 – NO CLAIM BONUS

This section only applies if it is listed on **your Schedule**.

Earned No Claim Bonus you are entitled to at the start of your policy, or when it was renewed last year	Earned No Claim Bonus applicable at next renewal if claims made during the period of insurance		
	One Claim New No Claim Bonus	Two Claims New No Claim Bonus	Three or more Claims New No Claim Bonus
5 to 9 years	3 years	1 year	Zero
4 years	2 years	Zero	Zero
3 years	1 year	Zero	Zero
2 years	Zero	Zero	Zero
1 year	Zero	Zero	Zero
Zero	Zero	Zero	Zero

HOW YOUR NO CLAIM BONUS WORKS

You earn **No Claim Bonus** for each year of cover during which you do not claim. The bonus increases each year up to the maximum shown above. Any claims, if you are 'at fault' (or we cannot recover full losses from another person's insurer) will reduce your **No Claim Bonus** in line with the scale shown above.

You cannot transfer your **No Claim Bonus** to anyone else.

Claims for the following will not affect your **No Claim Bonus**:

1. Fees for emergency treatment under **Section 2 – Your legal responsibilities to third parties**.
2. A Claim under **Section 6 – Legal assistance plan**.
3. A Claim under **Section 8 – Windscreen**.
4. A Claim under **Section 9 – Breakdown**.
5. A Claim under **Section 10 – Personal Accident**.
6. A claim where the incident is caused by an identified uninsured driver.
7. A non fault claim where we have been able to recover full costs and losses.

SECTION 5 – TERRITORIAL LIMITS AND DRIVING YOUR CAR ABROAD

This section only applies if it is listed on **your Schedule**.

DRIVING ABROAD EXTENSION

This **policy** provides the cover shown on **your Schedule** whilst **your car** is in the **British Isles**.

It also provides the minimum cover **you** need by law to use **your car** in:

- Any country which is a member of the European Union
- Any other country which meets the motor insurance directives of, and is approved by, the European Commission
- Journeys by water, rail or air between or within any of these countries, so long as:
- **Your car** is transported by a commercial carrier, and
- If transport is by water the route taken does not last more than 65 hours under normal circumstances.

EXTENDING YOUR POLICY COVER ABROAD

If **you** want to extend **your policy** cover when **you** are driving abroad to the same as **you** have in the **British Isles**, **you** will need to:

- Contact us before **you** travel
- Confirm the countries **you** are visiting
- Pay any extra premium required to extend the policy cover.

This cover extension also includes transportation of **your car** as per the territorial limits above.

We will not be able to provide a **temporary hire car** if **you** are involved in an incident whilst abroad.

SECTION 6 – LEGAL ASSISTANCE PLAN

DEFINITIONS

This section only applies if it is listed on **your Schedule**. The words listed below have the following meanings in this section only.

Legal expenses

Legal fees, costs and other expenses:

- i. Which **your Legal Representative** charges **you** in connection with bringing a claim for **Uninsured Losses**
- ii. Which are incurred by **your** opponent or other party and which a court has ordered **you** to pay or which **you** have agreed to pay on the advice of **your Legal Representative** arising from **Legal Proceedings**

Legal Proceedings

Civil proceedings arising out of the use of **your car** by **you** following a **Motor Accident** within the **British Isles**.

Legal Representative

The solicitor or other suitably qualified person of a firm appointed by **you** to act on **your** behalf in respect of a **Motor Accident**.

Motor Accident

An incident which happens when **you** are using **your car** during the **Period of Insurance** and within the **British Isles** and which gives rise to **Uninsured Losses**.

Reasonable Prospects

Fifty one per cent (51%) or more prospects of successfully receiving money by way of compensation in relation to a **Motor Accident** which was not **your** fault.

Road Traffic Proceedings

Criminal proceedings brought against **you** for any offence under the road traffic laws whilst using **your car** within the **British Isles** in relation to a **Motor Accident** (other than those which are already provided for under Section 2, C Legal Costs).

Uninsured Losses

Bodily injury or death to **you** or other losses and expenses **you** have sustained as a result of a **Motor Accident** which was not **your** fault and which are recoverable as damages and which are not otherwise paid for under **your Policy**. Such claims may include accidental loss of or damage to **your car**, or property whilst it is in, or attached to, **your car** and/or loss of use of **your car**.

We, Us, Our

Royal & Sun Alliance Insurance plc and anyone **we** may appoint to act on our behalf.

You, Your

The policyholder or other person insured to drive **your car** according to the **Schedule** and any passenger in **your car**, as long as any passenger making a claim has **your** permission to make such a claim.

Your Car

The car stated on the **Schedule**, any replacement vehicle **we** arrange for **you** while **your car** is being repaired after **you** have claimed under this **Policy**, any other vehicle which **your Certificate of Motor Insurance** allows **you** to use in the **British Isles**, or a **Trailer** if your **Schedule** shows that **you** have cover for a **Trailer**. The **Trailer** will be covered whether or not it is attached to **your car**.

WHAT IS COVERED

A. Legal expenses to recover uninsured losses

In the event of a **Motor Accident**, we will pay your **Legal Expenses** provided your **Legal Representative** is of the view that your claim for **Uninsured Losses** or the **Legal Proceedings** have **Reasonable Prospects** of being recovered from the party who caused the **Motor Accident**.

We will continue to pay your **Legal Expenses** as long as we remain satisfied that your claim has **Reasonable Prospects** as detailed further at Condition B,

Whether or not you are successful we will pay the **Legal expenses** which your **Legal Representative** reasonably and proportionately charges you up to the following maximum amounts for the following categories of claims:

(1) Small Claims Track claims

If your claim for **Uninsured Losses** is allocated to or is likely to be allocated to the Small Claims Track (as defined in the Civil Procedure Rules 1998 (as amended from time to time)) we will pay your **Legal Expenses** up to a sum equivalent to:

- (i) 25% of the damages recovered (or in the event you lose, 25% of the **Uninsured Losses** you would have otherwise expected to have recovered), or
- (ii) five hundred pounds (£500.00), whichever is the lower.

The same limits shall apply to the Scottish or Northern Irish equivalent to the Small Claims Track.

(2) Claims subject to Fixed Cost rules

If your claim for **Uninsured Losses** is subject to fixed cost rules we will pay your **Legal Expenses** up to the fixed cost limits determined by the applicable rules including Rule 45 Civil Procedure Rules 1998 (as amended from time to time).

(3) All other claims for Uninsured Losses

For all other claims we will pay your **Legal Expenses** on the same principles as applied by the courts when assessing costs to be paid by one person to another on the standard basis. These are defined in England and Wales in Rule 44.4(1) (a) of the Civil Procedure Rules 1998 (as amended from time to time).

We will also pay **Legal Expenses** for any category of claim listed above which a court has ordered you to pay or which you have agreed to pay on the advice of your **Legal Representative**.

If your claim for **Uninsured Losses** falls under the laws of Scotland or Northern Ireland, the claims for costs and expenses will be restricted to amounts allowed under the equivalent Scottish or Northern Irish laws, rules and practices.

The most we will pay for all **Legal Expenses** arising from a claim or series of connected claims is up to the limit shown in relations to Legal Assistance Plan on your **Policy Schedule**.

We will normally only make payment of **Legal Expenses** after your claim has been finally concluded. We will not normally agree to make payment on an interim basis except in exceptional circumstances and subject to our sole discretion. If we have paid for any **Legal Expenses** as part of such interim payments which you later succeed in recovering from any third party, we will be entitled to reimbursement of those expenses.

B. Defence costs for road traffic proceedings

In the event of a **Motor Accident**, we will also pay all costs, expenses and disbursements which your **Legal Representative** reasonably and proportionately charges you to:

- defend you under any **Road Traffic Proceedings**, or
- represent you if you have pleaded guilty in respect of any **Road Traffic Proceedings**, if a conviction may result in you being disqualified or suspended from driving,

except that we will not pay more than the value of the sum shown on your **Schedule** in relation to Legal Assistance Plan arising from one prosecution or a series of connected prosecutions.

C. Legal representation

You are free to appoint your own **Legal Representative**.

We have chosen a panel of legal firms to provide legal services to our customers. There is nothing in our relationship with our panel firms which affects their ability to act in your best interests, but you are not obliged to appoint your **Legal Representative** from our panel if you do not wish to.

Regardless of who you appoint as your **Legal Representative**, we will only provide cover in accordance with the terms of this **Policy**. You may agree to pay any additional fees required by the **Legal Representative** above the amount we will cover, but these will be your responsibility only. On this basis, we recommend that you clarify how fees will be charged before you instruct the proposed **Legal Representative** and inform us of any agreement reached between you and the chosen **Legal Representative**.

