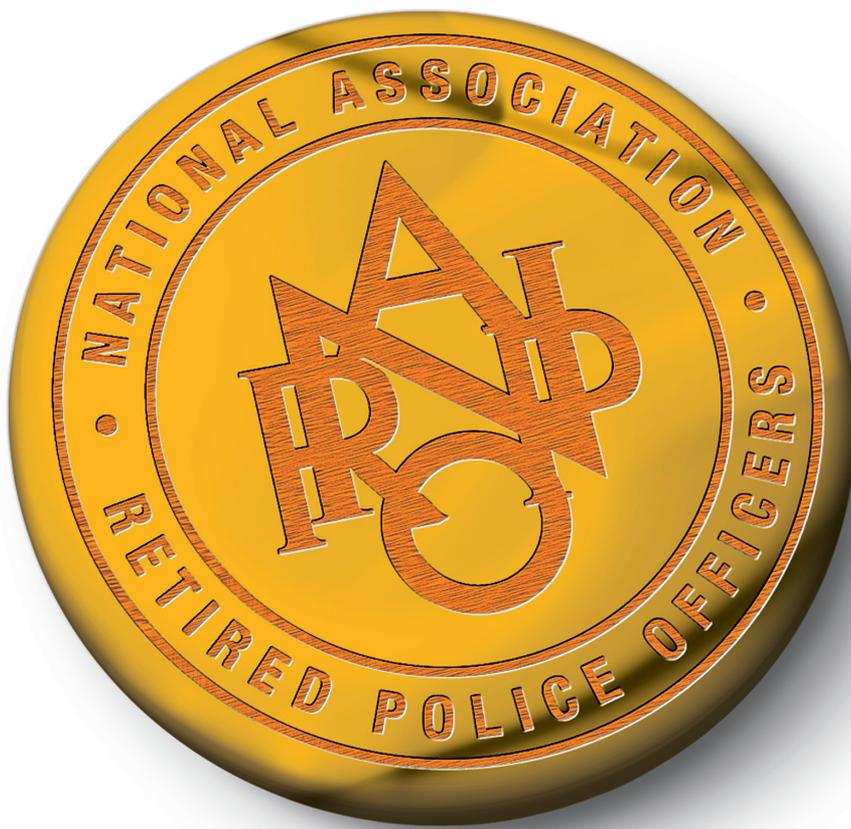


**Police  
Mutual**







# Important contact numbers

## Policy amendments

(9am - 5pm Monday to Friday)

0345 758 5878

## Claims notification and helpline

(8.30am to 6pm Monday to Friday and 9am - 1pm on Saturday mornings, for your protection calls are recorded and may be monitored)

0330 102 4097

## UK Emergency out of office hours claims helpline

(24 hours a day 365 days a year)

0800 096 3434

## European claims helpline

(24 hours a day 365 days a year, dial the international exchange for the country you are dialling from first)

+(44) 330 102 2853

## UK Glass helpline

(24 hours a day 365 days a year)

0800 096 3456

For your protection calls are recorded and may be monitored

# Welcome to RSA

Thank you for choosing us to take care of your car insurance.

This book gives you the details of what this policy does and does not cover. It also contains information about how to make a claim, and what you can do to avoid having to make a claim.

Remember, too, that Police Mutual will be able to help if you want to make a claim, change your level of cover or if you have any other queries.

## Contents

Please note that not all of the sections listed below will apply to your policy. Those which do apply are shown in your schedule.

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## Your motor policy

This is your RSA motor policy. It sets out the contract between you and us. In return for the premium we will cover you during the period of insurance under the terms set out in your policy.

This policy book, your schedule and your certificate of motor insurance are all part of your policy. Please read them all to avoid misunderstanding. They tell you which sections apply to your policy and describe your cover.

Please pay special attention to the Conditions and Exceptions on pages 31 – 35 of this book. These apply to every policy.

The information you provided and the declaration you agreed to is part of this contract. You must tell us as soon as possible of any changes to the information you have provided. If you do not, your policy may not be valid.

Your policy may be declared void and you will not be entitled to any benefits or help if:

- any part of your application for this insurance; or
- any further changes you ask for under this policy;

are falsely represented by you or you fail to fully and accurately disclose the answers to the requested information.

For example, this could include:

- not telling us about motoring or criminal convictions;
- not telling us about previous incidents 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; or
- giving us false information about the true number of vehicles in your family.

This is not a full list. If you are unsure whether to disclose any matter to us, please contact us.

We will not pay benefits or arrange help if any part of your application for this insurance, or any further changes requested to this policy, are deliberately fraudulent.

Please make sure that your policy is what you want. If it is not, tell us immediately.

We may from time to time enhance the cover provided by your insurance policy at no additional cost to you. Any such enhancements will apply to your policy immediately and you will be notified of the changes at your next renewal date.

If we make a change that is connected to the Road Traffic Act, or requires you to pay an additional premium, then any such change will not come into effect until your renewal date and you will be notified of this in your renewal documents.

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.

# Private car policy

## Our commitment to you

We hope you are happy with your policy. If you are not, please send us the certificate of motor insurance within 14 days of the date you received your policy documents. We will then give you back your money provided there have been no claims under your policy and you are not aware of any incident which may give rise to a claim under this policy.

