



Fleet cover driven by you

Mini Fleet



Helpline Service

Available 24 hours each day, 7 days every week, all year round.

This helpline service is provided which You may use while this Policy is in force.

ARAG will not accept responsibility if the telephone helpline services operated by them are unavailable for reasons they cannot control.

Eurolaw Commercial Legal and UK Tax Advice

0330 041 3760

Unlimited access, over the telephone, to a team of legal advisors for confidential legal advice on any commercial legal problem affecting the Business such as:

- employment
- VAT
- prosecution
- contract disputes
- landlord and tenant disputes
- motor-related issues.

Eurolaw Commercial Legal advice can only be offered in respect of matters subject to the laws of and within the jurisdiction of courts or tribunals of:

- the United Kingdom
- the Isle of Man and the Channel Islands
- any member state of the European Union
- Switzerland and Norway.

Wherever possible, the Legal Advice helpline aims to provide immediate advice from a qualified legal advisor. However, if this is not possible, ARAG will arrange a call back at a time to suit You.

ARAG's legal advisors provide advice on the laws of England and Wales 24 hours a day, seven days a week, 365 days a year. Where advice is sought in an area of law beyond this jurisdiction or in respect of very specialist matters, ARAG will refer You to one of their specialist advisors. This will include European law and certain areas of law for Scotland and Northern Ireland.

Specialist advice is provided 9am–5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, ARAG will call You back.

ARAG offer confidential advice over the phone on any tax matters affecting the Business, under the laws of the United Kingdom.

Tax advice is provided by tax advisors 9am–5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, ARAG will aim to call You back the next working day between 9am and 5pm.

This helpline is provided on Our behalf by ARAG Legal Expenses Insurance Company Limited (ARAG). Calls may be recorded.

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Mini Fleet Policy

NIG policies are underwritten by Royal & Sun Alliance Insurance Ltd. We will provide the insurance described in this Policy (subject to the terms, definitions, conditions, clauses and exclusions) for the Period of Insurance, which consists of individual Sections. The Policy should be read in conjunction with the Schedule which confirms the Sections You are covered for.

General Definitions

These definitions apply to this Policy. In addition, other more specific definitions apply under some of the Policy Sections and are stated in those Policy Sections.

Any word or expression to which a particular meaning has been given in the General Definitions in this Policy or in the Definitions within the Sections of this Policy shall have that meaning wherever it appears when commencing with a capital letter in this Policy or the relevant Section respectively.

Accessory/Accessories

- a parts or products specifically designed to be permanently fitted to a Motor Vehicle or Trailer and have no independent power source;
- b cables and batteries for electrically powered Motor Vehicles;
- c any charger for electrically powered Motor Vehicles, installed at Your address stated in the Schedule or (if supplied by You) at any of Your employees' home address.

Approved Windscreen and Glass Supplier

A supplier as listed under the Approved Windscreen and Glass Supplier section found at www.nig.com/claims

Business

The business as stated as the Business Description in the Schedule.

Certificate(s) of Motor Insurance

The document provided that evidences that You have taken out the insurance You must have by law. It identifies who can drive a Motor Vehicle and the purposes for which a Motor Vehicle can be used.

Damage

Accidental loss, destruction or damage.

Excess

The first part of each and every claim applicable to each Motor Vehicle, in respect of Damage arising out of any one original cause.

Endorsed Excess

Any Excess which is applied by endorsement and stated in the Schedule.

Experienced Driver Excess

An Excess which is applicable to persons holding for a period of at least 1 year a full licence and who are 25 years of age or older.

Inexperienced Driver Excess

An Excess which is applicable to persons holding a provisional licence or who have not held for a period of 1 year a full licence or who are 21 years of age or over but under 25 years of age.

Keys

Any device used to open a lock including, but not restricted to, any electronic device key card or remote-control transmitter.

Misfuelling

The accidental filling of the fuel tank with the wrong type of fuel for a Motor Vehicle.

Motor Vehicle

Any motor vehicle owned by You or in Your custody or control (including any Specified Vehicle(s) stated in the Schedule and any Accessories) as stated under Vehicle Description/Registration Mark in Your Certificate(s) of Motor Insurance and falling within one of the Vehicle Types described below:

Vehicle Types:

Commercial Vehicle

Any vehicle manufactured and used, to carry goods for Your Business purposes (other than an Agricultural Vehicle).

Motor Car

Any passenger carrying vehicle with no more than seven seats (including the driver).

Special Type

Any vehicle which is manufactured to operate primarily as a tool of trade which is not a passenger carrying vehicle.

This Definition excludes:

- i any vehicle registered outside of the Territorial Limits;
- ii any privately owned motor vehicle not owned by You and not in Your custody or control unless agreed otherwise by Us;
- iii any motor vehicle running on rails or cables; or
- iv any motor vehicle not running on terra firma.

Period of Insurance

- a The period beginning with the Effective Date and ending with the Expiry Date (both stated in the New Business Schedule or latest effective Renewal Schedule as applicable); and
 - b any subsequent period,
- for which You shall pay and We shall agree to accept Your premium.

Policy

This policy including the Sections, the Schedule and Your Certificate(s) of Motor Insurance, all of which should be read together as one contract.

Schedule

The schedule applicable to this Policy.

Trailer

Any non-self-propelled vehicle with two or more wheels (including Accessories), which is manufactured to be towed by a motor vehicle and owned by You or in Your custody or control.

Territorial Limits

The United Kingdom, the Channel Islands and the Isle of Man (or during transit by sea between any ports therein including loading or unloading).

We/Us/Our

Royal & Sun Alliance Insurance Ltd trading as NIG and/or such other authorised insurer as Royal & Sun Alliance Insurance Ltd may contract to underwrite any part of this Policy.

You/Your

The person, persons, Limited Liability Partnerships or Limited or Public Limited Company, stated as the Insured Name in the Schedule and, the Policyholder stated upon Your Certificate(s) of Motor Insurance.

General Conditions

These Conditions apply to this Policy. You must comply with these Conditions.

Where additional Conditions apply to a specific Section of this Policy, they are stated under that Section.

1 Fair Presentation of the Risk

- a** You have a duty to make to Us a fair presentation of the risk before:
 - i** the inception of this Policy;
 - ii** an alteration made to this Policy, concerning changes in the risk which are relevant to the proposed alteration; and
 - iii** the renewal of this Policy; and
- b** In the event of a breach of such duty, if the breach is:
 - i** deliberate or reckless, We may:
 - a** in relation to an alteration made to this Policy, (notwithstanding the references to notice period and the refunding of premiums in General Condition 5 b) by notice to You in writing at Your last known address treat this Policy as cancelled with effect from the time when the alteration was made and retain any premiums paid;
 - b** in relation to the inception or renewal of this Policy, avoid this Policy and refuse all claims and retain any premiums paid;
 - ii** neither deliberate nor reckless and We would not have:
 - a** in relation to an alteration made to this Policy, agreed to the alteration on any terms, We may treat this Policy as if the alteration was never made, but in that event We:
 - i** will return any extra premium paid; or
 - ii** may (where the total premium was reduced as a result of the alteration), reduce proportionately the amount to be paid on a claim arising out of events after the alteration.