WHAT IS NOT COVERED

1. Anything which is already covered **under your Policy** including claims brought by third parties against **you** in relation to any **Motor Accident**, whether **you** were at fault or not.
2. Any **Legal Expenses** in relation to claims which **we** do not believe have **Reasonable Prospects** or are not reasonable to pursue (as explained further at Condition B below).
3. Any shortfall between **your Legal Expenses** and the costs recoverable, or that would reasonably be expected to be recoverable from another party, pursuant to the Civil Procedure Rules (or its Scottish or Northern Irish legal equivalent).
4. **Legal Expenses** if the claim is reported to **us** more than 180 days after the **Motor Accident**.
5. **Legal Expenses** if the **Motor Accident** occurred before the start of cover under this section.
6. **Legal Expenses** incurred before **we** have accepted the claim in writing unless this has been agreed by **us**.
7. Any **Legal Expenses** incurred and/or which **you** have been ordered to or agreed to pay as a result of delays or unreasonable behaviour by **you** or **your** failure to accept or the late acceptance of any offer to settle, without our permission.
8. **Legal Expenses** incurred because **you** have withdrawn from the **Legal Proceedings** without **our** permission. **We** will be entitled to recover from **you** any amount **we** have paid or have to pay in respect of **your** claim as a result of this withdrawal.
9. **Legal Expenses** payable as a result of any damages based agreement **you** have entered into without **our** approval to the extent that **our** liability would be increased by such agreement.
10. Any claim arising from damage to **your car** where such claim is made against **you**.
11. The expenses for an expert witness, unless **we** have given prior written permission for the witness to be appointed.
12. Any **Legal Expenses** which **you** can claim under another insurance policy or which **you** could have claimed if **you** had kept to the terms of that policy.
13. Any claim arising from a malicious act.
14. **Legal Expenses** which **you** are able to recover from another person.
15. Legal costs and expenses of defending **Road Traffic Proceedings** resulting from offences connected with violent or dishonest conduct.
16. The legal costs and expenses of any appeal if **you** are unsuccessful in any **Road Traffic Proceedings**.
17. **Legal Expenses** for claims arising from defective repairs, mechanical breakdown or general maintenance of **your car**.
18. Any costs incurred by **you** or **your Legal Representative** in providing **us** with any information or documentation under this **Policy**.

CONDITIONS

A. CONTROL OF CLAIMS

You are free to appoint **your own Legal Representative** as stated at **Part C, Legal Representation**.

You must:

- keep **us** informed of any developments relating to **you** or **your** claim as soon as possible after **you** find out about them
- follow **your Legal Representative's** advice
- not start, defend, stop or withdraw from **Legal Proceedings** without **our** agreement
- give **your Legal Representative** information and instructions as requested by them or **us**.

We will have direct access to **your Legal Representatives** at all times and **we** may see any information, documents or evidence **you** or **your Legal Representatives** have.

Your Legal Representatives will provide **us** with whatever updates **we** require to enable **us** to monitor compliance with the policy terms. They will also give **us** an up to date assessment of the merits of the claim.

If in any **Legal Proceedings** **your** claim is not successful and **you** want to appeal, **you** must write and tell **us** and **your Legal Representatives** no later than:

- 14 days before the time for making an appeal ends or
- as soon as possible if the time period during which **you** may make an appeal is 14 days or less.

We will cover **your Legal Expenses** for the appeal if **we** agree with **your Legal Representative** that **your** appeal has **Reasonable Prospects** and it is reasonable to pursue (as set out more fully at Condition B).

B. REASONABLE PROSPECT OF SUCCESS AND REASONABLENESS TO PURSUE IN CIVIL CASES

We will continue to pay **your Legal Expenses** so long as **we** remain satisfied that:

- (i) **Your** claim has **Reasonable Prospects** and
- (ii) it remains reasonable to fund **your** claim.

In determining whether it remains reasonable to fund **your** claim, **we** will consider whether a person without legal expenses insurance but with available funds, would continue to fund the case themselves taking account of the likely financial compensation available from the claim compared to the legal costs to be incurred in obtaining that compensation.

We will also take into account the legal opinion provided by your **Legal Representatives** in reaching our decision. If your **Legal Representative** is not of the view that your claim has **Reasonable Prospects**, we will on your request pay your **Legal Expenses** for the circumstances to be reviewed further by your **Legal Representative**, for a period of no longer than 2 hours, to reassess the prospects of success.

If, at the end of this further review, your **Legal Representative** is of the opinion that the claim has **Reasonable Prospects**, we will continue to pay your **Legal Expenses**.

If you dispute the accuracy of any general practitioner or orthopaedic medical report obtained by your **Legal Representative** in the course of your claim, and we accept your dispute, we will pay for a second medical report from a suitably qualified medical practitioner.

If at any time we or your **Legal Representative** consider that your claim or the **Legal Proceedings** do not have **Reasonable Prospects** or it is no longer reasonable to fund the claim, we will confirm this in writing to you and inform you that we will not pay any **Legal Expenses** for work undertaken after you have received the notice. In any event, you have the right to continue the claim or **Legal Proceedings** following receipt of the notice but this will be at your own expense.

C. ACCOUNTS AND LEVEL OF EXPENSES

You or the **Legal Representatives** must pass on to us all accounts for **Legal Expenses** as soon as possible after receiving them.

We may require you to ask the **Legal Representatives** to have the **Legal Expenses** assessed, taxed or audited to determine to what extent **Legal Expenses** are payable.

D. SETTLING EARLY

You must tell us as soon as possible of any offer or payment which is made to settle the claim. You must not accept or make any offer to settle the claim without our permission. We will not refuse permission without a good reason. If you reject or delay acceptance of an offer or payment without our permission we will not pay any **Legal Expenses** incurred from the date of that offer.

If we or your **Legal Representatives** feel that an offer to settle the claim should be accepted, but you reject that offer and if you are eventually awarded or agree to accept an offer which is equal to or lower than the offer you had rejected, we will not pay for any legal expenses incurred or which you are ordered to pay from the date of the offer which you rejected.

We will expect any settlement to include provision for payment of your **Legal Expenses** unless we agree otherwise.

E. OPTIONS TO REIMBURSE

Where in our reasonable opinion you would suffer no detriment, we may choose to pay you the value of the claim for **Uninsured Losses** in full and final settlement of any entitlement to indemnity for **Legal Expenses**.

F. CONFLICT OF INTEREST

If at any time during the course of the claim, we become aware of any possible conflict of interest between you and us or on the part of the **Legal Representatives**, we will tell you in writing. You have the right to choose an alternative solicitor or other qualified person to act as your **Legal Representative** and take over the claim.

G. DISPUTE RESOLUTION

You have the right to take any dispute with us to arbitration. We also have the right to take any dispute with you to arbitration.

The arbitrator will be either a solicitor or barrister agreed by us and you, and if agreement can't be reached the Bar Council or the President of the Law Society will choose one within the **British Isles**. Whoever loses the arbitration must pay all the costs and expenses of the other party. If the decision goes against you, you cannot claim the arbitration costs under your **Policy**.

We will give you written details of the right to arbitration. If you want to take any dispute with us to arbitration, you must tell us this in writing.

Using the arbitration procedure does not prevent you from referring the matter to the Financial Ombudsman Service or the right to appeal against the arbitrator's decision in a court of law.

SECTION 7 – ALTERNATIVE TRAVEL IN THE EVENT OF A CLAIM

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

Where any driver is aged 17 at the time of the incident

WHAT IS COVERED

- We will provide a Class A hire car (for example a small three door hatchback) whilst **your car** is being repaired at one of our recommended repairers provided the damage/loss to **your car** is as a result of a claim covered under Section 3 – Loss and damage to **your car**. The credit hire agreement must be signed and authorised by the parents or guardians of all drivers aged 17
- Alternatively we will provide up to the amount shown on **your schedule** under 'Alternative travel in the event of a claim'
- If **you** have a disability where **your** needs cannot be met by a temporary hire car, we will pay up to £30 per day towards travel costs

or

Where all drivers are aged 18 or over at the time of the incident:

- We will provide a Class A hire car (for example a small three door hatchback) whilst **your car** is being repaired at one of our recommended repairers provided the damage/loss to **your car** is as a result of a claim covered under Section 3 – Loss and damage to **your car**
- If **you** have a disability where **your** needs cannot be met by a temporary hire car, we will pay up to £30 per day towards travel costs.

CONDITIONS

A. If a hire car is lost or damaged, we will settle the claim with the supplier of the hire car under the terms of **your policy** and under any agreement **you** have with the supplier or us relating to the hire car.

B. Any claim for loss or damage to a hire car will affect **your No Claim Bonus** as if **you** were claiming for loss or damage to **your car**. Any **excess** which would apply to **your car** will also apply to a hire car.

C. The supplier may:

- require sight of the driver's driving licence before the hire car can be released for the driver's use
- require details of a current debit or credit card as security in case of any parking or speeding offences incurred whilst any driver is using the hire car. A class A hire car is a small hatchback.

D. Cancellation

You may cancel the **temporary hire car** upgrade section of the **policy** at any time. No refund of premium will be given.