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

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

# Guidance when making a claim

## Claim Notification

We suggest that soon after receiving your policy you read the section in your policy book headed “What you should do if there is an incident or theft”. Whilst we hope you never need the information it is better to be prepared for the unexpected.

Conditions that apply to your policy and in the event of a claim are set out in your policy book. It is important that you comply with all policy conditions and you should familiarise yourself with any requirements.

Directions for claim notification are included under claims conditions and events that may give rise to a claim must be notified as soon as reasonably possible. Further guidance is contained in your policy book.

You should initially notify us of your claim by phone. Your initial claim contact number is shown in your policy documentation. If we then decide that we need an Incident or Theft Report form we will send one which you should complete and return immediately.

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 incident 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 incident.

We may request additional information (e.g. a sketch plan). Also, sometimes we may wish to meet with you or undertake further investigations, but we will advise you about that when you call to report the incident. Claims conditions require you to provide us with assistance or evidence that we require.

## Car Repairs

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 who will collect and redeliver your car. Where provided for under your policy, they will also provide a temporary hire car to keep you mobile. The repair process will commence immediately when the car arrives on their premises. To ensure there is no effect on any existing warranty you may have they provide a lifetime guarantee on all repairs.

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

# Complaints Procedure

If you believe that we have not delivered the service you expected or you are concerned about the Sale, Service or renewal of your policy, then please write to Police Mutual. If your concerns are regarding a claim that you have made then please contact RSA on either the telephone number you were supplied with at the point of registering your claim or at the address below.

We promise to:

- fully investigate your complaint
- keep you informed of progress
- do everything possible to resolve your complaint
- learn from our mistakes
- use the information from your complaint to proactively improve our service in the future.

We aim to resolve your concerns within 24 hours. Experience tells us that most difficulties can be sorted within this time.

In the unlikely event that your concerns have not been resolved within this time, we will issue a letter acknowledging your complaint, letting you know the reasons why and we will continue to keep you well informed of the further actions we will be taking to reach a suitable conclusion.

If you continue to be unhappy with our proposed course of action, you can progress your complaint with our Complaints Team who will conduct a separate investigation and full review, that will be concluded by us issuing a final response letter.

## How to contact Police Mutual in the event of a sales, service or renewal related complaint

Complaints team can be contacted by:

Write: Police Mutual  
5th Floor  
20 Chapel St  
Liverpool  
L3 9AG

Email: [info@pmas.co.uk](mailto:info@pmas.co.uk)

## How to contact RSA in the event of a claims related complaint

Customer Relations can be contacted by:

Write: RSA  
Customer Relations Team  
PO Box 2075  
Livingston  
EH54 0EP

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

# Complaints Procedure

## If you are still not happy

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

They can be contacted at:

Post: Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR

Tel: 0800 0234567 (for landline users)  
0300 1239123 (for mobile users)

e-mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
web: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

You have six months from the date of our final response to refer your complaints to the FOS. This does not affect your right to take legal action, however, the FOS 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.

# What you should do if there is an incident or theft

1. People are more important than property, so your first priority should be to check whether anyone is injured and look after them. Call for medical help if necessary.
2. Always stop if you are involved in an incident and exchange:
  - names and addresses (including those of any witnesses);
  - details of insurance companies (including policy numbers if known); and
  - vehicle registration number as well as make and model.
3. Do not admit you are to blame or offer any payment. It could make it more difficult for us to handle your claim and may affect your rights.
4. Draw a diagram of the incident scene. This should include:
  - the position of the cars before and after the incident;
  - the road layout;
  - any obstructions to your or other road users' vision;
  - the position of any witnesses; and
  - anything else which could be relevant to the cause of the incident (for example speeds and distances involved, and weather conditions).
5. If anyone is injured, you must show your certificate of motor insurance to the police or to anyone who has a good reason for seeing it. If you can't do this at the scene, you must report the incident to the police within 24 hours and produce your certificate of motor insurance then.
6. If you receive any letters or documents about the incident, please send them unanswered to Police Mutual.
7. If your car or anything in it is stolen, you should report the incident to the police as soon as reasonably possible.
8. Remember that Police Mutual are there to help you if you need to make a claim. But if the incident or loss happens out of office hours, or you need emergency help, call the UK claims helpline on 0800 096 3434 and quote the reference NARPO. Alternatively if you are abroad simply call our European claims helpline on +44330 102 2853 and quote the reference NARPO.

# What you should do if there is an incident or theft

## If your car is stolen or not fit to drive

If your car is stolen or not fit to drive following an incident which is insured under your policy, call the UK claims helpline and our team of experts will move into top gear to get you back on the road.

We will arrange for you to have a temporary hire car for up to 48 hours as soon as reasonably possible after the incident. We will pay for this.

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

### What type of temporary hire car am I entitled to?

What level of cover do I have on the policy?	What is the situation?	What am I entitled to?
Comprehensive, without enhanced temporary hire car benefit	<ul style="list-style-type: none"> <li>Your car is stolen or not fit to drive</li> <li>Your car has been stolen and not recovered or has been damaged beyond economical repair</li> </ul>	<ul style="list-style-type: none"> <li>We will provide a class A temporary hire car for up to 48 hours</li> <li>We will provide a class A temporary hire car, for up to a total of 14 days, or up until your settlement cheque is received (whichever is earlier)</li> </ul>
Comprehensive with enhanced temporary hire car benefit	<ul style="list-style-type: none"> <li>Your car is stolen or not fit to drive</li> <li>Your car has been stolen and not recovered or has been damaged beyond economical repair</li> </ul>	<ul style="list-style-type: none"> <li>We will provide a class D temporary hire car for up to 48 hours</li> <li>We will provide a class D temporary hire car, for up to a total of 14 days, or up until your settlement cheque is received (whichever is earlier)</li> </ul>

A class A temporary hire car is a small hatchback car similar to a Ford Ka.

