



# TRANSPORT & LOGISTICS

Policy





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

**WE WOULD REMIND YOU THAT YOU ARE REQUIRED TO INFORM US WITHOUT UNDUE DELAY OF ANY FACTS OR CHANGES WHICH WE WOULD TAKE INTO ACCOUNT IN OUR ASSESSMENT OR ACCEPTANCE OF THIS INSURANCE FAILURE TO DO SO MAY INVALIDATE YOUR POLICY OR RESULT IN CERTAIN COVERS NOT OPERATING FULLY IF YOU ARE IN ANY DOUBT AS TO WHETHER A FACT IS MATERIAL OR NOT PLEASE CONTACT YOUR INSURANCE ADVISER**

RSA Insurance Ireland DAC (herein called the Insurer) and the Policyholder agree that

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

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

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

Underwritten by  
RSA Insurance Ireland  
DAC

### **Law Applicable**

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

The parties have agreed that any legal proceedings between them in connection with this contract will only take place in the courts of the part of the United Kingdom in which the Policyholder is based, or, if the Policyholder is based in either the Channel Islands or the Isle of Man, the courts of whichever of those two places in which the Policyholder is based.

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## Definitions

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

### Accessories

means audio visual recording or reproduction equipment and communications or navigation equipment permanently fitted to the Insured Vehicle wagon sheets and tarpaulins safety equipment for use solely in connection with the Insured Vehicle and manufacturer's tool kit

### Agricultural Vehicle

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

### British Isles

means

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

### Cause of Action

means for the purposes of Section 8 of this Policy the occurrence of an event during the Period of Insurance within the Territorial Limits which causes loss of or accidental damage to the Insured Vehicle loss of or accidental damage to any personal property while it is in or on the Insured Vehicle and which belongs to the Insured or for which the Insured is legally responsible accidental bodily injury to the Insured while in the Insured Vehicle or getting into or out of the Insured Vehicle Where there is a series or continuance of events the relevant date of the Cause of Action will be that of the first event

### Certificate of Motor Insurance

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

The Certificate of Motor Insurance

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

### Endorsement

means an amendment to the Policy

### Goods Carrying Vehicle

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

### Hire Car

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

### Insured

means for the purposes of Section 8 of this Policy the firm company or individual named in the Policy Schedule any of their employees directors or partners and any person authorised to drive or be a passenger in or on an Insured Vehicle other than passengers in a Mini Bus Motor Coach or Hire Car

### Insured Vehicle

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

for the purposes of Section 7 of this Policy the expression 'any motor vehicle' above is replaced by 'any Motor Car or Goods Carrying Vehicle with a gross vehicle weight not exceeding 3.5 tonnes'

### Insurers

means RSA Insurance Ireland DAC

### Legal Expenses

means for the purposes of Section 8 of this Policy the legal fees and other expenses reasonably and properly incurred by the Insured in connection with Legal Proceedings including payments made by the Legal Representative on the Insured's behalf and costs which the Insured is required to pay by the order of a court tribunal arbitrator or by agreement with the Service Provider

### Legal Proceedings

means for the purposes of Section 8 of this Policy the civil tribunal or arbitration proceedings and any resulting appeals issued within the Territorial Limits arising out of a Cause of Action

### Legal Representative

means for the purposes of Section 8 of this Policy the solicitor or other appropriately qualified person or firm appointed to act for the Insured

### Mini Bus

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

### Motor Car

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

### Motor Coach

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

### **Motor Cycle**

means any motor cycle moped or motor cycle and sidecar

### **Period of Insurance**

means

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

### **Policy**

means the documents consisting of

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

### **Policy Schedule**

means the document which describes any details specific to the Policyholder

### **Policyholder**

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

### **Replacement Vehicle**

means the vehicle supplied by the Supplier under the terms and conditions of Section 7 of this Policy to replace an Insured Vehicle

### **Service Provider**

means for the purposes of section 8 of this Policy a third party service provider approved by the Insurers for the provision of an uninsured loss recovery service