E. **We** will not be able to provide a **temporary hire car** if **you** are involved in an incident whilst abroad.

SECTION 8 – WINDSCREEN

This section only applies if it is listed on **your Schedule**.

WHAT IS COVERED

We cover loss of or damage to the windscreen and windows of **your car**.

If a temporary hire car supplied by us is damaged under this section we will settle the claim with the supplier under the terms of **your policy** and any agreement you have with the supplier or us relating to the **temporary hire car**.

Any scratching of the bodywork which is caused by the broken glass.

If **you** only make a claim under this section it will not affect **your No Claim Bonus**.

WHAT IS NOT COVERED

- Any excess shown under 'Windscreen or Window Glass Replacement Excess or Windscreen or Window Glass Repair Excess' on **your Schedule**.
- Broken or damaged glass in a sun roof or roof panel.
- Any part of a repair or replacement which improves **your car** beyond its condition before the damage occurred.

HOW WE WILL SETTLE A CLAIM

If the loss or damage is covered under **your policy**, we

- may choose to repair the damage or
- may decide to use recycled parts or parts or accessories that are not supplied by the original manufacturer.

SECTION 9 – BREAKDOWN

DEFINITIONS

This section only applies if it is listed on **your Schedule**. The cover provided will depend upon the level of **breakdown** cover shown on the **Schedule**. The words listed below have the following meanings in this section only.

Assistance service

Provision of **emergency assistance**, vehicle recovery, emergency accommodation or car hire, and any other help we may give **you**.

Your car

For the purposes of this section, in addition to the **policy** definition of **your car**, it includes any caravan or trailer that has been properly built to be towed by **your car** when attached by a 50-millimetre ball coupling.

Breakdown

The mechanical **breakdown**, breakage or failure of any part that is essential for **your car** to move.

Emergency assistance

Attendance (arranged by us) of a recovery agent at the scene of the **breakdown** to try to make **your car** roadworthy. If this cannot be done, the recovery agent will arrange for **your car** to be taken to a repairer.

Immobilised

Your car cannot be driven, or is regarded as unsafe or unfit to be used on a public highway, as a result of the **breakdown**.

Replacement car

A hire car supplied by us, of a similar class to **your own car**, with an engine capacity up to 2500cc.

United Kingdom

England, Scotland, Wales and Northern Ireland.

ROADSIDE ASSISTANCE

This section only applies if it is listed on **your Schedule**. The cover provided under this part of the section is limited to **breakdowns** which happen within the United Kingdom, the Republic of Ireland, the Isle of Man and the Channel Islands.

WHAT IS COVERED

If **your car** breaks down, we will provide **emergency assistance** at the scene of the **breakdown**, for up to one hour, to make it roadworthy.

If **your car** cannot be made roadworthy at the scene of the **breakdown**, we will arrange for it, the **driver** and up to eight passengers to be taken to a repairer of **your choice** within 10 miles of the scene of the **breakdown**.

If the **breakdown** has been caused by **your car** running out of fuel, we will provide **emergency assistance** for replacement fuel.

We will provide **emergency assistance** if **your car** is immobilised as a result of a flat battery or a flat tyre, or incorrect fuel being accidentally put in **your car**.

We will provide **emergency assistance** if you accidentally lock **your keys** in **your car** or if **your car** is immobilised due to loss of, or damage to **your keys**. When we provide **emergency assistance** for this service, we will ask you to provide suitable identification.

After a **breakdown**, if you ask, we will try to get a message to a person of **your choice** as long as we can contact that person by phone, text message, email or fax.

WHAT IS NOT COVERED

1. **Emergency assistance** at or within one mile of **your home address**, or where **your car** is normally kept, except where you have cover under **Homecall**.
2. The cost of transporting **your car** to a repairer more than 10 miles from the scene of the **breakdown**, except where you have cover under **Recovery**. We will charge you for mileage that is more than 10 miles.

RECOVERY

This section only applies if it is listed on **your Schedule**. The cover provided under this part of the section is limited to **breakdowns** which happen within the United Kingdom, the Republic of Ireland, the Isle of Man and the Channel Islands.

WHAT IS COVERED

If **your car** cannot be made roadworthy within one hour of commencement of **emergency assistance** at the scene of the **breakdown**, we will arrange for it to be taken to a repairer of **your choice**, **your destination**, **your home address** or where **your car** is normally kept. We will pay the costs (no more than the cost of a standard-class rail ticket) for one person to collect **your car** after repairs have been completed.

We will also pay the cost of the following:

- continuing the journey to **your destination** or repairer, or returning to **your home address** or where **your car** is normally kept, for the **driver** and up to eight passengers.

We will do this by providing:

- a hire car for up to 24 hours (depending on what is available, the hire car we provide will be of a similar class to **your car**, with an engine capacity up to 2500cc) or
- an alternative form of transport of our choice or
- we will pay emergency accommodation for one night for you and up to eight passengers while waiting for the repairs to be completed. This will include bed and breakfast but no other meals or expenses. The maximum amount we will pay is shown under 'Emergency accommodation' in the section of **your Schedule**.

If you are declared medically unfit to drive **your car** during the journey and none of the passengers can drive it, we will recover the car, and will transport it, the **driver**, and up to eight passengers, to **your destination**, **your home address** or where **your car** is normally kept. You will need to produce some form of medical certificate confirming that you are medically unfit to drive.

WHAT IS NOT COVERED

1. **Emergency assistance** at or within one mile of **your home address**, or where **your car** is normally kept, except where 'Homecall' also applies.
2. Any costs for car hire if the hire of a **replacement car** has been refused by the hirer under the hirer's normal terms and conditions (see Section 9 – Breakdown – Conditions, D Conditions of car hire).

HOMECALL

This section only applies if it is listed on **your Schedule**. The cover provided under this part of the section is limited to **breakdowns** which happen within the United Kingdom, the Republic of Ireland, the Isle of Man and the Channel Islands.

WHAT IS COVERED

If **your car** has a **breakdown** at or within one mile of **your home address**, or where it is normally kept, **we will provide emergency assistance** for up to one hour to make **your car** roadworthy.

If **your car** cannot be made roadworthy, **we will arrange** for it to be taken to a repairer of **your choice**.

WHAT IS NOT COVERED

The cost of transporting **your car** to a repairer more than 10 miles from the scene of the **breakdown**, except where **'Recovery'** also applies. **We will charge you** for mileage that is more than 10 miles.

EUROPEAN ASSISTANCE

This section only applies if it is listed on **your Schedule**.

The cover provided by this part of this section is limited to incidents which happen in Albania, Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus (Greek), Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Israel, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Montenegro Morocco, The Netherlands, Norway, Poland, Portugal, Romania, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey and Tunisia.

WHAT IS COVERED

If **your car** is unfit to drive as a result of fire, theft, accidental damage or **breakdown**, **we will provide emergency assistance** at the scene for up to one hour to make **your car** roadworthy.

If **your car** cannot be made roadworthy at the scene of the immobilising incident, **we will arrange** for it to be taken to a suitable repairer or **your destination**. **We will pay** the costs (no more than the cost of a standard class rail ticket) for one person to collect **your car** after repairs have been completed.

We will also pay for the following:

- continuing the journey to the destination or to the repairer, for the driver and up to eight passengers.

We will do this by providing:

- a hire car (depending on what is available, the hire car **we provide** will be of a similar class to **your car**, with an engine capacity up to 2500cc – the maximum amount **we will pay** is shown under 'European self-drive hire' on **your Schedule**); or
- an alternative form of transport of our choice.

Or, **we will pay** emergency accommodation for one night for **you** and up to eight passengers while waiting for repairs to be completed. This will include bed and breakfast but no other meals or expenses. The maximum amount **we will pay** is shown on **your Schedule**.

If **your car** cannot be made roadworthy by the intended date of **your return** to the United Kingdom, **we will pay** for the following:

- the cost of transporting **your car** to **your home address** or where **your car** is normally kept. This cost may include storage costs and the cost of transporting and delivering it. The maximum amount **we will pay** is the current **market value** of **your car** in the **United Kingdom** or
- the cost for one person to travel by public transport to collect **your car** and drive it direct to **your home address** or where **your car** is normally kept. The maximum amount **we will pay** will be the cost of a standard class rail ticket.

If essential replacement parts are not available locally, **we will arrange** to get the parts from somewhere else. **We will pay** all the charges involved in delivering the parts to **your car**.

If **you** are declared medically unfit to drive **your car** during the journey and none of the passengers can drive it, **we will provide** a suitably-qualified driver to drive **your car** to **your destination**, **your home address** or where **your car** is normally kept. **We will try** to supply a driver at a time that is convenient to **you** but **we cannot guarantee** to provide this service within any specific time scale. **You will need** to produce some form of medical certificate confirming that **you** are medically unfit to drive.

If the **breakdown** has been caused by **your car** running out of fuel, **we will provide emergency assistance** for replacement fuel.