A class D temporary hire car is a 5 door car with a minimum engine size of 1.6 litre, and room to seat 5 people similar to a Vauxhall Astra.

## If your car has been damaged

If your car has been damaged but can still be driven following an incident which is insured under your policy, our aim is to get repairs done as quickly as possible.

Our own repair shops and our recommended repairer network have been carefully selected to give you a fast, reliable and professional service. You will also benefit from:

- authority to start repairs as long as your car is economical to repair;
- collection and return of your car;
- cleaning of your car inside and out, before it is returned to you;
- a lifetime guarantee on all repairs; and
- a temporary hire car for the duration of repairs.

We will pay for the above benefits.

### What type of temporary hire car am I entitled to?

What level of cover do I have on the policy?	What is the situation?	What am I entitled to?
Comprehensive, without enhanced temporary hire car benefit	<ul style="list-style-type: none"> <li>Your car is being repaired at one of our repair shops or recommended repairer network</li> </ul>	<ul style="list-style-type: none"> <li>We will provide a class A temporary hire car for the duration of the repairs</li> </ul>
Comprehensive with enhanced temporary hire car benefit	<ul style="list-style-type: none"> <li>Your car is being repaired at one of our repair shops or recommended repairer network</li> </ul>	<ul style="list-style-type: none"> <li>We will provide a class D temporary hire car for the duration of the repairs</li> </ul>

If you choose any other car repairer, 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.

# What you should do if there is an incident or theft

## 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.

## If you need legal advice

If you need legal advice, we offer a free legal advice service. You will have to pay for the cost of the call. Our team of qualified legal advisers can give you free, confidential advice on motoring matters. Here are some examples of the help they can give you.

- they can provide legal advice on consumer issues which relate to motoring. For example, they can tell you about your rights if you are unhappy with a car which you have bought.
- they can provide you with legal advice if you are facing prosecution for driving or parking offences.

This service is confidential, and you can stay anonymous if you wish.

To use it, call 01132 982 632 and ask to speak to a legal adviser. Please quote code 33885, together with the renewal date on your current certificate of motor insurance.

## If you need someone to talk to

If you need someone to talk to after an incident, we offer a free counselling service. You will have to pay for the cost of the call. This is available for you and members of your immediate family and is for motoring matters only. Our experienced, qualified counsellors can help you when you need it most. Here are some examples of the help they can give you.

- they can help you come to terms with trauma after an incident.
- they can help you come to terms with injuries, disability and bereavement.
- they can offer you victim support (for example, if your car is stolen).
- they can even offer counselling for stress which has been caused by motoring.

This service is confidential, and you can stay anonymous if you want.

To use it, call 01132 982 632 and ask to speak to a counsellor. Please quote code 33885, together with the renewal date on your current certificate of motor insurance.

# What you should do if you want to take your car abroad

## Important guidelines when travelling abroad

See also Section 9 Use Abroad on page 29.

The number of days of free foreign cover is shown as 'Use abroad limit' under the 'Policy limits' in your schedule. If the length of any visit (or the total length of all visits during the period of insurance) is greater than the number of days shown as 'Use abroad limit' in your schedule, you must tell us before you take your car abroad. You will have to pay an extra premium to extend your cover.

We can provide a Green Card as proof of insurance, although this is no longer necessary for a visit to any of the countries defined in the territorial limits. For those countries that have recently been approved by the European Commission we would recommend that a Green Card is issued. You will need a Green Card to visit countries outside of the territorial limits. You will also have to pay an extra premium to extend your policy cover to any additional countries.

Your policy also provides cover during the period of insurance, under Section 1 Legal liability to others, D. Cover Abroad, while your car is in a country defined by that Section. This will only provide cover for third party personal injury and limited third party property damage caused by you or any driver whilst using or driving your car.

If you have an incident abroad, phone the European claims helpline on your claims helpcard.

Take the following insurance documents when you travel abroad:

1. Your certificate of motor insurance.
2. The European incident statement.

In addition, check the requirements for using a vehicle in the countries you are visiting. These can be obtained from the Foreign and Commonwealth Office. ([www.fco.gov.uk](http://www.fco.gov.uk))

You may also find it helpful to have this policy book with you for the advice and information given below.

If you have an incident abroad, follow the procedure below.

1. Immediately report the incident to the police if anybody involved in the incident is injured or if there is a disagreement with the other driver. Get details of the police team that attended the scene or whom the incident was reported to.
2. Give your name and address, and our name and address to the other party and produce your certificate of motor insurance.
3. Get the name and address of the other driver, details of their motor insurer (including policy number) and information about the registration and ownership of the other vehicles involved
4. Call our European claims helpline on your helpcard as soon as possible, particularly if anybody is injured.
5. Never make any statement or sign any document (other than the European incident statement) without the advice of a lawyer or competent official. Do not sign the European incident statement, particularly if written in a foreign language, before you are certain that you understand and agree with every word.
6. If you have a camera, take photographs showing the layout of the scene and positions of the vehicles from various angles.