### **Special Type**

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

### **Statement of Fact or Proposal Form**

The document setting out information provided by the Policyholder or representative as being relevant to the cover applied for and assumptions the Insurer has made about factual circumstances relevant to the cover and which are confirmed by the Policyholder as true and correct

### **Supplier**

for the purposes of Section 7 of this Policy the Supplier is an organisation in the UK with which the Insurers have an agreement for the provision of Replacement Vehicles

### **Territorial Limits**

means

- a) British Isles
- b) any other member country of the European Union
- c) Croatia Iceland Liechtenstein Norway or Switzerland
- d) any other country in respect of which the Insurers agree to provide cover following a request by the Policyholder but only for the period agreed by the Insurers

and in the course of transit (including processes of loading and unloading) by rail or water within or between any of these territories provided this transit is by a commercial carrier and is not a longer duration than 65 hours in normal conditions

### **Terrorism**

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

### **Trade Plate**

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

### **Trailer**

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

## Insurance Provided

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

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

### **Comprehensive**

Sections 1 to 6 inclusive

Section 7

Section 8

### **Third Party Fire and Theft**

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

Sections 2 to 6 inclusive

Section 7

Section 8

### **Third Party Only**

Sections 2 to 6 inclusive

Section 8

## Section I - Loss of or Damage to the Insured Vehicle

### A Cover

#### Comprehensive Cover

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

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

#### Better Vehicle Cover

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

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

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

Provided that

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

#### Loss or Theft of Keys

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

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

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

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

### B Extensions

#### 1 Extension of cover

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

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

#### 2 Recovery and Redelivery

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

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

#### 3 Hiring and other Agreements

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

#### 4 Authority to Repair the Insured Vehicle

Following damage insured by this Policy the Policyholder may authorise the repair of the Insured Vehicle provided that the Insurers are notified without undue delay

### C Exclusions

#### Exclusions to Section I

The Insurers shall not be liable for

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

This Exclusion shall not apply to loss or damage

- i) resulting from fire lightning explosion theft or attempted theft or the taking away of an Insured Vehicle without the consent of the Policyholder



## Exclusions to section I continued

- ii) to the windscreen or windows where this is the only damage to the Insured Vehicle other than scratching of bodywork resulting from the breakage
  - iii) where the Insured Vehicle is an Agricultural Vehicle
- 2 loss or damage due to the theft or attempted theft occurring while the Insured Vehicle is left unlocked with the ignition key inside the vehicle
  - 3 loss of use depreciation wear & tear mechanical electrical electronic or computer breakdowns breakages or failures
  - 4 loss resulting from deception by a purported purchaser or his agent
  - 5 damage to tyres by application of brakes or by punctures cuts or bursts
  - 6 loss or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

## Section 2 - Liability to Third Parties

### A Cover

#### Sub-Section 1 - Indemnity to Policyholder

The Insurers will indemnify the Policyholder in respect of legal liability incurred for damages and respect of accidental

- a) death of or bodily injury to any person
- b) loss of or damage to material property provided that the Insurers' liability shall not exceed £1,000,000 or such greater sum as may be compulsorily insurable in the country in which the insured event occurs in respect of any one claim or number of claims arising out of one cause In the event of such damage being caused by a Motor Car this limit is amended to £20,000,000
- c) stoppage of or interference with pedestrian vehicular rail air or waterborne traffic or escape or discharge of any substance or gas up to a limit of £1,000,000 any one claim or number of claims arising out of one cause

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

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

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

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

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

- a) any person permitted to drive the Insured Vehicle under the terms of the Certificate of Motor Insurance
- b) any person using but not driving the Insured Vehicle for social domestic and pleasure purposes with the Policyholder's permission
- c) any passenger in the Insured Vehicle other than the driver
- d)
  - i) any principal with whom the Policyholder has an agreement
  - ii) any hirer of the Insured Vehicle other than under a hire purchase agreement

provided that the Insurers shall not be liable in respect of liability arising from the act default or neglect of the principal/hirer his servant or agent

- e) the personal representatives of any person entitled to indemnity under this Section in respect of liability incurred by that person