We will pay on such claim a percentage of what We would otherwise have been liable to pay (whether on the original terms, or as varied), based on the total premium actually charged compared to the original premium charged; or
 - b** entered into this Policy on any terms, We may avoid this Policy and refuse all claims but will return any premiums paid; or

iii neither deliberate nor reckless and We:

- a** would have entered into this Policy or agreed to the alteration made to this Policy, but on different terms (other than terms relating to the premium), this Policy or the alteration (as applicable) will be treated as if it had been entered into on those different terms if We so require; and
- b** in respect of an alteration made to this Policy:

- i** would have agreed to the alteration, but would have charged an increased premium by more than We did or (in the case of an unchanged premium) would have increased the premium, We may reduce proportionately the amount to be paid on a claim arising out of events after the alteration.

We will pay on such claim a percentage of what We would otherwise have been liable to pay (whether on the original terms, or as varied, or under the different terms provided for by virtue of item **b iii a** above), based on the total premium actually charged compared to the premium that We would have charged;

- ii** (where the total premium was reduced as a result of the alteration), would have agreed to the alteration and We would have increased the premium, would not have reduced the premium, or would have reduced it by less than We did, We may reduce proportionately the amount to be paid on a claim arising out of events after the alteration.

We will pay on such claim a percentage of what We would otherwise have been liable to pay (whether on the original terms, or as varied, or under the different terms provided for by virtue of item **b iii a** above), based on the total premium actually charged compared to the original premium if We would not have changed it, and otherwise the increased or (as the case may be) reduced total premium We would have charged.

- c** would have entered into this Policy (whether the terms relating to matters other than the premium would have been the same or different), but would have charged a higher

premium, We may reduce proportionately the amount to be paid on a claim.

We will pay on such claim a percentage of what We would otherwise have been liable to pay (making provision for any different terms referred to in item **b iii a** above), based on the premium actually charged compared to the higher premium.

- c** We shall be entitled to vary the premium and any terms in respect of any ongoing acceptance of cover (where agreed by Us), in relation to a breach of the duty to make to Us a fair presentation of risk.

2 Reasonable Precautions

It is a condition precedent to Our liability that You must take all reasonable precautions to:

- a** prevent or minimise accident, injury, loss, destruction or damage;
- b** keep a Motor Vehicle in an efficient, safe and roadworthy condition;
- c** ensure that all software, program code, program instructions and/or security patch update(s) in respect of a Motor Vehicle are installed and kept up to date, as soon as reasonably possible following notification to do so by the vehicle manufacturer or the software manufacturer or provider; and
- d** ensure that windscreen recalibration in respect of a Motor Vehicle is undertaken by a qualified technician as soon as reasonably possible when required to do so.

3 Change of Risk or Interest

- a** It is a condition precedent to Our liability that You shall immediately notify Us if any alteration be made in respect of the following:

- i** if the owner of a Motor Vehicle changes;
- ii** if there are any changes required to:
 - a** the driving or use allowed by Your Certificate(s) of Motor Insurance; or
 - b** an age of driver restriction on Your Policy;
- iii** if there is a change of address or occupation; or
- iv** if there are any changes to a Motor Vehicle's standard specification, including optional extras, so that it differs from the manufacturer's original factory specification,

other than in accordance with **General Condition 1**, at any time after the Effective Date (as stated in the Schedule) of the Period of Insurance.

- b** This Policy shall cease to be in force if:

- i** Your interest in the Business ends, other than by death; or
- ii** the Business is to be wound up or carried on by a liquidator or receiver or permanently discontinued, at any time after the Effective Date (as stated in the Schedule) of the Period of Insurance, unless its continuance be agreed by Us.

In either case this Policy will be cancelled in accordance with **General Condition 5**.

4 Supply of Motor Vehicle Data

- a** You are required to supply Us with details of all Motor Vehicles to be covered by this Policy for entry on the Motor Insurance Database.
- b i** You must also advise Us immediately of any Motor Vehicle that needs to be added to the Policy (including any temporary Motor Vehicle) or deleted from the Policy.
- ii** A proportional premium will be charged or refunded based on the number of days cover, added or removed. A short period charge will be applied for any temporary Motor Vehicles.

5 Cancellation

- a** Your Cancellation Rights

- i** This Policy may be cancelled by You within 14 days of receipt of this Policy (this is known as the "cooling off" period). We will refund the full amount of premium paid by You. If a claim has been made or an incident notified to Us that could give rise to a claim during the "cooling off" period, this Policy will be treated by Us as in force and no refund of premium will be made.
- ii** If You elect to cancel this Policy after the "cooling off" period has expired but still during any Period of Insurance, You must give 14 days' notice in writing to Your broker, intermediary or agent. You will be entitled to a proportionate refund of premium based on the number of days remaining in the Period of Insurance, unless a claim (other than under Section 8 Windscreen or Window Damage) has been made (or an incident notified to Us that could give rise to a claim) during the Period of Insurance when no refund of premium for the Period of Insurance will be made.
- iii** Where You pay premiums by instalments, any amount of premium refunded under this General Condition will be reduced by any unpaid premiums or instalments due at the time of cancellation.

Where no refund is due You must pay to Us all instalment payments that have already fallen due under the credit agreement and remain unpaid, together with the total remaining balance under the credit agreement. If we agree to pay Your claim and You have not settled the outstanding premium balance, We may reduce the amount that We pay in settlement of Your claim by the amount You owe Us or We may write to You asking You for full payment.

b Our Right to Cancel

- i** We may cancel this Policy (or any Section of it) at any time and in any Period of Insurance by giving a minimum of 14 days' notice in writing to You at Your last known address.
- ii** If We cancel this Policy then You will be entitled to a proportionate refund of premium, based on the number of days remaining in the Period of Insurance, unless a claim (other than under Section 8 Windscreen or Window Damage) has been made (or an incident notified to Us that could give rise to a claim) during the Period of Insurance when no refund of premium will be made.
- iii** Where You pay premiums by instalments, any amount of premium refunded under this General Condition will be reduced by any unpaid premiums or instalments due at the time of cancellation. Where no refund is due You must pay to Us all instalment payments that have already fallen due under the credit agreement and remain unpaid, together with the total remaining balance under the credit agreement. If We agree to pay Your claim and You have not settled the outstanding premium balance, We may reduce the amount that We pay in settlement of Your claim by the amount You owe Us or We may write to You asking You for full payment.

In relation to cancellation in any of the circumstances outlined above, if You are a resident of Northern Ireland, Isle of Man or the Channel Islands You must declare to Us that all hard copies of Your Certificate(s) of Motor Insurance have been destroyed and electronic copies deleted.

