

Guidance when making a claim

Claim Notification

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

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

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

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

Ideally when you call you will provide:

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

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

Vehicle Repairs

We take pride in the claims service we offer to our customers. Where your policy provides cover for damage to your car we have a network of Recommended Repairers who will collect and redeliver your car. Where provided for under your policy, they will also provide a courtesy vehicle to keep you mobile. The repair process will commence immediately the car arrives on their premises. To ensure there is no effect on any existing warranty you may have they provide a Lifetime Guarantee on all paint and bodywork repairs.

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

Complaints Procedure

Our commitment to customer service

At Royal & SunAlliance, we are committed to going the extra mile for our customers and wherever possible, exceeding their expectations.

If you believe that we have not delivered the service you expected or you are concerned about any aspect of the service we have provided, then please let us know, preferably through your usual sales and service contact point.

If you are unsure how to contact your sales and service point please contact our Customer Relations Team. Details of which follow.

We promise to:

- Fully investigate your complaint
- Keep you informed of progress
- Do everything possible to resolve your complaint
- Learn from our mistakes
- Use the information from your complaint to proactively improve our service in the future.

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

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

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

How to contact us

Customer Relations can be contacted by:

Telephone: 0800 107 6160

Write: Customer Relations Office
Royal & SunAlliance
Bowling Mill
Dean Clough Industrial Park
Halifax
HX3 5WA

Fax: 01422 325146

Email: halifax.customerrelationsoffice@uk.royalsun.com

If you are still not happy

If you are still not satisfied after the review, or you have not received a written offer of resolution within 8 weeks of the date we received your complaint, Royal & SunAlliance are regulated by the Financial Services Authority whose arbitration service is the Financial Ombudsman Service and you can refer your complaint to them.

They can be contacted at:

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

Telephone: 0845 080 1800

Email: enquiries@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

You must approach the Financial Ombudsman Service within 6 months of our final response to your complaint. We will remind you of the time limits in our final response.

Your rights as a customer to take legal action remain unaffected by the existence or use of any complaints procedures referred to above. However, the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

Thank you for your feedback

We value your feedback and at the heart of our brand we remain dedicated to treating our customers as individuals and giving them the best possible service at all times. If we have fallen short of this promise, we apologise and aim to do everything possible to put things right.

Private car policy

At Royal & SunAlliance, we are committed to providing a first-class service for our customers. You can help us to do this by letting us know if you are not satisfied with our service. The procedure is set out below.

If you have to make a claim, the last thing you want is problems. Our specialist Business Teams are here to help you. We will do everything we can to get you back on the road fast – and that’s a promise.

When you deal with us, you can be sure everything will be simple and straightforward. You will have direct access to knowledgeable, friendly staff who will give you quick and efficient service. And you can be sure that our service will always measure up to your expectations.

Our commitment to you

If you feel that we have fallen short of our standards in any way, please write to your insurance adviser.

If you are not satisfied with the result of their enquiry, you can write to:

Customer Relations Manager

Royal & Sun Alliance Insurance plc
Bowling Mill, Dean Clough Industrial Park, Halifax HX3 5WA.

If you are not satisfied with the result of our complaints procedure, we will give you our final response so that you can, if you want, refer the matter to the Financial Ombudsman Service. Their address is:

Insurance Division, Financial Ombudsman Service,
South Quay Plaza, 183 Marsh Wall
London, E14 9SR.
Phone: 0845 080 1800

Private car policy

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

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

Welcome to Royal & Sun Alliance Insurance

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

This book gives you the details of what this policy does and does not cover. It also contains information about our 24-hour helplines, how to make a claim, and what you can do to avoid having to make a claim.

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

We hope you are happy with your policy. If you are not, please send us the policy book, schedule and certificate of insurance. You must do this within 14 days of us starting cover. You must confirm no accidents or thefts have happened in the 14-day period. We will then give you back your money.

Contents

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What you should do if there is an accident or theft

What to do after the accident

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

Your helpline number is on your claims helpcard.

What you should do if there is an accident or theft

If your car is stolen or not fit to drive

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

If you have comprehensive or third party fire and theft cover, we will arrange for you to have a hire car for up to 48 hours straight after the incident. We will pay for this.

If you have comprehensive cover and your car is at one of our own repair shops or one of our approved repairers, they will give you a loan car while yours is being repaired. We will pay for this. However, you will not get a loan car if you have third party fire and theft, third party only cover, if your car is stolen and not recovered or if your car is damaged beyond economical repair.

If your car has been damaged

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

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

- authority to start repairs as long as your car is economical to repair;
- collection and return of your car;
- cleaning of your car before it is returned to you; and
- a lifetime guarantee on all paint and bodywork repairs.