## What you should do if you want to take your car abroad

7. Use your European incident statement (the various linguistic editions of this form are identical throughout Europe) and be sure to get the following details:
- the make, registration number and colour of the other vehicle and whether it is right or left-hand drive. If the third party vehicle is a lorry obtain the number of both the cab and trailer units. In some countries these have different registration numbers
  - the full names, addresses and occupations of independent witnesses.
  - the date, time and exact place of the incident.
  - the speeds of your own and the other vehicle.
  - signals given by you and the other driver.
  - weather and road conditions.
  - names and addresses of people injured and details of those injuries.
  - details of damage to your own and other vehicles.

If you do not have a European incident statement, collect the following information:

- Date, time and place of the incident
- Other vehicle's details
- Registration number
- Country of registration
- Policy number of the insurance
- Green card number
- Name and address of the insurer
- Surname, first name and address of the driver
- Incident circumstances including details of damage to vehicles and injuries to any people involved:
- Sketch the scene and the position of the vehicles (include road markings where possible):

# How to use the claims helplines

## What your Police Mutual helpcard can do for you

During normal office hours your first point of contact should be the claims notification and helpline. However please use the following helpline services when necessary.

We aim to provide a high-quality service to our policyholders. The claims helplines on your claims helpcard are part of this quality service and are available 24-hours a day, 365 days a year.

The phone call and advice will cost you nothing, but you may have to pay for any service you decide to use if the claim is not covered by your policy.

## Swift help from our assistance services

Whether or not your car can be driven, we will be on hand to help.

If the incident is covered under your policy, our assistance services will aim to be with you within one hour of you phoning our UK claims helpline. They will take you and your passengers home or to your destination within the UK.

Your car will be taken to one of our repair shops or one of our recommended repairer network.

Simply call 0800 096 3434 and quote the reference NARPO.

## RSA repairer network

Our UK claims helpline will give you details of our nearest repair shop or our nearest Recommended Repairer network.

## In-car equipment

Our UK claims helpline will put you in touch with our recommended replacement company.

## Hotel accommodation

Our UK claims helpline can help you arrange emergency overnight accommodation if you cannot continue your journey. Simply pay for the accommodation yourself and we'll give you a refund when you claim. (See your policy schedule for the maximum amounts we will pay.)

## Glass replacement

Our glass helpline will send you to one of our recommended windscreen companies. If your windscreen is laminated, it may be possible to repair it. Simply pay the excess – they will do the rest.

Simply call 0800 096 3456 and quote the reference NARPO.

## European assistance

If you are involved in an incident abroad, our European claims helpline can help 24-hours a day, 365 days a year. They will arrange for your car to be brought back to the UK where our normal claims service will apply.

Simply call +44330 102 2853 and quote the reference NARPO.

## How to make your car more secure

- Whenever there is no-one in your car:
  1. close and lock your car doors, windows and sun roof.
  2. attach and lock your removable roof panel.
  3. secure and lock your convertible roof or hood.

Don't forget to lock your garage as well. A few seconds is all it takes for a thief to steal your car or its contents.
- Take care where you park your car. If you have a garage at home, please use it. When you are away from home, try to use secure car parks. If this isn't possible, avoid parking in back streets or quiet areas because these are ideal working conditions for a thief. If you have to leave your car outside at night, always try to park in a well-lit and busy area.
- Don't leave valuables on show - even when you are in your car. Thieves have been known to reach through passenger windows when your car is not moving.
- Take your key out of the ignition when you leave your car (for example, at a petrol station) even if it is only for a few seconds. If you leave the key in your car and your car is stolen, your policy will not cover the theft.
- Fit extra security measures, such as a steering wheel lock or handbrake lock. Better still, consider fitting an engine immobiliser, alarm system, or a tracking device.
- Take care where you leave your car keys once they are removed from your car. When you are away from home, keep them with you at all times. Do not leave them unattended - for example, in a coat or purse. When you are at home, try and keep them away from your front door, as thieves have been known to 'fish' through the letterbox to get hold of them.

# What you should do when circumstances change

## If you change your car

If you change your car, please tell Police Mutual. They will let you know about any change in your premium and will send you an updated policy schedule and certificate of motor insurance.

They will need to know the full details of your new car (for example, its make and model, registration number and engine size). They will also need to know whether your car is registered or owned in another person's name and if it has been modified.

Whenever you get a new car, you must get a cover note or a new certificate of motor insurance before you drive it. You must also return the old certificate of motor insurance to us.

## If you want to change drivers

Your current certificate of motor insurance shows who is covered to drive your car. If you want to change any of the names, please contact Police Mutual straight away.

## If you change address

Please contact Police Mutual with full details of your new address, including the postcode, as soon as you know it. They will then let you know about any change in your premium and send you an updated policy schedule.

## If you want to take your car off the road

If you want to take your car off the road (for example, for repairs), you should contact Police Mutual. They will recommend the best action to take. It may be better to suspend your cover for a while rather than cancel your policy.

## If you want to drive another car

Your policy may cover only you for driving cars which do not belong to you (provided your certificate of motor insurance shows that you have this cover). However, cover is restricted to third party liability only and does not provide cover for loss or damage to the car you are driving.