We will provide emergency assistance if **your car** is immobilised as a result of a flat battery or flat tyre, or incorrect fuel being accidentally put in **your car**.

We will provide emergency assistance if **your car** is immobilised due to loss of, or damage to, keys. When **we provide emergency assistance** for this service, **we will ask you** to provide suitable identification

WHAT IS NOT COVERED (CONT.)

After **your car** becomes immobilised, and if **you** ask, we will try to get a message to a person of **your** choice as long as we can contact that person by phone, text message, email or fax.

If **your tent** is damaged as a result of fire, theft or accidental damage, we will provide a similar tent for the rest of **your** holiday. The maximum amount we will pay is shown under the section **your Schedule** which refers to European assistance and marked 'European tent hire'.

WHAT IS NOT COVERED

Any costs for car hire if the hire of a **replacement car** has been refused by the hirer under the hirer's normal terms and conditions (see Section 9 – Breakdown – Conditions, D Conditions of car hire).

BREAKDOWN – CONDITIONS

Applicable to all levels of **breakdown** cover.

A. LOOKING AFTER YOUR CAR

You must replace any part of **your car** which is not working properly, including the battery, within 28 days of discovering the fault. If a part is not replaced and a further **breakdown** of the same or similar cause recurs within 28 days, we reserve the right to refuse assistance or to charge a fee that is the same as the recovery agent's normal call-out charge.

You must maintain **your car** in line with the manufacturer's recommendations and only use it in a roadworthy condition.

You must carry a serviceable spare wheel for **your car** (including a spare wheel for any caravan or trailer whilst being towed) at all times.

Your car must be covered by a valid MOT certificate, if applicable.

B. REQUESTS FOR EMERGENCY ASSISTANCE

If **you** need **emergency assistance**, **you** must contact **us** by phone. We must authorise any **emergency assistance**, otherwise **you** will have to pay any costs.

You must quote the **policy** number when calling for **emergency assistance** so we can confirm that cover under this section applies.

The **driver** or another person covered under the **policy** must be there when the recovery agent is providing **emergency assistance**.

C. SELECTING THE APPROPRIATE ASSISTANCE SERVICE

Depending on the incident, we will decide what is the most suitable form of **emergency assistance**. If **you** do not accept this decision, we will not pay more than the cost of the **emergency assistance** we recommend.

D. CONDITIONS OF CAR HIRE

The **replacement car** must be hired to a person who is covered under the **policy**. He or she will be responsible for collecting and returning the car to the car hirer.

The **replacement car** hirer's normal terms and conditions will apply.

This may mean that:

- they may refuse to hire a car to anyone covered under the **policy** who is under 21 or over 70, or has held a driving licence for less than one year, or who has certain endorsements on their licence or
- they may need a deposit for the cost of fuel and to protect the car hirer against the car not being returned.

The availability of car hire is not guaranteed.

We cannot guarantee to provide a car with a towbar, child seats or an automatic gearbox, or which will take roof bars, a roof rack or a roof box.

E. SAFETY OF CONTENTS

The **driver** is responsible for the contents of **your car** as long as he or she is covered under the **policy**.

If **your car** is recovered, we will decide whether to transport any animal. If we decide not to transport any animal, it is **your** responsibility to make alternative arrangements for its transportation.

F. RESPONSIBILITY FOR THE REPAIRER'S ACTS OR NEGLIGENCE

Once **your car** has been taken to a repairer, we will not be responsible for any repair work they do while they are following **your** instructions.

G. EMERGENCY ASSISTANCE WHICH IS NO LONGER NEEDED

After asking for **emergency assistance**, if **you** or anyone covered under the **policy** repairs **your car** and **you** do not tell us about this, **we** may charge a fee that is the same as the recovery agent's normal call-out charge.

H. COLLECTING THE CAR FOLLOWING A REPAIR

You are responsible for collecting **your car** from the garage after repairs have been completed.

I. NOTICE

You must report a **breakdown** as soon as **you** become aware by phoning the emergency number provided, even if **you** do not need assistance immediately.

J. CANCELLATION

You may cancel this section of the **policy** at any time. **We** will refund the pro-rated proportion of **your premium** worked out from either the date **you** contact us, or the future date from which **you** would like this section of **your policy** cancelled, provided that there have been no claims under this **policy** and **you** are not aware of any incident which may give rise to a claim under this **policy**.

The maximum number of **breakdowns** occurring within any one **period of insurance** is five. On the event of the fifth **breakdown** this section will no longer be in force and **we** will contact **you** either in writing to **your last known address** or by email giving **you** at least seven days' notice of the cancellation of **breakdown cover**.

BREAKDOWN – EXCLUSIONS

WHAT IS NOT COVERED

Applicable to all levels of **breakdown cover**.

1. Any labour charge for work in addition to **emergency assistance**, the cost of spare parts and the cost of replacing fuel or car keys.
2. The cost associated with draining or removing an inappropriate fuel or other fluid having been put in **your car**.
3. Damage as a direct result of getting into **your car** after **you** have asked for **emergency assistance**.
4. Cover for an incident if **you** are entitled to claim for the same incident under another **policy**.
5. Any expenses which would have arisen in the normal course of the journey.
6. If **your car** has been partly or completely buried in mud, snow, sand or water, and this is the sole reason for claiming.
7. **Breakdown** resulting from poor repair or attempted repair that was carried out during the journey without our agreement.
8. Any **breakdown** which is the result of a deliberate act by anyone covered under the **policy**.
9. **Breakdown** resulting from **your car** carrying more passengers, or towing a greater weight, than intended, or driving on unsuitable ground.
10. Any liability or any other costs or losses that result directly or indirectly from providing **emergency assistance**.
11. Any extra hire car charges, other than the rental charge, if **we** provide a hire car.
12. Any incident, which results in **your car** being immobilised, which happened before cover under this section of the **policy** started.
13. Requests for **emergency assistance** resulting from not being able to get fuel or other supplies essential for **your car** to move, due to fuel or other supplies being scarce in the country in which **you** are driving.
14. Loss or damage to the contents of **your car**.
15. Any cost **you** have to pay for sea or river transit unless claimed under – **European assistance**.
16. Any costs **we** have not agreed to pay beforehand.
17. Recovering **your car** if it is considered to be dangerous or illegal to load or transport.
18. **Breakdown** due to the failure to replace faulty parts, including the battery, within 28 days of the previous **breakdown** of the same or similar cause.
19. More than five **breakdowns** within one **period of insurance**.
20. Any storage charges **you** may have to pay while **your car** is being repaired at a garage.
21. Any costs incurred as a result of **you** failing to carry a serviceable spare tyre and wheel, or incurred in arranging the removal of a wheel secured by locking wheel nuts when **you** are unable to provide a serviceable key, appropriate to **your car**, caravan or trailer.

Please note: Motorised Vehicles that are manufactured without the provision of a spare wheel will be considered on their individual merits. Assistance in changing a wheel is covered, subject to **you** carrying a serviceable spare as specified above.

SECTION 10 – PERSONAL ACCIDENT

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

What we cover

We will pay the amount shown as 'Personal accident' on **your schedule** if **you** or **your partner** are accidentally injured:

- in any car or
- while getting into or out of any car

The injury must be directly connected with a car and occur within 3 months of the accident and is limited to;

- death or
- permanent loss of sight in one or both eyes or
- loss of one or more limbs at or above the wrist or ankle or
- permanent loss of use of one or more limbs.

You and **your partner** must keep to the law relating to seatbelts.

We will only pay one benefit for death or injury to any person for any one incident.

What we do not cover

We do not cover the following:

1. Death by suicide, or injury caused by attempted suicide
2. If anyone claiming is convicted in connection with the incident of a drink-driving offence or of driving under the influence of drugs
3. If anyone **you** are claiming for dies and was driving at the time of the incident, and is then found to have a higher level of alcohol or drugs in their blood than is allowed by law.

SECTION 11 – EMERGENCY CARE

This section only applies if it is listed on **your Schedule**.

WHAT IS COVERED

Medical expenses

We will pay benefit up to the amount shown as 'Medical expenses' on **your Schedule** for the cost of medical treatment for anyone injured in an accident in **your car**.

Emergency overnight accommodation

We will pay up to the amount shown as 'Emergency overnight accommodation' on **your Schedule** for necessary expenses for emergency accommodation if **you** or any other driver:

- cannot use **your car** during a journey as a result of loss or damage which we cover and
- cannot reach **your destination**.

Replacement locks

We will pay benefit up to the amount shown as 'Replacement locks' on **your Schedule**.

We cover theft of **your car key(s)**.

We will settle the claim by paying to replace the appropriate locks or locking mechanism provided that the identity or location of **your car** is known to any person who may have obtained the **keys** without **your permission**.

WHAT IS NOT COVERED

We do not cover accidental loss of **your car key(s)**.

SECTION 12 – IN-CAR ENTERTAINMENT

This section only applies if it is listed on **your Schedule**.