We will pay for the above benefits.

If you have comprehensive cover and your car is at one of our own repair shops or one of our approved repairers, they will give you a loan car while yours is being repaired. We will pay for this. However, you will not get a loan car if you have third party fire and theft, third party only cover, if your car is stolen and not recovered or if your car is damaged beyond economical repair.

If you choose any other vehicle repairer, it will not affect your right to claim. However, we may not be able to arrange any of the above benefits or automatically insure any replacement car for you.

What you should do if there is an accident or theft

If you have uninsured losses

Even if a claim is covered under your policy, you could still be out of pocket for expenses such as:

- your policy excess;
- the cost of alternative transport; and
- loss of earnings.

If Section 11 'Uninsured loss recovery' is listed in your schedule, contact your insurance adviser. They will arrange to send you a claim form. Your claim for uninsured losses will be handled by FirstAssist Insurance Services, they will make all reasonable efforts on your behalf to get back uninsured losses following an accident which is not your fault.

If you need legal advice

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

- They can provide legal advice after an accident. For example, if you do not have our Uninsured Loss Recovery Insurance then they can advise you on what to do if you want to make a claim against another person. However, they will not contact other people on your behalf – you need our Uninsured Loss Recovery Insurance for that.
- They can provide legal advice on consumer issues which relate to motoring. For example, they can tell you about your rights if you are unhappy with a car which you have bought.
- They can provide you with legal advice if you are facing prosecution for driving or parking offences.

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

To use it, call **01455 255116** and ask to speak to a legal adviser. Please quote code 33885, together with the renewal date on your current certificate of insurance.

What you should do if there is an accident or theft

If you need someone to talk to

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

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

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

To use it, call **01455 255116** and ask to speak to a counsellor. Please quote code **33885**, together with the renewal date on your current certificate of insurance.

How to use your claims helplines

What your Royal & SunAlliance helpcard can do for you

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

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

Swift help from our assistance services

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

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

Your car will be taken to one of our own repair shops or one of our approved repairers.

You only need to make one call. Your details will be fed through to our claims team, who will send you a claim form. Just fill in the form and sign it. We'll do the rest.

Royal & SunAlliance repairer network

Our UK claims helpline will give you details of our nearest repair shop or our nearest approved repairer.

Audio and communication equipment

If you have comprehensive or third party fire and theft cover, our UK claims helpline will put you in touch with our recommended stereo replacement company.

How to use your claims helplines

Hotel accommodation

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

Glass replacement

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

European assistance

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

How to make your car more secure

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

What you should do when circumstances change

If you change your car

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

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

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

If you want to change drivers

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

If you change address

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

If you want to take your car abroad

If you are travelling abroad, please tell us how long you are travelling for.

Your policy provides free foreign-use cover in the following countries:

- All European Union countries
- Iceland, Liechtenstein, Norway, Croatia and Switzerland.

The number of days of free foreign cover is shown as 'Free use abroad' in your policy schedule.

We can also provide a Green Card as proof of insurance, although this is no longer necessary for a visit to any of the countries listed above. You need a Green Card if you are visiting a country not listed above. You will have to pay an extra premium for this foreign use.

If you have an accident abroad, phone the Euro helpline on your claims helpcard.

What you should do when circumstances change

If you want to drive another car

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

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

If you need to use your car for towing

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

If any other circumstances change

You must tell your insurance adviser about any other changes immediately, for example:

- if you or any other driver has been convicted of any motoring offence including fixed penalty offences; or has any prosecutions outstanding;
- if you or any other driver has been involved in any accidents, losses or thefts, regardless of whether a claim was made;
- if you or any other driver has been convicted of a criminal offence or have possible prosecutions outstanding;
- if the health of any driver has changed;
- if the main driver of your car changes;
- if the registered keeper or ownership of your car changes;
- if the number of vehicles in your family changes;
- if there is a change in use of your car (for example, you require business use);
- if you make any modifications to your car (for example any changes which may affect the car's performance).

If you are not sure whether to report a change, please contact your insurance adviser.

How your no-claims discount works

You earn a no-claims discount for each year of cover during which you do not claim. The discount increases each year up to a maximum of four years. A single claim, if you are 'at fault' (or if we cannot recover full losses from another person's insurer) reduces your no-claims discount by two years.

However, if you have chosen to take no-claims discount protection cover, your discount will not be affected unless you have more than two 'at fault' claims in five years. Protection cover is available after four years of claim-free driving.

Policy definitions

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

British Isles

The British Isles are:

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

Certificate of motor insurance

The document which proves that **you** have insurance in line with road traffic laws.