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

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

#### Sub-Section 3 - Cross Liabilities

If the Policyholder comprises more than one party which in the case of a partnership includes each individual partner

the Insurers will indemnify each in the terms of this Policy against liability incurred to the other as if such other was not included as a Policyholder

#### Sub-Section 4 - Unauthorised Movement

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

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

#### Sub-Section 5 - Contingency Cover

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

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

#### Sub-Section 6 - Towing Disabled Vehicles

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

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

### B Exclusions

#### Exclusions to Section 2

The Insurers shall not be liable

- a) for liability arising from the loading or unloading beyond the limits of any carriageway or thoroughfare by any person other than the driver or attendant of the Insured Vehicle
- b) for death of or bodily injury to any person arising out of and in the course of such person's employment by the person claiming indemnity under this Section except as is required by any road traffic legislation
- c) to indemnify any person driving unless that person holds a licence to drive the Insured Vehicle or has held and is not disqualified from holding or obtaining such a licence

## Exclusions to section 2 continued

- d) to indemnify any person not driving but claiming indemnity if to his knowledge the person driving does not hold a licence to drive the Insured Vehicle unless he has held and is not disqualified from holding or obtaining such a licence
- e) to indemnify any person other than the Policyholder if that person is entitled to indemnity under any other policy
- f) for damage to any motor vehicle in connection with which indemnity is provided by this Section
- g) for damage to property owned by or in the custody or control of
  - i) the Policyholder or any person claiming indemnity under this Section or
  - ii) any person in the service of the Policyholder or any person claiming indemnity under this Section where the property is in the custody or control of that person by virtue of that service
- h) for damage to property being conveyed by the Insured Vehicle
- i) for liability arising out of
  - i) the operation as a tool of the Insured Vehicle or attached plant
  - ii) the distribution or escape of livestock liquids gases or other substances (but not motor fuel lime or fertilisers) from any Agricultural Vehicle unless such escape arises out of the collision or impact of such vehicle with any object or the overturning of such vehicle

except as is required by any road traffic legislation
- j) for any liability of whatsoever nature directly caused by or contributed to by or arising from the Insured Vehicle while in or on that part of any airport airfield or military installation provided for
  - i) the take-off or landing of aircraft or the movement of aircraft on the ground
  - ii) aircraft parking including any associated service roads refuelling areas ground equipment parking areas aprons maintenance areas and hangars

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

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

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

## Section 3 - Trailers

### A Cover

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

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

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

#### Contingent Liability Cover for Trailers

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

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

### B Exclusions

#### Exclusions to Section 3

The Insurers shall not be liable

- a) under Paragraph A c) of this Section for Trailers with plant permanently attached while the Trailer is detached from or disconnected from the towing vehicle
- b) if the Insured Vehicle to which an insured Trailer is attached is drawing a greater number of Trailers than is permitted by law
- c) for the first £250 of a theft or attempted theft claim arising from an insured Trailer which is detached from and which does not remain in the vicinity of the towing vehicle

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

## Section 4 - Special Provisions

### A Customs Duty

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

### B Other Charges

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

Provided always that

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

### C Spanish Bail Bond

No longer required

### D Personal Clothing and Effects

If personal clothing or effects are lost or damaged by fire theft attempted theft or accident while in or on the Insured Vehicle the Insurers will indemnify the Policyholder or if the Policyholder so wishes the owner of the property by paying in cash the amount of the loss or damage up to the amount of £250 in all for any one occurrence

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

Provided always that

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

### E Medical Expenses

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

### F Emergency Treatment

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

### G Unauthorised Use

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

### H Motor Car Sharing

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

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

### I Personal Accident

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

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

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

### J Emergency Overnight Accommodation

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

### K Temporary Replacement Vehicle

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

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

## Section 5 - General Exclusions

The Insurers shall not be liable in respect of

### Exclusion A - Use and Driving

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

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

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

### Exclusion B - Rallies Competitions and Motor Trials

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

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

### Exclusion C - Contractual Liability

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

### Exclusion D - Trade Plate

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

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

### Exclusion E - Radioactive Contamination

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

- a) ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

- b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

### Exclusion F - War

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

### Exclusion G - Riot and Civil Commotion

any consequence of riot or civil commotion occurring in Northern Ireland

This Exclusion does not apply to Section 2

### Exclusion H - Terrorism

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

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

- a) the amount of £1,000,000
- b) such greater sum as may be required by any road traffic legislation in the country in which the insured event occurs