The total amount of refund to You will be calculated by Us in accordance with the process set out above. The calculation made by Us will be final and binding.

6 Instalments

- a** Notwithstanding **General Condition 5b**, where the premium under this Policy is payable by instalments and You fail to pay one or more instalments, We may

cancel this Policy by giving 7 days' notice to You in writing at Your last known address.

If You are a resident of Northern Ireland, Isle of Man or the Channel Islands You must declare to Us that all hard copies of Your Certificate(s) of Motor Insurance have been destroyed and electronic copies deleted.

- b** Any amount of premium refunded under this General Condition will be reduced by any unpaid premiums or instalments due at the time of cancellation.

The total amount of premium refunded to You will be calculated by Us in accordance with the process set out in **General Condition 5** above. The calculation made by Us will be final and binding.

7 Cross Liabilities

Where You comprise of more than one party, We will treat each party as if a separate Policy had been issued to each, provided that nothing in this General Condition will increase Our liability beyond the amount for which We would have been liable had this General Condition not applied.

8 Choice of Law

You and We may choose which law will apply to this Policy. Unless both parties agree otherwise, English law will apply.

However, if You are resident in Jersey, Guernsey, Alderney or the Isle of Man, the law of the island where You are resident will always apply to Your Policy and any dispute in relation to it will be within the jurisdiction of that island's relevant court.

We have supplied this Policy and other information to You in English and will continue to communicate with You in English.

9 Contracts (Rights of Third Parties) Act 1999

A person or company who is not a party to this Policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

10 Sanctions, Prohibitions or Restrictions

We shall not provide cover or be liable to provide any indemnity or payment or other benefit under this Policy if and to the extent that doing so would breach any Prohibition.

If any Prohibition takes effect during the Period of Insurance, We or You may cancel that part of this Policy which is prohibited or restricted with immediate effect by giving written notice to the other at their last known

address.

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

For the purpose of this General Condition a Prohibition shall mean any prohibition or restriction imposed by law or regulation including but not limited to:

- a** any prohibition or restriction under United Nations resolutions;
- b** any prohibition or restriction under the trade and/or economic sanctions laws and/or regulations of the United Kingdom, the European Union, the United States of America (including secondary sanctions) or any other jurisdiction relevant to the parties; and
- c** any licence requirement and/or regulations in respect of transit and/or export control, under those laws and/or regulations, unless such licence or regulatory approval has been obtained prior to the activity commencing and We have approved the provision of insurance for the activity concerned.

Claims Conditions

These Conditions apply to this Policy. You must comply with these Conditions. Where additional Conditions apply to a specific Section of this Policy, they are stated under that Section.

1 Observance of Terms

Failure to comply with any of the terms and conditions of this Policy where they are material or relevant to any claim will entitle Us to reduce or avoid Your claim.

2 Action by You

It is a condition precedent to Our liability that You shall:

- a** immediately notify Us on the happening of any incident which could result in a claim under this Policy and immediately send to Us every relevant document relating to any impending prosecution, inquest or fatal accident enquiry or civil proceedings;
- b** immediately notify Us of, and deliver to Us at Your own expense, a claim with such detailed particulars and proofs as may reasonably be required by Us and (if demanded by Us) a statutory declaration of the truth of the claim and any matters connected therewith, within:
 - i** 7 days of the event giving rise to the claim, in the case of loss, destruction or damage, caused by riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons;
 - ii** 30 days of the event giving rise to the claim in the case of any other claim, or such further time as We may allow; and notwithstanding items **b i and ii** above, You shall immediately forward any claim by a third party or notice of any proceedings or any other correspondence and information received by You relating to such claim on receipt;
- c** give immediate notification to the police in respect of:
 - i** vandalism; or
 - ii** theft or any attempt thereat,
 in relation to this Policy;
- d** make no admission of liability or offer, promise or payment or provide any services on Our behalf, without Our written consent; and
- e** fully co-operate and produce to Us such books of account or other business books or documents or such other proofs, as may reasonably be required by Us for investigating or verifying the claim.

3 Our Rights

We shall be entitled:

- a** on the happening of any loss, destruction or damage, in respect of which a claim is made under this Policy, and without thereby incurring any liability or diminishing any of Our rights under this Policy, to take possession of, or require to be delivered to Us, any property insured by this Policy and deal with such property for all reasonable purposes and in a reasonable manner;
- b** to have full access at all reasonable times to examine a Motor Vehicle or Trailer;
- c** at Our discretion to take over and conduct in Your name, or any other person, the defence or settlement of any claim and to prosecute at Our own expense and for Our own benefit any claim for indemnity or damages against any other persons in respect of any risk insured by this Policy, and You shall give all information and assistance required by Us; and
- d** to any property for the loss of which a claim is paid under this Policy and You shall execute all such assignments and assurances of such property as may be reasonably required, but You shall not be entitled to abandon any property to Us.

4 Fraudulent Claims

In the event of any claim under the Policy being submitted which in any respect is intentionally exaggerated or fraudulent or if any fraudulent means or devices are used by You or anyone acting on Your behalf to obtain benefit under this Policy, We:

- a** shall not be liable to pay the claim;
- b** may recover from You any sums paid by Us to You in respect of the claim; and
- c** may (notwithstanding the references to notice period and the refunding of premiums in **General Condition 5 b**) by notice to You in writing at Your last known address treat this Policy as having been cancelled with effect from the time of the fraudulent act and may:
 - i** refuse all liability to You under this Policy in respect of any event that gives rise to the liability of Us occurring after the time of the fraudulent act; and
 - ii** retain any premiums paid under this Policy.

5 Subrogation

We shall be subrogated to the Your rights of recovery against the third party. Accordingly, it is a condition precedent to Our liability that any claimant under this Policy shall, at Our request and expense, take and permit to be taken all necessary steps for Us to enforce any rights against any other party in Your name before or after any payment is made by Us.

6 Other Insurances

Unless otherwise stated in this Policy:

- a if at the time of any accident, injury, loss, destruction or damage, which gives rise to a claim, there is any other insurance effected by You or on Your behalf applicable to such accident, injury, loss, destruction or damage, Our liability shall be limited to its rateable proportion thereof; and
- b if any other such insurance is subject to any provision whereby it is excluded from ranking concurrently with this Policy, whether in whole or in part or from contributing rateably, then Our liability hereunder shall be limited to any excess beyond the amount which would have been payable under such other insurance had this policy not been effected.

This Claims Condition does not apply to Section 4 Personal Accident Benefits.

7 Arbitration

If any differences arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference will be referred to an arbitrator in England who will decide the matter in dispute according to English law and will be appointed by the parties in accordance with relevant English statutory provisions for the time being in force. Where such difference is to be referred to arbitration under this Claims Condition, the making of an award will be a condition precedent to any right of action against Us.