In-car entertainment equipment which is part of **your car's** original specification is considered to be part of **your car** and not subject to the limit shown as 'in-car entertainment' on **your Schedule**.

In-car entertainment equipment which is not part of **your car's** original specification will be covered under this section, but will be subject to the limit shown as 'in-car entertainment' on **your Schedule**.

In-car entertainment equipment is defined as:

- a radio, cassette, compact disc player or other audio equipment
- a phone or other communication equipment
- navigation equipment designed primarily for use in **your car**, and television or other visual entertainment equipment including DVD players and games consoles,

With the exception of portable navigation equipment the above must be permanently fitted in **your car** for this cover to apply. Any claim for loss or damage for this equipment will be settled under **Section 3 Loss and Damage to your car**.

WHAT IS COVERED

We will pay up to the amount shown as 'In-Car entertainment' in **your Schedule**.

We will decide to pay for either

- the damage to be repaired or
- the item to be replaced with property of similar quality and value at the time of the incident

The most we will pay is the limit shown on **your Schedule** for in-car entertainment.

WHAT IS NOT COVERED

1. Loss or theft of portable satellite navigation equipment when there is no-one in **your car**, unless it is stored out of sight in either a locked boot or glove compartment.
2. Loss of value.
3. Wear and tear.
4. Any loss or damage as a result of theft or attempted theft if:
 - **Your car** is unlocked or
 - Any entry point to **your car** (for example a window or sunroof) is left open or unlocked or
 - **Your car's** removable roof or hood is not secured and locked or
 - **Your car** has been left unattended and unlocked with the car keys in or on the vehicle
 - The incident hasn't been reported to the Police.
5. Loss or damage caused by deception
6. Payment can only be made under this section if a claim is made under **Section 3 Loss and Damage to your car**.

SECTION 13 – PERSONAL EFFECTS

This section only applies if it is listed on **your Schedule**.

WHAT IS COVERED

We cover loss of or damage to personal possessions in or on **your car** up to the amount shown as 'Personal effects' on **your Schedule**. We will pay you or, if you prefer, the owner of the property.

WHAT IS NOT COVERED

1. Money, stamps, tickets, documents, bonds, vouchers, lottery tickets, scratchcards, raffle tickets, Air Miles, trade samples or any property insured under any other insurance policy
2. Personal possessions stolen from an open-top or convertible car, unless they are kept in a locked boot or locked glove compartment
3. Loss of or damage to personal possessions carried in or on a **trailer**
4. Wear, tear, loss of value and loss of use
5. Any loss or damage as a result of theft or attempted theft if:
 - **your car** is unlocked or
 - any entry point to **your car** (for example a window or sunroof) is left open or unlocked or
 - **your car's** removable roof or hood is not secured and locked or
 - **your car** has been left unattended and unlocked with the car keys in or on the vehicle
 - the incident hasn't been reported to the Police
6. Loss or damage caused by deception
7. Goods, tools of trade/samples connected with **your work** or any other trade or any container for these things
8. Portable navigation equipment designed primarily for use in **your car**.

POLICY CONDITIONS

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 reduced;
- 2) **your policy** being declared invalid.

A. REPORTING A CLAIM

You must tell us as soon as you become aware about any incident or **legal proceedings** which may lead to a claim.

If there has been a theft or attempted theft, you must also tell the Police as soon as you become aware. You should initially notify us of your claim by phone. Your initial claim contact number is shown in your policy documentation/on our website. If we then decide that we need an Accident or Theft Report form we will send one to you which you should complete and return as soon as possible.

Ideally when you call you will provide:

- name, address and contact phone number(s) (for you and the driver of your car if not you). We will ask for information about convictions so please try and have driving licence(s) available when you call
- personal details necessary to confirm your identity
- your policy number
- information about your car and any damage it sustained
- details of the accident or claim circumstances (when, where and how it happened)
- details of any witnesses and the Police or any other emergency service that was called
- details of the other party or parties involved including information about damage to their car or property and any injuries that anybody might have sustained
- where appropriate your thoughts on who was to blame for the accident.

We may ask you to provide all the details in writing together with any evidence which we may reasonably need.

If you receive a writ, summons or other legal documents or letters, you must send them to us as soon as possible.

You must not answer any letters without our written permission. We will not refuse permission without a good reason.

You must not admit or deny a claim or negotiate or promise to pay a claim without our written permission. We will not refuse permission without a good reason.

B. ACCESS TO ELECTRONIC VEHICLE DATA

You and any other driver must allow us to;

- Access, review and use any information held by any **Advanced Driver Assistance System** in or on your car;
- Provide contact details for any Third Party controlling or managing such information;
- We will not release your driving information to the Police or any civil authorities unless;
 - we have your permission; or
 - we are required to do so by law; or
 - we suspect fraud or attempted fraud.

Data will only be disclosed to our agents and subcontractors for operational reasons, including providing the agreed services under your policy.

C. 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 will decide to, either

- cancel this policy with immediate effect; or
- serve you with seven days' notice of cancellation on this policy; or
- void this policy from its inception or from the date of the fraudulent act

We will also decide whether to;

- pass details to the Police and fraud prevention agencies
- serve you with the stated notice of cancellation on all other policies you hold with us.

Please note that our cancellation of your policy due to a Fraudulent or exaggerated claim must be declared to future insurers and may lead to other insurers refusing your application for motor insurance or increased premiums.

D. LICENCE CHECKING

If you are providing driving licence number(s), you must seek permission from every driver before doing so.

If you are not providing driver licence number(s), you must check the driving licence and/or counterpart of every driver who will drive your car and you must inform us of:

- any convictions, fixed penalties or endorsements noted on the licence
- any provisional licence
- any licence issued outside the UK.

E. CHANGES IN RISK

You must tell us immediately:

- if you get an extra car or change your car for another one;
- if there is a change in use of your car (for example, you require business use)
- if you need to add a driver.

We will permit a maximum of two permanent changes of car in any one period of insurance.

This information is required to ensure you have the correct policy cover.

You must tell us within 30 days (or the current policy expiry date whichever is soonest) if any other circumstances change, for example:

- if you have not provided a driving licence number, you must tell us if you or any other driver has been convicted of any motoring offence including fixed penalty offences, or has any prosecutions outstanding
- If you or any other driver receive a driving disqualification – this is necessary even if you have supplied a driving licence number
- if you or any other driver has been involved in any accidents, losses or thefts, regardless of whether a claim was made
- if you or any other driver has been convicted of any non-motoring offence, or have possible prosecutions outstanding; (Convictions considered to be spent under the Rehabilitation of Offenders Act 1974 do not need to be disclosed)

- if **you** or any other driver develops a notifiable health condition or an existing condition worsens. A notifiable health condition is one which must be referred to the DVLA (please refer to the DVLA D100 leaflet or www.direct.gov.uk/motoring for a full list of notifiable conditions)
- if the main driver of your car changes
- if the registered keeper or owner of your car changes
- if the place where your car is usually kept changes
- if any modifications are made to your car
- if the number of vehicles in your household changes.

This is not a full list. **Your Schedule** contains all of the information we need to determine your eligibility for this policy and how much your premium should be. **You** must contact us if anything on your **Schedule** changes.

We may re-assess your cover and premium as a result of any important information you give us.

If you do not tell us anything which is relevant:

- your policy may not be valid
- we may reject your claim and
- we may cancel your policy.

Please note that our cancellation of your policy due to not supplying complete or accurate information must be declared to future insurers and may lead to other insurers refusing your application for motor insurance or increased premiums.

F. LOOKING AFTER YOUR CAR

You and any other driver must do everything possible to prevent loss or damage and keep your car or any temporary hire car in good condition.

You must ensure you have a valid Department for Transport Test Certificate (MOT) for your car if one is needed by law.

If you suspect or are advised of any defects in the operation of any **Advanced Driver Assistance System** which have been fitted as standard to your car you must arrange for the defect to be rectified by the manufacturer or replaced. For any device fitted after your car was originally manufactured where you choose not to replace or repair please advise us.

If your windscreen is replaced following a claim on your policy, you must agree that any **Advanced Driver Assistance System** in or on your windscreen is reset by us at no additional cost to you.

You must allow us to have free access to examine your car at all times.

These conditions will apply whether your car is on the public highway or not.

G. CANCELLING YOUR POLICY

1) Our Cancellation Rights

We will cancel your policy where there is a valid reason for doing so.

Valid reasons may include but are not limited to:

- If the information provided by you to us is not complete and accurate.
- If the telematics device is damaged due to you, anyone appointed by you, or any one acting on your behalf

- maliciously tampering or interfering with the device, or you deliberately prevent it from working.
- If we identify an unacceptable driving event.
- If you submit a fraudulent claim or we suspect fraud on this or any other policy you have with us.
- Failing to provide information or documentation requested by us to process a claim or defend our interests. Use of threatening or abusive behaviour or language, or intimidation or bullying of our staff or suppliers.