This limited cover can be very useful in an emergency, but if you are planning to drive someone else's car regularly you should be named on their insurance policy.

## If you need to use your car for towing

Your policy provides cover for legal liabilities while you are towing, but it doesn't provide cover for damage to the items being towed. You will need to arrange separate cover for your trailer, boat or caravan if you need damage cover for them.

# What you should do when circumstances change

## If any other circumstances change

You must tell Police Mutual 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);

You must tell Police Mutual as soon as reasonably possible if any other circumstances change, for example:

- if you or any other driver had any motoring convictions, fixed penalties or endorsements or have any pending;
- if you or any other driver has been involved in any incidents, losses or thefts, regardless of whether a claim was made;
- if you or any other driver has been convicted of an offence of fraud or dishonesty (e.g. shop lifting, credit card fraud, tax evasion) or have possible prosecutions outstanding;
- 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.directgov.uk/en/motoring](http://www.directgov.uk/en/motoring) for a full list of notifiable conditions) Examples of notifiable conditions are epilepsy or insulin controlled diabetes;
- 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 (e.g. any changes which may affect your car's performance).
- if the number of vehicles in your family changes;

If you are not sure whether to report a change, please contact Police Mutual.

# 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; and
- a ride camera.

## 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 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.

## Emergency driver

Any person who, at the request of **you** or **your spouse**, drives **your car** in a **medical emergency**, provided that person has a licence to drive **your car**.

## Excess

The amounts shown in **your schedule** which **you** must pay when **you** make a claim.

## In-car equipment

In-car equipment is:

- a radio, cassette, compact disc player or other audio equipment;
- a phone or other communication equipment;
- satellite navigation systems;
- television or other visual entertainment equipment including video cassette recorders, DVD players and game consoles.

The above equipment, except for portable satellite navigation systems, must be permanently fitted in **your car**.

## 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

# Policy Definitions

## Medical emergency

A sudden unforeseen event relating to a medical condition that interrupts any journey and leads to **you** or **your spouse** being unable to drive **your car**.

## No claim discount

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

## Period of insurance

**Your policy** runs for the period specified in **your schedule(s)**

## Policy

**Your policy** is made up of:

- this **policy** book;
- **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** or special terms and conditions.

## Temporary hire car

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

## Territorial limits

These are:

- the **British Isles**;
- any country which is a member of the European Union; and
- 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, as 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.

## Terrorism

A 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 Her Majesty's 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

## 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**.

# Policy Definitions

## Your car

The car:

- whose details have been reported to and accepted by Police Mutual; and
- whose registration number is shown in **your certificate of motor insurance** and **your schedule**.

This includes any **in-car equipment** fitted as standard by the manufacturer.

## Your Family

- the husband, wife or partner;
- children;
- parents.

Living at the same address as the policyholder.

## Your Partner

This means the partner, husband or wife of the policyholder living at the same address as the policyholder and sharing financial responsibility. This does not include business partners or associates.

## Section 1 Legal liability to others

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

### What we cover

#### A. What we cover

**We** cover legal responsibility for:

- killing or injuring someone, or
- damaging property (**we** will pay up to £20,000,000. This limit includes legal costs for any claim or claims arising from one incident);

After an incident involving

- **your car**
- a trailer that is attached to **your car**, or
- any other vehicle that **your certificate of motor insurance** allows **you** to use in the **British Isles**.

#### B. Whom we cover

**We** cover **you**:

- using **your car**
- using any other vehicle that **your certificate of motor insurance** allows **you** to use in the **British Isles**.

**We** cover the following other people:

- any **driver** using **your car**;
- anyone **you** allow to use (but not drive) **your car** for social, domestic and pleasure purposes,
- anyone who is a passenger in **your car**
- any employer should they become legally liable as a result of the use of **your car** in the course of their business, providing that **your car** is being used for a purpose that is allowed under **your certificate of motor insurance**,
- the legal representatives of any person who dies and who would have been covered under the section.
- in the event of a **medical emergency** involving **you** or **your spouse** an **emergency driver** will be permitted to drive **your car** provided **you** or **your spouse** are passengers. If **you** or **your spouse** are not passengers **your car** must be driven directly to **your** home or where **your car** is normally kept.

#### C. Cover for legal costs and expenses

**We** cover 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.

### What we do not cover

**We** do not cover the following.

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 vehicle 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**, or an **emergency driver** if they are entitled to cover under any other insurance policy.
6. Legal liability, except as required under road traffic legislation, 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.
8. Use to secure the release of a motor car, not otherwise specifically the subject of insurance by this **policy**, which has been seized by, or on behalf of, any government or public authority.

#### Important note:

Exceptions 1 - 8 apply to all of this section

## Section 1 Legal liability to others

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

### What we cover

#### 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:
  - agrees to meet European Commission directives on motor insurance; and
  - 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 discount**.

### What we do not cover

See page 19 for details of what **we** do not cover under this section.

## Section 2 Fire and theft

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

### What we cover

**We** cover loss or damage caused by fire, lightning, explosion, theft or attempted theft to:

- **your car**;
- **in-car equipment**;
- **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); and
- a **temporary hire car**.