8 Provisions of Law and Motor Insurers' Bureau

It is a condition precedent to Our liability that You and/or the person who incurred the liability shall repay Us any sum which we have paid solely because of the law of the country in which this Policy applies and which We would not otherwise have paid. Similarly, You and/or the person who incurred the liability shall repay Us any sum which We have paid solely because of any agreement with the Motor Insurers' Bureau. Such rights of recovery will be pursued against You and/or the person who incurred the liability.

NOTE: Claims Conditions 2, 3, 5, 6, 7 and 8 do not apply to Section 14 Motor Legal Expenses.

General Exclusions

These General Exclusions set out what is not covered under this Policy. Where additional exclusions apply to a specific Section of this Policy, they are set out in that Section.

1 Use of Motor Vehicles

The cover provided by this Policy does not apply when a Motor Vehicle is:

- a being driven by, or in the charge of anyone not covered by Your Certificate(s) of Motor Insurance appropriate to such vehicle;
- b being used for purposes not permitted by Your Certificate(s) of Motor Insurance appropriate to such vehicle;
- c being driven, with Your permission, by anyone who You know does not hold a driving licence or who You know is disqualified from holding or obtaining a licence, unless a licence is not required by law and the person driving is old enough to hold a licence for such vehicle; or
- d being driven by, or in the charge of anyone who holds a provisional driving licence and does not keep to the conditions of that licence.

NOTE: Any cover You have for Damage to a Motor Vehicle continues while such vehicle is being repaired or serviced, by a member of the motor trade.

2 Agreements

This Policy does not cover liability assumed by You or any other person covered by this Policy, under agreement which would not have attached in the absence of such agreement.

3 War, Government Action and Terrorism

This Policy does not cover except so far as is as necessary to meet the requirements of the Road Traffic Acts, any consequence whatsoever directly or indirectly caused by or contributed to by or arising from War, Government Action or Terrorism.

This General Exclusion shall not apply to loss or damage, to property insured by this Policy, where directly or indirectly caused by the detonation of munitions of war, or parts thereof, within one mile of the Motor Vehicle, provided that the presence of such munitions does not result from a state of war current at the time of loss or damage. This exception shall not apply to property which is outside the United Kingdom, the Channel Islands or the Isle of Man.

War shall mean war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to popular rising, military rising, insurrection, rebellion or military or usurped power.

Government Action shall mean martial law, confiscation, nationalisation, requisition or destruction of or damage to property by or under the order of any government or public or local authority or any action taken in controlling, preventing, suppressing or in any way relating to War.

Terrorism shall mean an act or acts (whether threatened or actual) of any person or persons involving the causing or occasioning or threatening of harm of whatever nature and by whatever means made or claimed to be made in whole or in part for political, religious, ideological or similar purposes, or any action taken in controlling, preventing or suppressing or in any way relating to such act or acts.

4 Earthquake, Riot or Civil Commotion

This Policy does not cover (except under Section 2 Liability to Others) any accident, injury, loss, destruction or damage caused by:

- a an earthquake, or
- b riot or civil commotion arising elsewhere than in Great Britain, the Channel Islands or the Isle of Man.

5 Radioactive Contamination

This Policy does not cover any accident, loss, destruction or damage, to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any other costs either directly or indirectly caused by such accident, loss, destruction or damage, or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- a ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
- b the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

6 Jurisdiction

This Policy does not cover any proceedings brought or judgment obtained against You or any person covered by this Policy, in any court outside the United Kingdom, unless such proceedings are brought or judgment is obtained in the court of a foreign country arising out of use of a Motor Vehicle or Trailer in that foreign country, and We have agreed to extend cover under this Policy to cover such foreign use.

7 Cyber Event

Cover under this Policy does not apply to any loss, damage, legal liability, cost or expense caused by:

- a** failure, or partial failure of any computer or computer system
- b** loss or partial loss of any electronic data
- c** repair, replacement or restoration of any electronic data
- d** a Cyber Event

Cyber Event shall mean an unauthorised, malicious or criminal act that creates, or intends to create, an outcome that includes, but is not limited to:

- i** interruption to electronic communications;
- ii** corruption, unauthorised access to, or theft of data;
- iii** hacking or service denial.

Policy Cover

If the Policy Cover stated in the Schedule is:

- **Comprehensive** – all Sections of the Policy apply.
- **Third Party Fire and Theft** – Sections 1A, 2, 3, 5, 9, 10, 11, 12, 13 and 14 apply.
- **Third Party Only** – Sections 2, 3, 5, 9, 11, 12, 13 and 14 apply.

Section 1 | Accidental Damage

We will pay for Damage to a Motor Vehicle (except as provided for under Sections 1A and 8 of this Policy) occurring in the Territorial Limits during the Period of Insurance.

We will, at Our option:

- 1 pay for the Damage to be repaired;
- 2 replace what is subject to Damage, if the repair costs would exceed the value of such property; or
- 3 pay the amount of the Damage at the time of such Damage.

Section 1A | Loss or Damage by Fire or Theft

We will pay for Damage to a Motor Vehicle, (except as provided for under Section 8 of this Policy whether insured or otherwise) occurring in the Territorial Limits during the Period of Insurance, caused by:

- 1 fire, lightning or explosion; or
- 2 theft or taking without lawful authority, or any attempt thereat.

We will, at Our option:

- a pay for the Damage to be repaired;
- b replace what is stolen or damaged if the repair costs would exceed the value of such property; or
- c pay the amount of the Damage at the time of such Damage.

Extensions applicable to Sections 1 and 1A

The cover provided by these Sections is extended to include the following:

1 Removal and Delivery Costs

We will pay the reasonable cost of taking a Motor Vehicle to the nearest repairer after the Damage and returning it to You when the repairs have been completed.

2 Replacement of Locks

If the Keys or any device used for starting a Motor Vehicle have been lost or stolen, We will pay the cost of changing locks and central locking interface. Before a payment is made, You will need to establish to our satisfaction that the identity or garaging address of a Motor Vehicle is known to anyone who is in possession of Your Keys.

3 Misfuelling

If a Motor Vehicle is incorrectly fuelled, We will pay the costs of:

- a draining the incorrect fuel and cleansing the fuel tank; and
- b rectifying any subsequent damage inadvertently caused to a Motor Vehicle as a result of a Motor Vehicle being moved or driven where the driver was unaware that such vehicle had been fuelled incorrectly.

The Excess applicable to Sections 1 and 1A where stated in the Schedule is reduced to £50 if costs under this Extension are limited to item a only.

Basis of Claim Settlement applicable to Sections 1 and 1A

- 1 The most We will pay is the market value of a Motor Vehicle at the time of the Damage subject to:
 - a Us not paying more than the amount for which You insured the Motor Vehicle; and
 - b Us not paying any costs which increase the market value of the Motor Vehicle.
- 2 If We cannot obtain a replacement Accessory, we will pay the manufacturer's last list price for such Accessory.