Where there is a valid reason for us to cancel your policy we will do so by giving you at least seven days' notice either in writing to your last known address or by email. We will confirm any action required from you, together with the date from which the policy will be cancelled if you do not comply with our requirements.

If your policy is cancelled after an event which may lead to a claim, you must pay us the rest of your premium up until the next renewal date. If, following cancellation of your policy, you are owed a refund of premium, we will be entitled to give you a refund of your premium less any outstanding amounts due under any linked loan agreement whether the linked loan was entered into by you or another party.

Please note that our cancellation of your policy due to any of these reasons must be declared to future insurers and may lead to other insurers refusing your application for motor insurance or increased premiums.

2) Your Cancellation Rights

You can cancel your policy by contacting us by telephone or in writing. Please see the 'Policy Cancellation' section of your policy Schedule for terms and fees applicable. If you cancel your policy after an event which may lead to a claim, you must pay us the rest of your premium up until the next renewal date.

If, following cancellation of your policy, you are owed a refund of premium, we will be entitled to give you a refund of your premium less any outstanding amounts due under any linked loan agreement whether the linked loan agreement was entered into by you or another party.

3) Cancellation Requests

Failure to comply with the below requirements will be treated as an **Irrevocable Cancellation Request** from you, and we will cancel the policy as per **Your Cancellation Rights** above. As your request is 'irrevocable', this means you have waived your rights to change, reverse or withdraw the request to cancel the policy. **You** have no authority to amend the notice period we give you to cancel the policy. Valid reasons may include but are not limited to:

- Failure to make payments under any linked loan agreement to which you are a party and failing to comply with the terms of a Default Notice served on you in relation to that linked loan agreement
- In circumstances where it is proposed that a third party should enter into a linked loan agreement and use the credit provided under that agreement for the purposes of paying premium and any other charges which arise under this policy on your behalf, failure by that third party to enter into the linked loan agreement and failure on your part to pay the premium and/or other charges yourself
- Failure by a third party borrower to make payments under any linked loan agreement which was taken out by the

borrower to pay the premium and other charges which arise under this policy on your behalf and failure by the borrower under that linked loan agreement to comply with the terms of a Default Notice served on them in relation to that linked loan agreement and failure by you to make a payment in respect of the default under that linked loan agreement

- If you pay your premium monthly, failure to pay any monthly instalment
- Where we have been unable to collect a premium payment
- Failing to provide information or documentation requested by us. This may include but is not limited to:
 - Proof of No Claims Discount
 - Copies of driving licences
 - Evidence of company car driving experience
- Failure to get the telematics device installed
- Inspection failure due to incorrect vehicle or modifications
- Exceeding your available mileage specified in your policy schedule and failing to purchase Top-up miles if continuing to drive the vehicle
- Failure to assist us in investigating suspected telematics device defects
- Where we identify multiple examples of Yellow or Red driving events

We will cancel your policy by giving you at least seven days' notice either in writing to your last known address or by email. Please see the 'Policy Cancellation' section of your policy Schedule for terms and fees applicable. If your policy is cancelled after an event which may lead to a claim, you must pay us the rest of your premium up until the next renewal date.

If, following cancellation of your policy, you are owed a refund of premium, we will be entitled give you a refund of your premium less any outstanding amounts due under any linked loan agreement whether the linked loan was entered into by you or another party.

H. OTHER INSURANCE

If a claim under your policy is also covered by other insurance, we will only pay our share of the claim.

We will not share a claim where a person other than you is driving your car and is covered by another insurance (see exception 5 of 'What is not covered' in Section 2).

I. TAKING OVER YOUR RIGHTS

If you make a claim, you must be prepared to take any steps we ask you to take to protect your rights. You must also be prepared to allow us to act in your name and take any steps we feel are necessary to protect your rights. This may mean that we defend or settle the claim in your name. If this happens, we will pay any costs and expenses involved.

J. COVER FOR CAR SHARING

Your policy allows you or your partner to receive a mileage allowance from your or your partner's employer, or accept payment from passengers in your car as part of a car-sharing agreement, as long as:

- your car has not been built or adapted to carry more than eight passengers and a driver
- you or your partner are not carrying passengers as part of a business of carrying passengers
- you or your partner do not make a profit from the total payments you or your partner receive for a journey

- your car is being used for a purpose included on your Certificate of Motor Insurance and
- the total payments for any mileage allowance you or your partner receive are within the published guidelines of HM Revenue & Customs.

K. OUR RIGHT TO RECLAIM PAYMENTS

We may claim back from you any payment which we make under your policy:

- because of the requirements of any law and
- which we would not have paid if that law had not existed.

L. PROVISION OF FALSE INFORMATION

If you have knowingly provided us with false information which has affected our assessment of any of the following:

- your eligibility for this insurance policy
- the terms and conditions applying to your policy
- 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.

Where you have provided false information, we reserve the right to cancel your policy with immediate effect and without providing you with any warning. If the postal address used is known to be fraudulent no postal notification of the cancellation will be issued. This is independent of the rights and obligations in condition G.

In these circumstances, Condition K. Our right to reclaim payments – conditions which apply to your whole policy will apply and you may be required to repay to us any payment that we have been obliged to pay on your behalf.

M. FINANCIAL SANCTIONS

We shall not provide any cover or be liable to provide any indemnity, payment or other benefit under this policy to the extent that the provision of such cover, indemnity, payment or other benefit would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States or other country of policy issue.

If any such resolution, sanction, law or regulation takes effect during the period of insurance we may cancel this policy immediately by giving you written notice at your last known address. In the event of a cancellation under this section, all premiums will be withheld.

N. LAW APPLICABLE

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both you and we may choose the law which applies to this contract, to the extent permitted by those laws. Unless you and we agree otherwise, we have agreed with you that the law which applies to this contract is the law which applies to the part of the United Kingdom in which you live, or, if you live in the Channel Islands or the Isle of Man, the law of whichever of those two places in which you live.

We and you have agreed that any legal proceedings between you and us in connection with this contract will only take place in the courts of the part of the United Kingdom in which you live, or, if you live in either the Channel Islands or the Isle of Man, the courts of whichever of those two places in which you live.

POLICY EXCEPTIONS

EXCEPTIONS WHICH APPLY TO YOUR WHOLE POLICY

A. USE AND DRIVING

With the exception of our legal liabilities under the Road Traffic Act we will not cover any claim if your car is being:

- used for a purpose which is not included on your **Certificate of Motor Insurance**
- driven by someone or in the care of someone for the purpose of being driven, who is not shown as allowed to drive on your **Certificate of Motor Insurance**
- driven by someone who does not have a valid licence unless he or she has held one and is not disqualified from getting another one
- driven by someone who does not meet the conditions of their licence
- used from criminal purposes
- deliberately used to cause harm, loss or damage.

This does not apply to claims under **Sections 3 or 8** if your car is in the care of:

- a garage or similar motor trade organisation for servicing or repair or
- a hotel or restaurant for the purpose of parking.

B. LIABILITY WHICH RESULTS FROM AN AGREEMENT

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

C. RADIOACTIVE CONTAMINATION

We do not cover any loss, damage, or liability caused by:

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

D. WAR RISKS

We do not cover any loss, damage or liability caused by war, riot, revolution or any similar event, except as required under road traffic laws.

E. RIOT AND CIVIL UNREST

We do not cover incidents caused by riot or civil unrest outside of England, Scotland, Wales, the Isle of Man or the Channel Islands.

This exception does not apply to **Section 2**.

F. SONIC BANGS

We do not cover damage caused by pressure waves from aircraft and other flying objects travelling at or above the speed of sound.

G. POLLUTION

We do not cover loss or damage caused by pollution or contamination, unless the pollution or contamination is the direct result of a single incident which happens during the **period of insurance**.

To qualify for cover, the incident must be sudden, identifiable, unintended and unexpected. All pollution caused by one incident will be considered to have happened at the time the incident took place.

This exception does not apply if we must provide cover under road traffic laws.

H. RALLIES, COMPETITIONS, NURBURGRING NORDSCHLEIFE, DE-RESTRICTED TOLL ROADS, TRIALS AND TRACK USE

We will not cover any claim if your car is used:

- in a rally
- in a competition
- in a motor trial
- on a racetrack
- on a circuit
- on the Nurburgring Nordschleife
- on a de-restricted toll road or
- on a prepared course.

I. PUBLIC AUTHORITIES

We do not cover any loss or damage caused by any government, public or local authority legally removing, keeping or destroying your car.

J. DELIBERATE ACTS

We do not cover any loss or damage to your car as a result of a deliberate act caused by you, your partner or anyone insured under this policy.

K. DRIVING UNDER THE INFLUENCE OF DRINK OR DRUGS

We will not pay more than our legal liability under the relevant road traffic legislation for any claim, if the driver of the car insured by us at the time of the incident is;

- convicted of driving whilst under the influence of drink or drugs; or
- convicted of failure to provide a specimen when requested by the Police or other official body.