**Please read pages 24 and 25 to see how we will settle a claim under this section.**

### What we do not cover

**We** do not cover the following.

1. Any **excess** shown against 'Theft' beneath the heading 'Total excesses applying' in **your schedule** for any loss or damage to **your car** which is caused by theft or attempted theft
 

This **excess** will not apply if **your car** is in **your** locked private garage at the time of the theft or attempted theft.
2. Loss of value.
3. Wear and tear.
4. Loss of use.
5. Loss or damage to a part that breaks or fails and any resulting loss or damage caused to any other parts.
6. Damage to tyres caused by punctures, cuts or bursts.
7. Loss or damage resulting from **your car** being taken, without **your** permission, by:
  - **your partner**;
  - **your** boyfriend or girlfriend;
  - **your** children;
  - anyone who normally lives with **you**; or
  - a member of **your family**.
8. Any loss or damage to **your car** as a result of theft or attempted theft if:
  - **your car** is unlocked;
  - **your car** windows are open;
  - **your car** sun roof is left open or unlocked,
  - **your** removable roof panel is not attached and locked
  - **your** convertible roof or hood is not secured and locked; or
  - **your car key(s)** are in or on **your car**; **your car** has been left unattended with the engine running when there is no-one in it.
9. Loss or damage caused by deception.
10. Loss or theft of portable satellite navigation systems when **your car** is left unattended or unoccupied, unless they are stored out of sight in either a locked boot or glove compartment.

## Section 3 Loss and damage

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

### What we cover

#### A. Loss and damage

**We** cover loss of or damage to:

- **your car**;
- **in-car equipment**;
- **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); and
- **a temporary hire car**.

#### B. New car replacement

If **you** buy **your car** new and within 2 years 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. Emergency overnight accommodation

**We** will pay up to the amount shown as 'Overnight accommodation' in **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.

#### D. Loss of road tax

If **your car** is stolen and unrecovered, or damaged and **our** engineer confirms the vehicle is a total loss, **we** will pay for any road tax that is still left that **you** are not able to recover from the licensing authorities.

#### E. Medical Emergency Driver

If **you** or **your spouse** suffers a **medical emergency** and an **emergency driver** takes charge of **your car** with **your** permission **we** cover loss of or damage to:

- **your car**;
- **in-car equipment**;
- **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); and
- **a temporary hire car**.

**you** or **your spouse** are passengers. If **you** or **your spouse** are not passengers **your car** must be driven directly to **your** home or where **your car** is normally kept.

**Please read pages 24 and 25 to see how we will settle a claim under this section.**

### What we do not cover

**We** do not cover the following.

1. Any **excess** shown against 'Accidental damage' beneath the heading 'Total excesses applying' in **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 or if **your car** is involved in an Incident that is caused by an identified uninsured **driver**.
2. Loss of value.
3. Wear and tear.
4. Loss of use.
5. Loss or damage to a part that breaks or fails and any resulting loss or damage caused to any other parts.
6. Damage to tyres caused by punctures, cuts or bursts.
7. Loss or damage resulting from **your car** being taken, without **your** permission, by:
  - **your partner**;
  - **your** boyfriend or girlfriend;
  - **your** children;
  - anyone who normally lives with **you**; or
  - a member of **your family**.
8. Any loss or damage to **your car** as a result of theft or attempted theft if:
  - **your car** is unlocked;
  - **your car** windows are open;
  - **your car** sun roof is left open or unlocked,
  - **your** removable roof panel is not attached and locked
  - **your** convertible roof or hood is not secured and locked; or
  - **your car key(s)** are in, or in the vicinity of **your car**; when there is no-one in it.
9. Loss or damage caused by deception.
10. Loss or theft of portable satellite navigation systems when the car is left unattended or unoccupied, unless they are stored out of sight in either a locked boot or glove compartment.
11. Any **medical emergency** that does not involve **you** or **your spouse**.
12. Any **driver** who does not hold a full valid driving licence.

#### Important note:

Exceptions 1 - 12 apply to all of this section

**The conditions and exceptions which apply to your policy are shown on pages 31 to 35**

## Section 4 Glass cover

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

### What we cover

**We** cover loss of or damage to the windscreen, windows and glass sunroof of **your car** or of any **temporary hire car** and any scratches to the bodywork which is caused by the broken glass.

**Please read pages 24 and 25 to see how we will settle a claim under this section.**

### What we do not cover

Any **excess** shown under 'Glass Excess' in **your schedule** for:

- any claim which is only for replacing glass;
- any scratching of the bodywork which is caused by the broken glass.

# How we will settle a claim under sections 2, 3 and 4

## A. The maximum amounts we will cover

**We** will provide cover up to the following amounts.

1. For **your car**, either:
  - a) the **market value**, or
  - b) the cost of a replacement new car (Section 3B), or
  - c) the improved total loss benefit (Section 11) depending on the circumstances and the level of cover shown on **your schedule**.
2. For **in-car equipment** - if the equipment has been fitted as standard by **your car's** manufacturer, **we** consider it to be part of **your car** and so no separate limit applies. Otherwise, **we** will pay up to the amount shown as '**In-car equipment**' in **your schedule**.
3. For **your car's accessories** and spare parts the manufacturer's last published retail price. **We** will also 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.
4. For any trailer - the amount shown in **your schedule**.
5. For emergency accommodation - up to the amount shown as 'Overnight accommodation' in **your schedule**.