Driver

Anyone who is shown on **your certificate of motor insurance** as being entitled to drive **your car** and has **your** permission to drive it.

Excess

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

Husband or wife

The person **you** are legally married to.

In-car equipment

In-car equipment is:

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

The equipment must be permanently fitted in **your car**.

Loan car

Any car supplied to **you** under an agreement between **us** and one of **our** own repair shops, one of **our** approved repairers or a hire car company.

Policy definitions

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

No-claims discount A discount from **your** premium in return for **you** not making a claim.

Period of insurance The period **you** are covered for as shown on **your certificate of motor insurance**.

Policy **Your** policy is made up of:

- **your** application form for this insurance;
- this policy book;
- **your schedule**; and
- **your certificate of motor insurance**.

Schedule The document which describes:

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

Territorial limits Territorial limits
These are:

- the British isles;
- any country which is a member of the European Union; and
- Iceland, Liechtenstein, Norway, Croatia and Switzerland.

The **territorial limits** also include journeys by water, rail or air between or within any of these countries, as long as:

- **your car** is transported by a commercial carrier; and
- if transport is by water, the route taken does not last more than 65 hours under normal circumstances.

Policy definitions

Terrorism Terrorism means using or threatening violence or action against people, property, business or everyday life for political, religious or ideological reasons.

We, us, our Royal & Sun Alliance Insurance plc.

You, your The person named as the policyholder in:

- **your certificate of motor insurance;** and
- **your schedule.**

Your car The car:

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

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

Your motor policy

This is **your** Royal & SunAlliance motor **policy**. It describes the contract between **you** and **us**. In return for the premium **we** will cover **you** during the **period of insurance** under the terms set out in this **policy**.

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

Please pay special attention to the conditions and exceptions on pages 39 to 43 of this book. These apply to every **policy**.

The declaration **you** signed on **your** application form is part of this contract. **You** must tell **us** as soon as possible of any changes to the information **you** have given on **your** application form. If **you** do not, **your policy** may not be valid.

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

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

It is possible to choose the law which will apply to a contract of insurance covering a risk in the UK. **We** have chosen Scottish law to apply if **you** live in Scotland and English law to apply if **you** live anywhere else in the UK. By paying **your** premium **you** are accepting **our** choice of law. If **you** want any other law to apply, **you** must have **our** written permission.

Section 1

Legal liability to others

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

	What we cover	What we do not cover
A. Cover for you	<p>We cover you if you are legally responsible for:</p> <ul style="list-style-type: none">• killing or injuring someone; or• damaging property (we will pay up to £20,000,000 including legal costs for any claim or claims arising from one incident); <p>after an accident involving your car, or a trailer which is attached to your car, or any other vehicle which your certificate of insurance allows you to use in the British Isles.</p>	<p>We do not cover the following.</p> <ol style="list-style-type: none">1. Loss of or damage to your car or any other property which is owned by or in the care of anyone making a claim under this section.2. Legal liability for death of or physical injury to anyone as a result of their job, except as required under road traffic laws.3. Legal liability in connection with any vehicle which belongs to or is hired to the employer or business partner of you or your husband or wife, if there is any other insurance policy covering the same liability.4. The legal liability of anyone who is not driving but who is claiming cover if they know that the driver does not have a valid licence to drive your car.5. The legal liability of anyone other than you, if they are entitled to cover under any other insurance policy.6. Legal liability, except as required under road traffic laws, as a result of using a vehicle on any part of an airport or airfield provided for aircraft movement, parking or maintenance.7. We will not be liable for any consequence of terrorism unless we have to meet the requirements of any road traffic legislation.
B. Cover for other people	<p>We cover the following people for legal liabilities to others.</p> <ul style="list-style-type: none">• Any driver.• Anyone you allow to use (but not drive) your car for social, domestic and pleasure purposes.• Anyone who is a passenger in your car.• Any employer of a driver shown on your certificate of motor insurance, as long as your certificate of motor insurance allows the use your car is put to.• The legal representatives of any person who dies and who would have been covered under this section.	

Section 1

Legal liability to others

What we cover

What we do not cover

C. Cover for legal costs and expenses

We cover the following for any incident which might involve legal liability under **your policy**.

See page 17 for details of what **we** do not cover under this section.

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

D. Cover abroad

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

- Any country which is a member of the European Union.
- Any other country which:
 - agrees to meet European Commission Directives on motor insurance; and
 - satisfies the European Commission that it has made arrangements to meet the requirements of these Directives.

E. Emergency treatment fees

We will pay the cost of any emergency medical treatment required under road traffic laws.

If **we** pay emergency treatment fees, this will not affect **your no-claims discount**.