- 3 Notwithstanding item 1 of Basis of Claim Settlement applicable to Sections 1 and 1A, if within one year of registration as new in Your name, a Motor Vehicle (if supplied as new in the United Kingdom) is:
 - a lost by theft and not recovered within 30 days of such theft being notified to Us; or
 - b damaged to the extent that the cost of repairs will exceed 50% of the manufacturer's recommended retail price plus taxes, immediately prior to such Damage and the claim is settled as a total loss,

We will, with Your consent, replace the Motor Vehicle with a new Motor Vehicle of the same make and specification, subject to availability.

If a suitable replacement motor vehicle is not available then item 1 of Basis of Claim Settlement applicable to Sections 1 and 1A, shall apply.

- 4 If a Motor Vehicle is under a hire purchase or leasing agreement, We will make any payment for the total loss of the Motor Vehicle to the hire purchase or leasing company, whose receipt will constitute a discharge.

Exclusions applicable to Sections 1 and 1A

We shall not be liable under these Sections for:

- 1 **a** loss of use, deterioration, loss of market value because repairs have been carried out, depreciation, wear and tear; or
- b** mechanical, electrical, electronic or computer, failures or breakdowns;
- 2 Damage to tyres from braking or by punctures, cuts or bursts;
- 3 Damage to a Motor Vehicle resulting from taking it by fraud or deception;
- 4 Damage to a Motor Vehicle caused by theft or taking without lawful authority, or any attempt thereof, if the keys and/or other devices which unlock such Motor Vehicle and/or enable such Motor Vehicle to be started and driven, are left in or on such Motor Vehicle which is unattended, or such Motor Vehicle has been left unattended and not properly locked (this includes any window, roof opening, removable roof panel or hood being left open or unlocked);
- 5 more than £1,000 in total for all claims or series of claims, arising out of any one original cause, in respect of permanently fitted audio or telecommunication equipment, unless it is standard equipment for the Motor Vehicle when manufactured;
- 6 the cost of replacing any alarm or other security device, if the Keys to the Motor Vehicle have been lost or stolen;
- 7 **a** replacement of fuel; or
- b** rectifying any subsequent damage inadvertently caused to Your Motor Vehicle (other than as provided for in Extension 3 Misfuelling under Extensions applicable to Sections 1 and 1A of this Policy) following Misfuelling; or
- 8 Damage to a Motor Vehicle caused whilst tipping, if such vehicle is a tipper backed commercial vehicle.

Excesses applicable to Sections 1 and 1A

These Sections do not cover and We shall not be liable for the amount of any Excess stated in the Schedule in respect of the following:

- a** Inexperienced Driver Excess;
- b** Experienced Driver Excess; and
- c** Endorsed Excess.

The Excess is applicable whilst a Motor Vehicle is being driven, or if not being driven, is in the charge of the above persons.

If a Motor Vehicle is not being driven or is not in the charge of any person, the Excess applicable will be the Experienced Driver Excess.

Section 2 | Liability to Others

We will cover You in the event of an accident caused by or in connection with:

- 1 a Motor Vehicle which Your Certificate(s) of Motor Insurance allows You to drive or use; or
- 2 a Motor Vehicle not provided by You if it is being driven or used for Your Business by Your employee,

occurring anywhere in Territorial Limits during the Period of Insurance, for:

- a all amounts You legally have to pay for damages in respect of:
 - i death of or bodily injury to any person; or
 - ii loss, destruction or damage, to property, subject to the following limits for any one claim or series of claims arising out of any one event:
 - a £20,000,000 if Your Motor Vehicle is a private car, or
 - b £5,000,000 if Your Motor Vehicle is any other vehicle,
 and
- b claimants' costs and expenses, if You are ordered to pay them or paid with Our written consent, subject to a limit of £5,000,000 for any one claim or series of claims arising out of any one event.

Extensions applicable to this Section

The cover provided by this Section is extended to include the following:

1 Cover for Trailers

- a towing a Trailer or broken-down motor car, by a Motor Vehicle insured by this Section, subject to:
 - i Your Certificate(s) of Motor Insurance not specifically excluding such towing;
 - ii such towing being permitted by law; and
 - iii the vehicle towed must be properly attached to the towing vehicle.
- b Trailers which are being used by You but are detached from any motor vehicle but only in so far as it is necessary to meet the requirements of any law relating to compulsory motor insurance in the territory concerned and provided that the insurance of the Trailer is Your responsibility.

2 Cover for Other Persons

The cover provided by this Section also applies to the following:

- a any person You allow to drive a Motor Vehicle if they are permitted by Your Certificate(s) of Motor Insurance appropriate to such vehicle;
- b the employer of any person You allow to drive a Motor Vehicle if they are permitted by Your Certificate(s) of Motor Insurance appropriate to such vehicle;
- c any person You allow to use (but not drive) a Motor Vehicle for social, domestic and pleasure purposes;
- d any passenger travelling in or getting into or out of:
 - i a Motor Vehicle; or
 - ii any motor vehicle not provided by You if it is being driven or used for Your Business by Your employee;
 and
- e the estate of any person insured by this Section against any liability covered by this Section that such person incurred prior to their death.

Provided that such persons observe and fulfil the terms, definitions, conditions, clauses and exclusions, of this Policy in so far as they can apply.

Exclusions applicable to this Section

We shall not be liable under this Section:

- 1 in respect of death of or bodily injury to any person arising out of and in the course of such person's employment by the person claiming to be covered, except for any passenger who is being carried in or upon or entering or getting on to or alighting from a motor vehicle (in connection with which cover is provided by this Section) whilst such vehicle is on a road, as defined in the Road Traffic Acts. Such passenger shall not be the driver or a person in charge of the motor vehicle for the purpose of driving;
- 2 if there is any other insurance in force covering the same liability;
- 3 in respect of loss, destruction of or damage to, property which belongs to, or is in the charge of, any person claiming to be covered;
- 4 for death, bodily injury, loss, destruction or damage, caused in a place where aircraft land, park or move, including the associated service roads, refuelling areas, ground equipment parking areas, maintenance areas and hangars;

- 5 in respect of death of or bodily injury to any person or loss, destruction or damage to any property, directly or indirectly caused by pollution or contamination, unless such pollution or contamination is directly 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. All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place. This Exclusion shall not apply in circumstances where this insurance is necessary to meet the requirements of any compulsory motor insurance legislation operative within the Territorial Limits;
- 6 in connection with the loading or unloading of a goods carrying vehicle (for which cover is applicable under this Section) beyond the limits of the carriageway by any person other than the driver or attendant of such vehicle;
- 7 in respect of death of or bodily injury to any person or loss, destruction or damage to any property, in connection with the use of a vehicle as a tool unless the accident is on a road as defined in the Road Traffic Acts.