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

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

## Section 6 - Conditions

### Condition A - Compliance with Policy Terms

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

### Condition B - Reasonable Precautions

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

### Condition C - Claims Procedures and Requirements

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

### Condition D - Insurers' Rights

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

### Condition E - Non-Contribution

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

### Condition F - Right of Recovery

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

### Condition G - Application of Limits of Liability

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

### Condition H - Declaration and Premium Adjustment

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

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

### Condition I - Disclosure Requirement - Type of Vehicle

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

### Condition J - Cancellation

This Policy may be cancelled

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

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

### Condition K - Non- payment/Consumer Credit Termination Clause

The Insurers reserve the right to terminate the Policy in the event that there is a default in instalment payments due under a linked loan agreement. The Policyholder must return to the Insurers the current Certificate of Motor Insurance if the Insurers cancel the Policy.

### Condition L - Motor Insurance Database

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

### **Condition M - Provision of False Information**

If the Policyholder or anyone acting on behalf of the Policyholder have knowingly provided the Insurers with false information which has affected the assessment of the †Insurers of any of the following:

- a) the eligibility for this insurance Policy
- b) the terms and conditions applying to this policy
- c) the insurance premium
- d) any claim under this Policy

This Policy may be deemed to be invalid from the date such information was provided to the Insurers and all benefits under this Policy may be forfeited.

In these circumstances the Insurers may require the Policyholder to repay any amounts the Insurers have paid by way of benefit or have been obliged to pay on behalf of the Policyholder



## Section 7 - Replacement Vehicles

If an Insured Vehicle is lost or damaged and

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

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

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

The Policyholder will be liable for

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

### **Availability of Replacement Vehicles**

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

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

### **Exclusions**

Exclusions to section 7

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

## Section 8 - Uninsured Loss Recovery

### A Cover

- 1 The Service Provider will use all reasonable endeavours to recover uninsured losses for the Insured arising from a Cause of Action
- 2 The Insurers will cover the Insured following a Cause of Action for Legal Expenses incurred by the Insured and the Legal Representative in respect of the pursuit of Legal Proceedings
- 3 The Insurers will pay up to a maximum of £50,000 in total for all Insureds in respect of any one incident

### B Exclusions

#### Exclusions to Section 8

The Service Provider will not attempt recovery of uninsured losses notified to the Insurers or the Service Provider more than 180 days after the Cause of Action arose

In addition the Insurers do not cover

- 1 Legal Expenses in respect of Legal Proceedings where the Insurers or the Service Provider are notified of a claim under this Section more than 180 days after the Cause of Action arose
- 2 Legal Expenses where the Cause of Action arose prior to the commencement of cover provided by this Section
- 3 Actions taken in constitutional international or supranational courts or tribunals
- 4 Legal Expenses for Legal Proceedings commenced by the Insured before the appointment of the Legal Representative by the Service Provider
- 5 Amounts incurred before the Insurers or the Service Provider accept the claim in writing unless otherwise agreed by the Insurers or the Service Provider
- 6 Legal Expenses incurred as a result of delays by the Insured which in the opinion of the Service Provider are prejudicial to the case
- 7 The Service Provider's legal expenses which become payable as a result of the withdrawal from Legal Proceedings by the Insured without the Service Provider's consent. The Insurers will be entitled to recover from the Insured any sums paid during the course of the Legal Proceedings as a result of this withdrawal
- 8 Expenses of an expert witness unless the Service Provider has given written approval before the appointment of such witness
- 9 Any claim in respect of any Legal Expenses relating to any other party bringing a claim or counter claim against the Insured
- 10 Any claim arising solely out of any contract entered into by the Insured

### C Conditions

#### Conditions for Section 8

##### 1 Information about the Claim

The Insured must complete a claim form and forward it to the Service Provider as soon as they are aware of any claim. The Insured must keep the Service Provider informed of all developments connected with the claim including any offer or payment into court to settle the dispute. The Service Provider will have access to all information documentation or evidence whether or not legally privileged.