## 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.

1. 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 repaired for a reasonable cost, **we** will pay either:
    - the **market value**; or
    - the cost of a replacement new car (Sections 2B and 3B) or
    - the improved total loss benefit (section 11) Depending on the circumstances and the level of cover shown on **your schedule**. Should **we** chose to pay the **market value** or purchase a replacement new car, **your car** will become **our** property.

### 2. In-car equipment, the windscreen, windows and glass sunroof

If the **in-car equipment**, windscreen, windows or glass sunroof are lost or damaged, **we** will:

- pay for the damage to be repaired (if repairs can be made for a reasonable cost); or
- if repairs cannot be made for a reasonable cost, or if the item is lost and never found, **we** will arrange replacement with property of similar quality and value.

### 3. Temporary hire car

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

Any claim for loss or damage to a **temporary hire car** will affect **your no claim discount** as if **you** were claiming for loss or damage to **your car**. Any **excess** which would apply to **your car** if **you** had comprehensive cover will also apply to a **temporary hire car**.

## How we will settle a claim under sections 2, 3 and 4

### C. Hiring and other agreements

If **we** know **you** are paying for **your car** by hire purchase or under a leasing agreement then **we** will do either of the following:

- if **we** are paying the cost of replacing **your car**, **we** will pay the proceeds of the claim to the company to which **you** are liable under the hire purchase agreement or from which **you** are leasing **your car**. If **you** owe under the hire purchase or lease agreement an amount less than the proceeds of **your** claim, **we** will pay **you** the difference

If **we** replace **your car**, **we** must have the permission of the company from which **you** are buying or leasing **your car** to do so.

### D. Protecting, removing and delivering your car

If the loss or damage is covered under **your policy**, **we** will pay the costs of:

- taking **your car** to the nearest repairer if it cannot be driven; and
- delivering **your car** to **your** address in the **British Isles** after it has been repaired.

## Section 5 Personal accident

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

### What we cover

**We** will pay the amount shown as 'Personal accident' in **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 the car and the only cause within three months of:

- death;
- permanent loss of sight in one or both eyes;
- 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 or injury caused by suicide or 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 accident, and is then found to have a higher level of alcohol or drugs in the blood than is allowed by law.

## Section 6 Road rage and carjacking benefit

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

### What we cover

**We** will pay benefit up to the amounts shown as 'Road rage and carjacking' in **your schedule** if **you**, **your partner** or any passengers in **your car** are injured solely and directly as a result of a criminal assault following a road traffic incident involving **your car** occurring anywhere within the **British Isles**:

**We** will pay this benefit if within three months of the incident the injury results in:

- death;
- permanent total disablement;
- emergency dental treatment required as a direct result of the assault arising within 7 days of the incident;
- hospital daily cash benefit for each full 24 hour period of confinement up to a maximum of 15 full 24 hour periods, but excluding the first two full 24 hour periods.

### Conditions

The following conditions apply to the Road rage and carjacking benefit section in addition to the conditions described on pages 31 - 33 of **your policy** booklet.

1. **You** must take all reasonable steps to limit the likelihood of sustaining bodily injury as a result of an assault following a road traffic incident involving **your car**.
2. If an injury occurs **you** must as early as reasonably possible place yourself under the care of a duly qualified medical practitioner.
3. **You** or **your** representatives must ensure that all medical records, notes and correspondence referring to the subject of a claim or a related pre-existing condition will be made available on request to any medical advisor appointed by or on behalf of **us** and that such medical advisor will for the purpose of reviewing the claim, be allowed as often as may be deemed necessary to make examination of **you**.
4. Any disability which existed prior to **you**, **your partner** or any passengers in **your car** sustaining bodily injury shall be taken into account when calculating the benefit payable.
5. The police must be notified within 24 hours following any incident which is likely to give rise to a claim under this section.

### What we do not cover

**We** do not cover the following:

1. Death or injury caused by suicide or 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 the blood than is allowed by law.
4. Death or injury caused by provoked assault, fighting (except in bona fide self defence) or a criminal act committed by **you**, **your partner** or any passengers in **your car**.

## Section 7 Medical expenses

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

### What we cover

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

## Section 8 Personal possessions

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

### What we cover

**We** cover loss of or damage to personal effects in or on **your car** up to the amount shown as 'Personal possessions' in **your schedule**.

**We** will pay **you** or, if **you** prefer, the owner of the property.

### What we do not cover

**We** do not cover the following.

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 stored out of sight in either a locked boot or 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. Goods, tools of trade/samples connected with work or any other trade or any container for these things

## Section 9 Use abroad

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

### What we cover

If **you** take **your car** to any country in the **territorial limits** outside of the **British Isles**, **your policy** cover will apply up to the number of days amount shown as 'Use abroad limit' as per **your schedule**.

If **your certificate of motor insurance** allows **you** to drive any other car, cover for that car is restricted to the **British Isles**.

See also **Section 1 Legal liability to others - D. Cover Abroad** for details of the minimum cover required by law **we** provide 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.

See also '**What you should do if you want to take your car abroad**' on page 10 and 11.

## Section 10 Lifetime no claim discount

**Your** Lifetime **no claim discount** will not be reduced following claims under **your policy**.

## Section 11 Improved total loss benefit

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

If **your car** is

- stolen and unrecovered; or
- damaged beyond economical repair.