Section 3 | Legal Costs

We will pay any legal costs incurred with Our written consent in respect of any accident which is being dealt with as a claim under Section 2 Liability to Others under this Policy, for the cost of:

- 1 representation at any Coroner's Court or Fatal Accident Inquiry, and
- 2 defending any proceedings arising from death, or in a Court of Summary Jurisdiction.

If We elect to pay a limit of indemnity under Section 2 Liability to Others under this Policy, the costs payable under this Section shall be those incurred by Us up to the date from which We notify You of such election.

Exclusions applicable to this Section:

We shall not be liable under this Section for:

- 1 any legal costs or expenses relating to charges connected with speeding, driving under the influence of alcohol or drugs, or for any parking offences.

Section 4 | Personal Accident Benefits

At Your request and in the event that You or any of Your employees, are accidentally injured while travelling in or getting into or out of a Motor Vehicle, during the Period of Insurance, and this injury alone results within three calendar months of the date of the accident, in:

- 1 death;
- 2 total irrecoverable loss of sight in one or both eyes; or
- 3 physical separation of one or more limb or permanent and total loss of use of one or more limb,

We will pay the benefit of £10,000 direct to the injured person, their legal representative or their estate.

Exclusions applicable to this Section

We shall not be liable under this Section if:

- 1 a payment has already been made to the injured person for the same event under this Section or any other insurance policy;
- 2 the injured person is aged 75 or over, or aged under 18;
- 3 the death or bodily injury is the result of the person taking or attempting to take their own life;
- 4 the injured person is convicted of driving while under the influence of drink or drugs at the time of the event.

Section 5 | Emergency Treatment

We will pay for emergency and hospital treatment of traffic casualties, as required by the Road Traffic Acts resulting from any event which this Policy insures.

Section 6 | Medical Expenses

We will pay up to £500 per person for medical, dental, surgical or other remedial attention, treatment or appliances, given or prescribed by a qualified member of the medical profession and all hospital nursing home and ambulance charges, for each person travelling in or getting into or out of a Motor Vehicle if they are injured in an accident involving a Motor Vehicle during the Period of Insurance.

Exclusions applicable to this Section.

We shall not be liable under this Section for:

- 1 costs exceeding £2,000 for any one accident.

Section 7 | Personal Belongings

We will pay up to £500 for Damage to clothing and personal belongings, caused by fire, theft, attempted theft or accident, while they are in or on a Motor Vehicle.

Exclusions applicable to this Section.

We shall not be liable under this Section for:

- 1 money, credit or debit cards, stamps, tickets, vouchers, documents, negotiable securities or share or bond certificates;
- 2 goods, samples or equipment that You or any of Your employees, carry in connection with Your Business;

- 3 Damage caused by theft or attempted theft, from a Motor Vehicle, if the keys and/or other devices which unlock such Motor Vehicle, are left in or on such Motor Vehicle which is unattended, or such Motor Vehicle has been left unattended and not properly locked (this includes any window, roof opening, removable roof panel or hood being left open or unlocked); or
- 4 property insured under any other policy.

Section 8 | Windscreen or Window Damage

If You have Comprehensive cover for a Motor Vehicle under this Policy and You claim for broken glass in such vehicle's windscreen, sunroof or windows, or bodywork is scratched by the breakage of glass, during the Period of Insurance, We will pay for such repair or replacement.

When using an Approved Windscreen and Glass Supplier, Your Windscreen or Window Damage Excess is £150. If You do not use an Approved Windscreen and Glass Supplier, the Windscreen or Window Damage Excess stated above will increase to £250.

Exclusions applicable to this Section

We shall not be liable under this Section:

- 1 where a Motor Vehicle has suffered any other loss, destruction or damage, resulting from the same event.

Excess applicable to this Section

This Section does not cover and We shall not be liable for the amount of any Excess stated in this Section.

This Excess will not apply if the glass is repaired and not replaced.

Section 9 | Foreign Use

We will provide the minimum insurance You need by law to use any Motor Vehicle in any country as specified by the Territorial Limits definitions within this Section.

We will extend the cover stated in Your schedule for the first 30 days for Foreign Use for free. If You want Us to extend the Policy beyond the minimum insurance You need by law, for longer than the first 30 days, You must give Us full details including drivers and use, and pay an extra premium.

Territorial Limits

The Territorial Limits are extended to include the following territories:

- a any country which is a member of the European Union; and
- b any country listed below which the Commission of the European Community approves as meeting the requirements of Article 8 of Directive 2009/103/EC on Motor Insurance for Third Party Liabilities,

and during transit by sea between any ports therein including loading or unloading.

Countries include:

Andorra, Austria, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark,

Estonia, Finland, France, Germany, Greece, Hungary, Italy, Latvia, Iceland, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, Slovakia, Slovenia, Spain, Sweden and Switzerland including Liechtenstein.

Extensions applicable to this Section

The cover provided by this Section is extended to include the following:

1 Customs Duty

Any Customs Duty in any of the countries stated under Territorial Limits of this Section that arises as the direct result of any Damage to a Motor Vehicle or Trailer, covered by this Policy.

2 Other Charges

Any general average contributions, salvage charges and expenses incurred under a sue and labour clause incurred during the transportation of a Motor Vehicle or Trailer, following Damage covered by this Policy.

Section 10 | Trailers

The cover provided by Sections 1 & 1A of this Policy is extended to include any Trailer:

- 1 where stated under Specified Trailer(s) in the Schedule, whilst attached to or detached from a Motor Vehicle, subject to the Policy Cover stated in the Schedule; and
- 2 undeclared to Us, whilst attached to a Motor Vehicle but only in respect of the cover applicable to such Motor Vehicle.

Subject otherwise to the terms, definitions, conditions, and exclusions of this Policy.

NOTE: Any cover You have for Damage to a Trailer continues while such Trailer is being repaired or serviced, by a member of the motor trade.

Exclusions applicable to this Section

We shall not be liable under this Section for Damage to:

- 1 caravans, trailer tents, catering trailers, mobile grain dryers, water bowsers, any passenger carrying trailers, unless specified in the Schedule;

- 2 broken-down vehicles or any property being carried in or on such vehicle;
- 3 any Trailer which is not being towed otherwise than in accordance with the law; or
- 4 any property being carried in or on the Trailer.

Excesses applicable to this Section

This Section does not cover and We shall not be liable in respect of any Trailer whilst:

- a attached to a Motor Vehicle, for the amount of any Excess under Section 1 and 1A of this Policy applicable to such Motor Vehicle provided that We will not apply the Excess in respect of both the Trailer and the attached Motor Vehicle, in respect of Damage arising out of any one original cause; and
- b detached from a Motor Vehicle, for the amount of the Experienced Driver Excess stated under Section 1 and 1A of this Policy.