##### 2 Representation

Having received notification of a claim from the Insured the Service Provider may make an investigation into the dispute and attempt to achieve a fair settlement using an external representative where they consider it necessary. The Insured has the right to nominate a solicitor or other appropriately qualified person or firm to act as a Legal Representative in any Legal Proceedings. The solicitor person or firm will be appointed by the Service Provider in the name of and on behalf of the Insured. In nominating the solicitor person or firm to act as a Legal Representative the Insured will be subject to the Common Law duty to mitigate the amount of Legal Expenses. Any dispute arising from the Insured's choice of the solicitor person or firm to act as a Legal Representative may be referred to arbitration in accordance with Condition 8 of this Section.

##### 3 Conflict of Interest

If at any time during the conduct of the claim the Insurers or the Service Provider become aware of a potential conflict of interest the Insured will be informed in writing and has the right to nominate a solicitor or other appropriately qualified person or firm to act as a Legal Representative to take over the conduct of any action. The solicitor person or firm will be appointed by the Service Provider in the name of and on behalf of the Insured.

##### 4 Control of the Claim

The Service Provider will have control of the claim in consultation with the Legal Representative and the Insured must follow their reasonable advice.

The Insured must not commence Legal Proceedings without the Service Provider's written consent. The Service Provider will not unreasonably withhold their consent.

The Insured will give proper assistance without undue delay and co-operate fully with the Insurers the Legal Representative and any counsel which has been appointed by the Legal Representative.

The Insured must keep the Service Provider or the Legal Representative informed of all developments without undue delay after these developments arise. If in any Legal Proceedings the Insured's claim is not successful and the Insured intends to appeal then the Insured must notify the Service Provider or the Legal Representative in writing not later than either

- a) 14 days before the time for making an appeal expires or
- b) without undue delay where the period of appeal is 14 days or less

The Legal Expenses of the appeal are covered if the Service Provider and the Legal Representative agree that there are reasonable prospects of such an appeal succeeding

#### 5 Reasonable Prospects

The Insurers will pay the Insured's Legal Expenses provided there are reasonable prospects that the claim or the Legal Proceedings will achieve the remedy or result sought by the Insured

If at any time the Service Provider or the Legal Representative consider that the claim or Legal Proceedings do not have such prospects the Service Provider will advise the Insured in writing and notify the Insured that the Insurers' liability to pay any further Legal Expenses will cease 14 days after the Insured receives the notice unless the Service Provider has given written consent. The Service Provider will not unreasonably withhold their consent where to do so is likely to prejudice the claim or Legal Proceedings

#### 6 Option to Reimburse

Where in the reasonable opinion of the Service Provider the Insured would suffer no detriment the Service Provider may elect to pay the Insured for the value of goods or services or the claim for damages or uninsured losses

#### 7 Early Settlement

The Insured must inform the Service Provider without undue delay of any offer or payment into court which has been made with a view to settling the claim

The Insured must not make or authorise any offer to settle the claim which would result in the payment of Legal Expenses without the Service Provider's consent. The Service Provider will not unreasonably withhold their consent

If any offer or payment into court is not accepted by the Insured and the amount of this offer or payment is equal to or greater than the total damages which the Insured is eventually awarded the Insurers will have no liability in respect of Legal Expenses which were incurred after the date of such offer or payment into court unless the Service Provider agreed to the continuation of the proceedings

#### 8 Arbitration

The Insured has the right to refer any dispute with the Service Provider in respect of this Section to arbitration. The Service Provider also has the right to refer any dispute with the Insured to arbitration. The single arbitrator will be either a solicitor or barrister agreed upon by both parties or failing agreement one who is nominated by the President of the appropriate Law Society or by the Bar Council within the British Isles. The unsuccessful party in the arbitration will be responsible for all costs and expenses incurred. If a decision is made in the Service Provider's favour the Insured's costs are not recoverable under this Section. The Service Provider will give written notification to the Insured of this right if any such dispute develops and the Insured must inform the Service Provider in writing that he or she wishes to exercise this option. The arbitration procedure does not prevent the Insured from referring the matter to the courts