**We** will pay the difference between

1. the **market value** of **your car** immediately before its loss or damage;
2. the **market value** of the same model (or if discontinued the nearest similar model) but 2 years newer than **your car**.

Provided that the total additional amount payable does not exceed the amount selected by **you** - either £1,000 or £1,500.

The limit in respect of personal possessions (see Section 8 'Personal possessions') is increased to £250.

The age of **your car** reflects the amount of benefit **you** will receive.

The new car replacement referred to under Section 3 'Loss and damage' and this improved total loss benefit are not aggregated benefits.

## Section 12 Replacement Locks

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

### What we cover

- **We** cover theft and loss 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 the **key(s)**.

**We** will pay up to the amount shown as 'Replacement locks' in **your schedule**.

## Conditions which apply to your whole policy

The following conditions apply to every section of **your policy**. Failure to comply with **your** obligations as noted within these conditions may result in

- 1) a claim being rejected or reduced
- 2) **your policy** being declared invalid

### A. Reporting a claim

**You** must tell Police Mutual immediately 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 possible.

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

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

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

### B. Assessing your claim

**You** must give Police Mutual whatever help and information **we** ask for.

**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.

### 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** may, at **our** option, either:

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

### D. 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);

**You** must tell **us** as soon as reasonably possible if any other circumstances change, for example:

- if **you** or any other **driver** has had any motoring convictions, fixed penalties or endorsements in the last 5 years or have any pending;
- if **you** or any other **driver** has been involved in any incidents, losses or thefts, regardless of whether a claim was made;
- if **you** or any other **driver** has been convicted of an offence of fraud or dishonesty (e.g. shop lifting, credit card fraud, tax evasion) or have possible prosecutions outstanding;
- 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.directgov.uk/en/motoring](http://www.directgov.uk/en/motoring) for a full list of notifiable conditions) Examples of notifiable conditions are epilepsy or insulin controlled diabetes;
- 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** (e.g. any changes which may affect **your car's** performance).
- if the number of vehicles in **your family** changes;

If **you** are not sure whether to report a change, please contact **us**.

## Conditions which apply to your whole policy

**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; and
- **we** may reject **your** claim.

### E. 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 allow **us** to examine **your car** at all times.

### F. Cancelling your policy

**We** may cancel **your policy**. If **we** do this, **we** will write to **you** at **your** last known address. In **our** letter **we** will confirm that all cover will end 7 days after the date on the letter.

**You** can cancel **your policy**. To do this **you** must write to Police Mutual and return **your certificate of motor insurance**.

If no claim is made or will arise, **we** will give **you** a refund on **your** premium for any remaining period of cover.

If a claim is made or will arise, **we** will not give **you** a refund on **your** premium.

If **you** choose to pay through Police Mutual's monthly instalment scheme and miss a payment, **we** will consider this to be notice that **you** want to cancel **your policy**. **You** must then return **your certificate of motor insurance** to Police Mutual immediately.

If **you** cancel **your policy** after an event which may lead to a claim, **you** must pay Police Mutual the rest of **your** premium up until the next renewal date.

### G. Other insurance

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

### H. Taking over your rights

If **you** make a claim, **you** must be prepared to take any steps **we** reasonably ask **you** to take to protect **your** rights. **You** must also be prepared to allow **us** to act in **your** name and take any reasonable 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.

### I. 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
- **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 and Customs.

### J. 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.

# Conditions which apply to your whole policy

## K. Authority to Renew

If **we** are willing to continue providing cover and **we** advise **you** before **your** policy's renewal date of **our** renewal terms, **you** authorise **us** to renew this **policy** and any subsequent **policy** on expiry, in accordance with **our** renewal terms at that time, unless **you** advise **us** otherwise before the renewal date.

## 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 **your** 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 **your policy** may be forfeited.

In these circumstances, condition **J. 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** will not provide any cover or be liable to provide any indemnity, payment or other benefit under this policy where doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the **period of insurance** **we** may cancel this policy immediately by giving **you** written notice at **your** last known address. If **we** cancel the policy **we** will refund premiums already paid for the remainder of the current **period of insurance**, provided no claims have been paid or are outstanding.

## Exceptions which apply to your whole policy

### A. Use and driving

**We** will not cover any claim if **your car** or of any **temporary hire 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.

This does not apply to claims under Sections 2, 3 or 4 if **your car** is in the care of:

- a garage or similar motor trade organisation for servicing or repair; or
- a hotel, restaurant or car parking service for the purpose of parking

### B. Liability which results from an agreement

**We** do not cover any liability which results only from an agreement **you** have made.

### 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, 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 1.

### 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.

# Exceptions which apply to your whole policy

## H. Rallies, competitions, 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; or
- on a prepared course.

## I. 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**.

## J. Driving under the influence of alcohol or drugs

Save to the extent required under the Road Traffic Act **we** do not cover any loss, damage or liability arising from an incident if, as the result of the incident, **you** or anyone insured under **your policy** is convicted of driving whilst under the influence of alcohol or drugs. **We** reserve the right to recover from **you** any amounts which **we** pay before such conviction or which **we** are required to pay.

## 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. We also provide insurance services in partnership with Police Mutual.

### 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).

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 either 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.

# How we use your Information

## 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.

# How we use your Information

## 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.

## How we use your Information

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 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](mailto: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](mailto: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



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