We reserve the right to recover from you any amounts which we pay before such conviction or which we are required to pay.

This does not apply to amounts paid or which we are required to pay under **Section 7**.

WHAT TO DO IMMEDIATELY AFTER AN ACCIDENT

Your first priority should be your safety and to call for medical help if you or anyone is injured. Please then make sure you follow these guidelines:

Stop if you are involved in an accident and exchange:

- names, addresses, witness details
- insurance company details (including policy numbers)
- registration numbers.

If a commercial vehicle, you'll need the lorry cab and trailer numbers.

If anyone is injured report to the police within 24 hours.

If your car or anything is stolen report it to the police.

If you have a camera, take photographs of the accident scene to include:

- position of cars and other vehicles involved in the accident
- the road layout, and accident scene
- any obstructions to your or other road users vision
- anything which could be relevant to the cause of the accident – e.g. speed/distance/weather conditions.

A sketch will suffice in the absence of photographs.

Don't admit to any blame, or offer any payment as this could make handling your claim difficult, and may affect your rights.

Don't reply to any letters or documents received but forward to us immediately.

HOW TO NOTIFY A CLAIM AND THE INFORMATION WE WILL NEED

You can notify us by phone, but if you don't require immediate assistance you can make a claim using our online claim tool.

When you contact us you will need to provide the following:

- ideally the information collected in the above section
- personal details to confirm your identity
- your policy number
- name, address and contact phone numbers for you and the driver of the car if not you
- details of when, where, how the accident happened
- information about the vehicles involved and any damage sustained
- information about any injuries sustained or damage to property
- information as to which of the emergency services were called
- your thoughts on who was to blame for the accident
- details of any convictions or claims that you or any named driver may have had in the last 5 years.

Claims conditions require that you must give us any help or information we need.

UNINSURED DRIVER CLAIMS

If your car is hit by an uninsured driver who is identified and the claim is settled in your favour:

- your excess will be refunded
- any No Claim Bonus that was reduced at policy renewal will be reinstated
- any premium you are owed from No Claim Bonus reduction will be refunded.

CAR REPAIRS – IF YOUR CAR IS DAMAGED

If you use one of our recommended repairers we will:

- collect your damaged car
- commence the repair process as soon as your car arrives on the premises
- provide a lifetime guarantee on all repairs – safeguarding any existing warranty you may have
- if repairable, fix your car, clean it inside and out, and deliver it back to you
- provide a temporary hire car for the duration of repairs and
- provide insurance for the temporary hire car provided whilst yours is being repaired as if it is your own car.

Section 7 'Alternative travel in the event of a claim' explains the benefits available to keep you moving.

If you choose not to use one of our recommended repairers we may not be able to arrange any of the benefits above or automatically insure any replacement car for you.

We will:

- require an estimate which we must approve prior to repairs commencing
- require the damage to be assessed by one of our own engineers
- not guarantee any repair even though we may pay for those repairs directly.

IF YOUR CAR HAS BEEN HIT BY AN UNINSURED DRIVER

If you make a claim for an incident that is not your fault and the driver of the other vehicle is confirmed and identified as uninsured, you will not lose your no claim discount or have to pay an excess.

When you claim, you may have to pay your excess. Also, if when your renewal is due your claim is not settled, your no claim discount may be reduced and you may be required to pay an increased premium. However, once we confirm that the incident was the fault of the uninsured driver we will reimburse any excess paid, reinstate your no claim discount and refund any extra premium you have been asked to pay.

CAR REPAIRS IF YOUR CAR IS DAMAGED BUT ROADWORTHY

We take pride in the claims service we offer to our customers. Where your policy provides cover for damage to your car we have a network of recommended repairers.

If you use one of our recommended repairers we will:

- collect your damaged car free of charge
- commence the repair process as soon as your car arrives on the premises
- provide a lifetime guarantee on all repairs – safeguarding any existing warranty you may have
- if repairable, fix your car, clean it inside and out, and deliver it back to you
- provide insurance for the temporary hire car provided whilst yours is being repaired.

Section 7 'Alternative travel in the event of a claim' explains the benefits available to keep you moving.

If you chose not to use one of our recommended repairers, it will not affect your right to claim. However we may not be able to arrange any of the above benefits or automatically insure any replacement car for you.

We will:

- require a written estimate which we must approve prior to repairs commencing
- require the damage to be assessed by one of our own engineers
- not guarantee any repair even though we may pay for those repairs directly.

COMPLAINTS PROCEDURE

OUR COMMITMENT TO CUSTOMER SERVICE

At MORE TH>N 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 number shown on your Schedule. If your complaint relates to a claim then please call the claims helpline number shown in your policy wording. 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: MORE TH>N, Customer Relations Team,
PO 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 eight 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 eight 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, London, E14 9SR

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

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 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.

HOW WE USE YOUR INFORMATION

Your privacy is important to us and we are committed to keeping it protected. We have created this Customer Privacy Notice which will explain how we use the information we collect about you and how you can exercise your data protection rights. This Privacy Notice will help you understand the following:

WHO ARE WE?

We are Royal & Sun Alliance Insurance plc (RSA), we provide commercial and consumer insurance products and services under a number of brands, such as MoreTh>n. We also provide insurance services in partnership with other companies.

WHY DO WE COLLECT AND USE YOUR PERSONAL INFORMATION?

As an insurer, we need your personal information to understand the level of insurance cover you require. We'll use this information (e.g. your name, address, telephone number and email address) to communicate with you and if you have agreed, to send you news and offers related to our products and services.

We need to use your information to create a quote for you, allowing you to buy insurance products from us. When buying a product from us, you'll also need to provide us with details about the items you wish to be covered by the insurance (e.g. car make and model, your home).

We may need to check information you have submitted with external companies/organisations (e.g. the DVLA, the Motor Insurance Database, credit reference agencies and criminal conviction checks.) When buying certain products, sometimes we will ask for special categories of personal data (e.g. driving offences for motor insurance, medical records in case of injury).

Once you become a customer, we'll need to take your payment details to set up your cover. This could be direct debit, credit or debit card information. To service your policy, we might contact you via our website, emails, telephone calls or post. When using these services we might record additional information, such as passwords, online identifiers and call recordings.

For some of our products, we may collect information through smart sensors to assess your insurance needs (e.g. a black box installed in your vehicle when you buy a telematics driving product, which collects and uses geo-location and driving behaviour data).

If you need to claim against your insurance policy, we will need to collect information about the incident and this may be shared with other selected companies to help process the claim. If other people are involved in the incident, we may also need to collect additional information about them which can include special categories of personal data (e.g. injury and health data).

In submitting an application to us, you may provide us with equivalent or substantially similar information relating to other proposed beneficiaries under the policy. You agree that you will bring this Privacy Notice to the attention of each beneficiary at the earliest possible opportunity.

Data protection laws require us to meet certain conditions before we are allowed to use your personal information in the manner described in this Privacy Notice. To use your personal information, we will rely on one or more of the following grounds:

- **Performance of contract:** We need to use your personal information in order to provide you with the policy (which is a contract of insurance between you and us), and perform our obligations under it (such as making payments to you in respect of a claim made under the policy).
- **Consent:** In certain circumstances, we may need your consent unless authorised by law in order to use personal information about you which is classed as "special categories of personal data".
For marketing, you will always be given a choice over the use of your data.
- **Necessity to establish, exercise or defend legal claim:** If you, or we, bring a legal claim (e.g. a court action) against the other, we may use your information in relation to establishing our position, or defending ourselves in relation to that legal claim.
- **Compliance with a legal obligation:** Where laws or regulations may require us to use your personal information in certain ways.
- **Legitimate Interests:** We will also process your personal information where this processing is in our "legitimate interests". When relying on this condition, we are required to carry out a balancing test of our interests in using your personal information (for example, carrying out market research), against the interests you have as a citizen and the rights you have under data protection laws. The outcome of this balancing test will determine whether we can use your personal information in the ways described in this Privacy Notice. We will always act reasonably and give full and proper consideration to your interests in carrying out this balancing test.

WHERE ELSE DO WE COLLECT INFORMATION ABOUT YOU?

Where possible, we'll collect your personal information directly from you. However, on occasion we may receive details about you from other people or companies. For example, this might happen if:

- It was given to us by someone who applied for an insurance product on your behalf (e.g. an insurance

- broker, a family member) where you have given them the permission to do so; or
- It was supplied to us when you purchased an insurance product or service that is provided by us in partnership with other companies; or
- It was lawfully collected from other sources (e.g. Motor Insurance Database, Claims and Underwriting Exchange or fraud prevention databases) to validate the information you have provided to us.

We request those third parties to comply with data protection laws and to be transparent about any such disclosures. If you would like some further information, please contact us.

WILL WE SHARE YOUR PERSONAL INFORMATION WITH ANYONE ELSE?