#### 9 Accounts and Level of Expenses

The Insured or the Legal Representative must submit to the Service Provider all accounts for Legal Expenses without undue delay after their receipt. The Service Provider may require the Legal Representative to have the Legal Expenses taxed, assessed or audited

#### 10 Other Insurance

Where a claim is covered under this Section and this claim is covered by another insurance the Insurers will only pay their rateable proportion

#### 11 Exercising the Rights of the Policyholder on Behalf of the Policyholder

If the Insurers or our Service Provider ask the Policyholder or any other permitted user making a claim must at any time

- a) take or
- b) allow the Insurers or the Service Provider to take in the name of the Policyholder or the name of the permitted user

all the steps needed to enforce the rights of the Policyholder or those of the permitted user against any other person including the defence or settlement of any claim or the pursuit of a claim in any person's name

The Insurers will pay any reasonable costs and expenses involved

## Complaints Procedure

Our focus is on the delivery of optimum service to all of our customers but we recognise that things may go wrong occasionally. We take any complaint we receive seriously and aim to resolve our customers' problems promptly.

If you do have cause to complain:-

- (a) Your complaint will be acknowledged promptly
- (b) Once a full investigation of your concerns has been made, we will respond with a decision

Most of our customers' concerns can be resolved quickly but sometimes more detailed enquiries are needed. If this is the case, we will contact you with an update and give you an expected date of response.

If you remain unhappy with the decision you receive from us you can refer the matter to the Financial Ombudsman Service (FOS). You must do this within 6 months of the final response.

The FOS will only consider your complaint if you have given us the opportunity to resolve if you are a private individual or considered to be a "micro-enterprise".

A "micro-enterprise" is any person or firm, irrespective of legal form, which is engaged in an economic activity that:

- Employs fewer than 10 persons; and
- Has a turnover or annual balance sheet that does not exceed €2 million

Please follow the steps below. If, however, we do not resolve your complaint within 8 weeks, the FOS will accept a direct referral.

Whilst we are bound by the decision of the FOS, you are not. Following the complaint procedure does not affect your right to take legal action.

Please follow this procedure if you are dissatisfied:-

1. In the first instance contact your Insurance Broker with your concerns.  
You can write or telephone, whichever suits you and ask your contact to review the problem
2. If you remain unhappy with the decision you receive, please write with full details including policy number and/or claim number to:-  
  
The Head of Compliance  
RSA Northern Ireland Insurance Ltd  
Law Society House  
Victoria Street  
Belfast  
BT1 3GN
3. If you are not satisfied with the way your complaint has been handled you can refer your complaint to the Financial Ombudsman Service.

If you are still unhappy and you feel the matter has not been resolved to your satisfaction please contact the FOS at:-

Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR  
Tel 0300 123 9 123 or [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

# Customer information

## How we use your Information

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

### Who we are

This product is underwritten by RSA Insurance Ireland DAC.

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

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

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

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

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

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

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

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

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

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

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

### Sensitive Information

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

### Fraud prevention agencies

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

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

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

Please contact the Data Protection Liaison Officer at the address below if you want to receive details of the relevant fraud prevention agencies. We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

### **Claims History**

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

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

### **Financial or Trade Sanctions**

RSA Northern Ireland Insurance Limited is unable to provide insurance in circumstances where to do so would be in breach of any financial or trade sanctions imposed by the United Nations or any government, governmental or judicial body or regulatory agency.

### **How to contact us**

On payment of a small fee, you are entitled to receive a copy of the information we hold about you. If you have any questions, or you would like to find out more about this notice you can write to: Data Protection Liaison Officer, RSA Northern Ireland Ltd, Law Society House, 90-106 Victoria Street, Belfast BT1 3GN.

### **Motor Insurance Database**

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

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

Persons (including his or her appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.

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

RSA Insurance Ireland DAC is registered in Ireland under number 148094 with registered office at RSA House, Dundrum Town Centre, Sandymount Road, Dublin 16, Ireland and regulated by the Central Bank of Ireland.