Section 11 | Unauthorised Movement of Obstructing Vehicles

We will cover You for all amounts You legally have to pay for damages in respect of:

- 1 death of or bodily injury to any person; or
- 2 loss, destruction or damage, to property (including loss, destruction or damage, to the vehicle being moved),

arising out of an accident caused by or in connection with the movement of vehicles not belonging to You nor in Your custody or control, with or without the owner's permission,

by You or any of Your employees, for the purpose of:

- a parking;
- b loading or unloading; or
- c allowing free passage of, a Motor Vehicle.

Section 12 | Unauthorised Use

The cover provided by this Policy in respect of a Motor Vehicle is extended in the event of any accident that occurs within the Period of Insurance involving any person, other than an authorised driver specified in Your Certificate(s) of Motor Insurance, using such Motor Vehicle without authority, provided You have not been party to such unauthorised use.

We reserve the right to recover any money We pay from the unauthorised user.

Subject otherwise to the terms, definitions, conditions, clauses and exclusions of this Policy.

Section 13 | Principals' Indemnity

We will cover any principal against legal liability for which You would have been covered for had the claim been made against You under this Policy.

Provided that:

- 1 We shall retain sole conduct and control of any claim; and

- 2 the principal shall observe, fulfil and be subject to the terms, definitions, conditions, clauses and exclusions of this Policy.

Section 14 | Motor Legal Expenses

This Section can be used if the Insured Person and a Motor Vehicle are involved in a road traffic accident with a moving motor vehicle, as defined by the Road Traffic Acts, where someone else is to blame.

We will pay the Costs to help the Insured Person claim their uninsured losses from the person who was to blame for the accident. The most We will pay for all claims, including any appeal or counterclaim that arise from the same accident, is £100,000 (including VAT).

Before We cover the Insured Person's Costs, We must accept that such person has a valid claim.

Provided that:

- 1 We and the Insured Person's Appointed Representative agree that the Insured Person's claim has Reasonable Chance of Succeeding for the duration of the claim;
- 2 the accident happens within the Territorial Limits during the Period of Insurance; and
- 3 any legal proceedings will be carried out within the Territorial Limits by a Court.

Examples of uninsured losses that the Insured Person may claim for (subject to the terms, definitions, conditions, clauses and exclusions, of the Policy) include:

- compensation for their death or bodily injury;
- loss of earnings;
- accident repair costs if You do not have comprehensive cover;
- damage to any belongings the Insured Person owns or is legally responsible for, in a Motor Vehicle; or
- any other financial losses that happened as a direct result of the accident.

Definitions

The definitions which apply to this Section are in addition to the General Definitions.

Appointed Representative

The Preferred Law Firm, solicitor or other suitably qualified person, appointed to represent the Insured Person under this Section.

Costs

Legal costs, including:

- a all reasonable, necessary and proportionate legal fees, expenses and other fees, charged by the Appointed Representative and agreed by Us. We will assess legal fees, expenses and other fees on the standard basis or in line with any fixed recoverable costs scheme, if applicable;

- b any fees that the Insured Person's opponent incurs that the Insured Person is ordered to pay a Court; and
- c any other fees We agree to in writing.

Court

Court, tribunal or other suitable authority.

Preferred Law Firm

The law firm We chose to provide legal services. We choose these legal specialists as they have the expertise to deal with the Insured Person's claim and must comply with Our agreed service standards.

Reasonable Chance of Succeeding

When We and the Appointed Representative agree that there is a higher than 50% chance that the Insured Person will get a favourable judgment and do either of the following:

- a recover the Insured Person's losses or damages; or
- b get any other legal remedy We agree to, for example, an enforcement of judgment, a successful appeal or a successful defence of an appeal.

Terms of Appointment

A separate contract which We will require the Appointed Representative to enter into with Us if they are not a Preferred Law Firm. This contract sets out the amounts We will pay the Appointed Representative under this Policy and their responsibilities to report to Us at various stages of the claim.

Insured Person

- a You or any of Your partners, Your directors or Your employees; and
- b any passenger or driver who is in or on the Motor Vehicle with Your permission.

Provided that anyone claiming under this Section must have Your agreement to claim.

Conditions applicable to this Section

1 Following the Policy terms

The Insured Person must take all reasonable precautions to minimise the cost of claims. If the Insured Person has not followed any of the terms, definitions, conditions, clauses and exclusions, of this Policy, and this prejudices Our position, We have the right to:

- i refuse or withdraw from the claim;
- ii refuse to cover Costs – even if We have already agreed to them; and
- iii ask the Insured Person to reimburse Costs that We have already paid.

2 Choosing an Appointed Representative

The Insured Person can choose an Appointed Representative to look after their interests. This will include looking after the Insured Person's interests in any inquiry or other Court proceedings, or if there's any conflict of interest. Such Appointed Representative can be:

- a** from a Preferred Law Firm that We suggest; or
- b** the Insured Person's own choice of Appointed Representative.

If the Insured Person chooses an Appointed Representative who is not from a Preferred Law Firm, they must agree to Our Terms of Appointment. We will only cover their Costs from the date they agree to Our Terms of Appointment.

The Insured Person will have a separate contract with their Appointed Representative. If they charge any Costs that We do not agree to, the Insured Person will be responsible for paying these.

3 Checking whether the Insured Person's claim has a Reasonable Chance of Succeeding

Before We go ahead, We must agree with the Insured Person's Appointed Representative that their claim has a Reasonable Chance of Succeeding.

- a** We will only provide cover under this Section if We and the Insured Person's Appointed Representative agree that the Insured Person's claim has a Reasonable Chance of Succeeding for the duration of the claim. This can change during the claim.
- b** We can refuse to continue paying Costs if We or the Appointed Representative consider that the Costs would be disproportionate to the value of the claim.
- c** If there are conflicting opinions about whether the Insured Person's claim has a Reasonable Chance of Succeeding, We will ask the Insured Person to get an expert opinion from a barrister. We will agree which barrister with the Insured Person.

If the barrister agrees with the Insured Person, the Insured Person will not need to pay for their advice. If they do not agree with the Insured Person, the Insured Person will have to pay the costs for their advice.

4 Co-operating with the Appointed Representative and Us

We can contact the Insured Person's Appointed Representative at any time, and they must co-operate with Us.

The Insured Person must:

- a** co-operate with Us and their Appointed Representative;
- b** obtain Our agreement before instructing a barrister or an expert witness;
- c** keep Us and their Appointed Representative up to date with any developments to do with the claim;
- d** as soon as possible, give Us and their Appointed Representative any information, evidence and documents that the Insured Person has or knows about;
- e** tell their Appointed Representative to provide Us any documents, information or advice, that they have or know about, if We ask; and
- f** not take any action that has not been agreed by Us or their Appointed Representative.

5 If the Insured Person's Appointed Representative refuses to continue acting, or if the Insured Person dismisses them

If either of the following happens, We will end cover for the Insured Person's Costs immediately, unless We agree to a different Appointed Representative:

- a** the Insured Person's Appointed Representative stops acting for them with good reason – for example, the Insured Person behaves dishonestly while dealing with the Insured Person's claim; or
- b** the Insured Person dismisses their Appointed Representative without good reason – for example, the Insured Person disagrees with their legal advice.