We do not disclose your information outside of RSA except:

- Where we need to check the information you gave to us before we can offer you an insurance product (e.g. reference agencies);
- Where we are required or permitted to do so by law or relevant regulatory authority (e.g. financial crime screening, fraud detection/prevention);
- Where we provide insurance services in partnership with other companies (e.g. building societies, large retailers);
- In the event that we are bought or we sell any business or assets, in which case we will disclose your personal information to the prospective buyer of such business or assets;
- As required to enforce or apply this Privacy Notice, or the contract of insurance itself;
- Within our group for administrative purposes;
- As required in order to give effect to contractual arrangements we have in place with any insurance broker and/or intermediary through which you have arranged this policy;
- With healthcare providers in the context of any relevant claim being made against your policy;
- If we appoint a third party to process and settle claims under the policy on our behalf, in which case we will make your personal information available to them for the purposes of processing and settling such claims;
- With our third party service providers (including hosting/storage providers, research agencies, technology suppliers etc.);
- With our reinsurers (and brokers of reinsurers) in connection with the normal operation of our business;

Sometimes your personal information may be sent to other parties outside of the European Economic Area (EEA) in connection with the purposes set out above. We will take all reasonable steps to ensure that your personal information is treated securely and in accordance with this Privacy Notice, and in doing so may rely on certain "transfer mechanisms" such as the EU-US Privacy Shield, and the standard contractual clauses approved by the European Commission. If you would like further information please contact us.

WHICH DECISIONS MADE ABOUT YOU WILL BE AUTOMATED?

Before we can offer you an insurance product or service, we may need to conduct the following activities, which involve automated (computer based) decision-making:

- **Pricing and Underwriting** – this process calculates the insurance risks based on the information that you have

supplied. This will be used to calculate the premium you will have to pay.

- **Credit Referencing** – using the information given, calculations are performed to evaluate your credit rating. This rating will help us to evaluate your ability to pay for the quoted products and services.
- **Smart Sensor Data Analytics** – an insurance product that collects your information using smart sensors (e.g. in car black box) to calculate your insurance risk (e.g. driving score). This may then be used to determine your policy rewards (e.g. cash back for safe driving) and to calculate your policy renewal premium.
- **Automated Claims** – some small claims may qualify for automated processing, which will check the information you provide, resulting in a settlement or rejection of your claim.

The results of these automated decision-making processes may limit the products and services we can offer you. If you do not agree with the result, you have the right to request that we perform a manual reassessment using the same information that you originally provided. If you wish to do so please contact us.

FOR HOW LONG WILL WE KEEP YOUR INFORMATION?

Your personal information will be retained under one or more of the following criteria:

- Where the personal information is used to provide you with the correct insurance cover, which will be kept as long as it is required to fulfil the conditions of the insurance contract.
- Where the use of your personal information for a specific purpose is based on your consent, it will be kept for as long as we continue to have your consent (e.g. we would stop contacting you for marketing purposes once you have asked us to).
- Where, for a limited period of time, we are using some of your information to improve the products or services we provide.
- For as long as your information is required to allow us to conduct fraud and/or criminal checks and investigations.

WILL YOU BE CONTACTED FOR MARKETING PURPOSES?

If you have agreed, we might contact you by post, email, phone and text message to let you know about offers and services we think you'll like. The messages may be personalised using information you have previously provided us.

You can ask us to stop contacting you for marketing purposes at any point.

We will only contact you for marketing purposes if we collected your information directly, except when authorised and instructed by the third-party acting on your behalf. We may use the information which we collect about you to show you relevant advertising on third-party websites (e.g. Facebook, and Google). This could involve showing you an advertising message where through the use of cookies, we know you have browsed our products and services. If you don't want to be shown targeted advertising messages from us, you can change the advertising setting on some third-party sites and some browsers to block our adverts.

YOUR INFORMATION IS INCORRECT WHAT SHOULD YOU DO?

If you hold a product or service with us and think that the information we hold about you is incorrect or incomplete, please contact us and we will be happy to update it for you.

WHAT ARE YOUR RIGHTS OVER THE INFORMATION THAT IS HELD BY RSA?

We understand that your personal information is important to you, therefore you may request the following from us to:

- 1 Provide you with details about the personal information we hold about you, as well as a copy of the information itself in a commonly used format. [Request Ref: DSR 1]
- 2 Request your personal information be deleted where you believe it is no longer required. Please note however, we may not be able to comply with this request in full where, for example, you are still insured with us and the information is required to fulfil the conditions of the insurance contract. [Request Ref: DSR 2]
- 3 Request the electronic version of the personal information you have supplied to us, so it can be provided to another company. We would provide the information in a commonly used electronic format. [Request Ref: DSR 3]
- 4 Request to restrict the use of your information by us, under the following circumstances [Request Ref: DSR 4]:
 - a. If you believe that the information we hold about you is inaccurate, or;
 - b. If you believe that our processing activities are unlawful and you do not want your information to be deleted.
 - c. Where we no longer need to use your information for the purposes set out in this Privacy Notice, but it is required for the establishment, exercise or defence of a legal claim.
 - d. Where you have made an objection to us (in accordance with section 5 below), pending the outcome of any assessment we make regarding your objection.
- 5 Object to the processing of your data under the following circumstances [Request Ref: DSR 5]:
 - a. Where we believe it is in the public interest to use your information in a particular way, but you disagree.
 - b. Where we have told you we are using your data for our legitimate business interests and you believe we shouldn't be (e.g. you were in the background of a promotional video but you did not agree to be in it.)

In each case under section 5 above, we will stop using your information unless we can reasonably demonstrate legitimate grounds for continuing to use it in the manner you are objecting to.

If you would like to request any of the above, please contact us and submit a written request, including the request reference (e.g. DSR 1), as this will speed up your request. To ensure that we do not disclose your personal information to someone who is not entitled to it, when you are making the request we may ask you to provide us with:

- Your name;
- Address(es);
- Date of birth;
- Any policy IDs or reference numbers that you have along with a copy of your photo identification.

All requests are free of charge, although for requests for the provision of personal information we hold about you (DSR1) we reserve the right to charge a reasonable administrative fee where, we believe an excessive number of requests are being made. Wherever possible, we will respond within one month from receipt of the request, but if we don't, we will notify you of anticipated timelines ahead of the one month deadline.

Please note that simply submitting a request doesn't necessarily mean we will be able to fulfil it in full on every occasion – we are sometimes bound by law which can prevent us fulfilling some requests in their entirety, but when this is the case we will explain this to you in our response.

OUR PRIVACY NOTICE

If you have any queries regarding our Privacy Notice please contact us and we will be happy to discuss any query with you. Our Privacy Notice will be updated from time to time so please check it each time you submit personal information to us or renew your insurance policy.

HOW YOU CAN CONTACT US ABOUT THIS PRIVACY NOTICE?

If you have any questions or comments about this Privacy Notice please contact:

The Data Protection Officer
RSA
Bowling Mill
Dean Clough Industrial Park
Halifax
HX3 5WA

You may also email us at crt.halifax@uk.rsagroup.com.

HOW YOU CAN LODGE A COMPLAINT?

If you wish to raise a complaint on how we have handled your personal information, please send an email to crt.halifax@uk.rsagroup.com or write to us using the address provided. Our Data Protection Officer will investigate your complaint and will give you additional information about how it will be handled. We aim to respond in a reasonable time, normally 30 days.

If you are not satisfied with our response or believe we are not processing your personal information in compliance with UK Data Protection laws, you may lodge a complaint to the Information Commissioner's Office, whose contact details are;

Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF

HELPLINES – HOW TO CONTACT US

If you ever need to contact us about any aspect of your car insurance, here are the appropriate numbers. You might want to keep these handy, so write down the ones most relevant to you or save them on your mobile phone.

CLAIMS HELPLINE 0345 072 4422

For emergency recovery our dedicated claims helpline is open 24hrs a day, 7 days a week. For all new claims (not requiring emergency recovery) our lines are open 8am–8pm Monday to Friday, 8am to 4pm Saturday.

CLAIMS HELPLINE OUTSIDE U.K.

+(44) 151 240 0087

Dial the international exchange for the country you are dialling from first. Open 9am–5pm Monday to Friday.

GLASS HELPLINE 0800 731 3172

Open 24 hours.

BREAKDOWN HELPLINE 0330 102 3621

Open 24 hours.

BREAKDOWN HELPLINE OUTSIDE U.K.

+(44) 845 601 2906

Dial the international exchange for the country you are dialling from first.

LEGAL HELPLINE 0800 413 431

Immediate and confidential access to a team of legal consultants who will give you advice and guidance on any motor related matter. Open 24 hours.

COUNSELLING HELPLINE – 01132 982632 (PLEASE QUOTE CODE 33885)

Access to a team of Counsellors if you, or a member of your immediate family, needs someone to talk to after a motor accident. Open 24 hours.

morethan.com/car-insurance/young-driver-insurance



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