6 Offers to settle the Insured Person's claims

The Insured Person must tell Us if anyone:

- a** offers to settle their claim; or
- b** makes a payment into Court.

If the Insured Person refuses to accept an offer or payment that We or their Appointed Representative thinks that they should accept, We can refuse further Costs.

7 Approval to settle or end the Insured Person's claim

Unless We agree, the Insured Person must not:

- a stop, settle, negotiate or withdraw their claim; or
- b dismiss their Appointed Representative.

We will not withhold Our agreement to take these actions without good reason.

8 When We might choose to settle the Insured Person's claim

We can settle the Insured Person's claim outside of court if We think it makes financial sense to do this. We will do this by covering the Insured Person for:

- a the amount that they are likely to be awarded by a Court; or
- b the equivalent financial value, if their claim is not for damages.

9 Checking Costs

We have the right to have Costs:

- a certified by an appropriate professional body;
- b checked by an auditor (for example a costs draftsman) that We choose; and/or
- c assessed by a Court.

10 Recovering Costs

If the Insured Person's Costs can be recovered from somewhere else, the Insured Person must tell their Appointed Representative to do this. If We have paid Costs that the Insured Person then recovers, they must pay the money back to Us.

We will share recovered Costs with the Insured Person if:

- a We refused to cover further Costs and the Insured Person paid more Costs to end their claim; or
- b the Insured Person paid the difference between the Costs We offered their Appointed Representative and the Costs they charged.

We will split any recovered Costs to reflect who paid Costs originally. For example, if the Insured Person paid 60% of the original Costs, they will receive 60% of the recovered Costs.

11 Arbitration

Notwithstanding How to complain under Important Information in this Policy, the Insured Person can refer their complaint to arbitration instead (where an independent person, known as an arbitrator, makes a decision to settle the dispute). The arbitrator will

be a solicitor or barrister or other suitably qualified person that the Insured Person and We agree on. If the Insured Person and We cannot agree, then We will ask the Chartered Institute of Arbitrators to decide. The arbitrator's decision will be final, and whoever does not win will have to pay all costs and expenses.

General Conditions 1, 2, 3, 5, 6, 8 and 9 which apply to the whole Policy also apply to this Section.

Claims Conditions 1 and 4 which apply to the whole Policy also apply to this Section.

Exclusions applicable to this Section

We shall not be liable under this Section in respect of:

- 1 legal claims for any loss or damage that is covered by this Policy or any other insurance policy;
- 2 claims that are to do with an accident that happened before the commencement of cover under this Section;
- 3 any Costs that We have not agreed to, or any Costs that relate to the period before We accept the Insured Person's claim;
- 4 fines, penalties, compensation or damages which the Insured Person is ordered to pay by a Court;
- 5 claims arising from or relating to any dispute with Us under this Section (however, if the Insured Person has a complaint, please see How to complain under Important Information in this Policy and Condition 11 of this Section);
- 6 any appeal or enforcement action, unless We provided cover for the original claim;
- 7 claims arising from or relating to psychological injuries or mental illness unless they were caused by something covered by this Policy that also caused the Insured Person physical injury; or
- 8 claims arising from or relating to action against another person who is insured by this Policy, where that person is to blame for the accident.

Where there is any conflict between the General Definitions, General Conditions, Claims Conditions or General Exclusions, of this Policy, and the terms, definitions, conditions and exclusions, under this Section, the interpretation under this Section shall take precedence.

Important Information

How to make a claim

- Notwithstanding Claims Conditions 2a and 2b, any claim may be reported via Your broker, intermediary or agent or direct to Us.
- Please see <https://nig.com/claims> for telephone numbers, accident report forms and online processes.
- Ask for details of the nearest approved repairer so that You can get the Motor Vehicle back on the road as soon as possible.
- As detailed in Claims Condition 2d, please do not admit that any accident was Your fault.
- Please try to get the names and addresses of witnesses.

Travel abroad

If You are going abroad, please:

Tell Your insurance adviser in good time, and ensure the countries visited are included within Section 9 and if You are visiting countries outside of these Territorial Limits then You may need to obtain insurance elsewhere for journeys within that territory.

Your right to cancel

If this cover does not meet Your requirements, please notify the broker, intermediary or agent, who arranged the Policy within 14 days of receipt.

We will return any premium paid in accordance with General Condition 5 Cancellation.

Cancellation

If You wish to cancel the contract at any other time, please contact the broker, intermediary or agent, who arranged the Policy. Any return of premium will be made in accordance with General Condition 5 Cancellation.

How to complain

If You have an enquiry or complaint arising from Your Policy, please contact the broker, intermediary or agent, who arranged the Policy for You. If the broker is unable to resolve Your complaint or it is regarding the terms and conditions of the Policy, they will refer it to NIG.

If Your complaint is still outstanding You can write to NIG direct at the following address:

RSA Customer Relations Team
PO Box 255
Wymondham
NR18 8DP

Email: rsacustomerrelations@uk.rsagroup.com

Please ensure that you quote your policy number in all correspondence.

Details of NIG's complaints procedures including information on what you should expect in response to your complaint can be found on NIG's website at

www.nig.com/contact-us/complaints

Once you receive a written response and if you remain dissatisfied, you may refer your complaint to the Financial Ombudsman Service (FOS). Their address is:

The Financial Ombudsman Service
Exchange Tower,
London E14 9SR
Telephone: **0800 023 4567** or **0300 123 9123**.

Their website also has a great deal of useful information: www.financial-ombudsman.org.uk

Details about Our Regulator

NIG policies are underwritten by Royal & Sun Alliance Insurance Ltd who is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, registration number **202323**. The Financial Conduct Authority website, which includes a register of all regulated firms can be visited at www.fca.org.uk, or the Financial Conduct Authority can be contacted on **0800 111 6768**.

The Prudential Regulation Authority website can be visited at www.bankofengland.co.uk/pr, or the Prudential Regulation Authority can be contacted on **020 7601 4878**.

Financial Services Compensation Scheme

Under the Financial Services and Markets Act 2000, should We be unable to meet Our liabilities to policyholders, compensation may be available. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme website at www.fscs.org.uk.

Data Protection

At NIG we are aware of the trust you place in us when you buy our products and our responsibility to protect your information. You can view and/or download our privacy notice from www.rsainurance.co.uk/privacy-policy/. This tells you what we do with the information we collect about you, how we protect your information, what your rights are under data protection legislation and tells you what we are required to do by law. This includes details of who to contact should you have any concerns about the way in which NIG are using your personal information.

Whoever You are contacting, please always quote Your Policy Number as it will help Your enquiry or complaint to be dealt with promptly.

Please be aware that telephone calls may be recorded for training and monitoring purposes.

NIG.COM

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