Section 2

Fire and theft

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

What we cover

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

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

If we give **you** a **loan car**, we will cover it as if it was covered under Section 3 and Section 4.

Please read pages 23 and 24 to see how we will settle a claim under this section.

What we do not cover

We do not cover the following.

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

This **excess** will not apply if **your car** is in **your** locked private garage at the time of the theft or attempted theft.

2. Loss of value.
3. Wear and tear.
4. Loss of use.
5. Mechanical, electrical, electronic, computer failure or breakdown or breakage.
6. Damage to tyres caused by punctures, cuts or bursts.
7. Loss or damage resulting from **your car** being taken, without **your** permission, by:
 - **your husband or wife**;
 - **your** boyfriend or girlfriend;
 - **your** children;
 - anyone who normally lives with **you**; or
 - a member of **your** family.
8. Any loss or damage if:
 - **your car** is left unlocked;
 - **your car** windows are left open; or
 - **your car** keys or anything else which replaces a key (such as a special card) is left in, on or about **your car**;while it is unattended or unoccupied.
9. Loss or damage caused by deception.

Section 3

Loss and damage

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

What we cover

A. Loss and damage

We cover loss of or damage to:

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

B. New car replacement

We will pay the cost of replacing **your car** with a new one of the same make and model if within a year of **you** buying it, it is:

- stolen and unrecovered; or
- damaged and a Royal & SunAlliance engineer confirms the vehicle is a total loss; or
- damaged and the repair cost exceeds 60% of its current new list price including VAT (where appropriate).

If a replacement of the same make and model is not available, we will pay for **your car** to be replaced with the most similar model from the same manufacturer.

What we do not cover

We do not cover the following.

1. Any **excess** shown against 'Accidental damage' beneath the heading 'Total excesses applying' in **your schedule** for any loss or damage to **your car**.

This **excess** will not apply to loss or damage caused by fire, theft and attempted theft.

2. Any **excess** shown in the table headed 'Young or inexperienced driver excess' in **your schedule** for any loss or damage while **your car** is being driven by or in the care of a **driver** who is aged 17 to 24, or who is over 24 years old and either has a provisional licence or has had a full licence for less than 12 months.

This **excess** will not apply when **your car** is in the care of:

- a garage or similar motor trade organisation for servicing or repair; or
 - a hotel or restaurant for the purpose of parking.
3. Any **excess** shown against 'Theft' beneath the heading 'Total excesses applying' in **your schedule** for any loss or damage to **your car** which is caused by theft or attempted theft.

This **excess** will not apply if **your car** is in **your** locked private garage at the time of the theft or attempted theft.

Section 3

Loss and damage

C. Emergency overnight accommodation

What we cover

We will pay up to the amount shown as 'Overnight accommodation' in **your schedule** for necessary expenses for emergency accommodation if **you** or any other **driver**:

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

Please read pages 23 and 24 to see how we will settle a claim under this section.

What we do not cover

4. Loss of value.
5. Wear and tear.
6. Loss of use.
7. Mechanical, electrical, electronic, computer failure or breakdown or breakage.
8. Damage to tyres caused by punctures, cuts or bursts.
9. Loss or damage resulting from **your car** being taken, without **your** permission, by:
 - **your husband or wife**;
 - **your** boyfriend or girlfriend;
 - **your** children;
 - anyone who normally lives with **you**; or
 - a member of **your** family.
10. Any loss or damage if:
 - **your car** is left unlocked;
 - **your car** windows are left open; or
 - **your car** keys or anything else which replaces a key (such as a special card) is left in, on or about **your car**;while it is unattended or unoccupied.
11. Loss or damage caused by deception.

Important note:

Exceptions 1 to 11 apply to all of this section.

Section 4

Windscreens

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

What we cover

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

If **you** only make a claim under this section it will not affect **your no-claims discount**.

Please read pages 23 and 24 to see how we will settle a claim under this section.

What we do not cover

We do not cover any **excess** shown against 'Windscreen' beneath the heading 'Total excesses applying' in **your schedule** for:

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

This **excess** will not apply if the damage to the windscreen, windows or glass sunroof is repaired.

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

A. The maximum amounts we will cover

We will provide cover up to the following amounts.

1. For **your car** – the **market value**.
2. For **in-car equipment** – if the equipment has been fitted as standard by **your car's** manufacturer, **we** consider it to be part of **your car** and so no separate limit applies. Otherwise, **we** will pay up to the amount shown as 'In-car equipment' in **your schedule**.
3. For **your car's** accessories and spare parts – the manufacturer's last published retail price.
4. For any trailer – the amount shown in **your schedule**.
5. For emergency accommodation – up to the amount shown as 'Overnight accommodation' in **your schedule**.

B. How we will settle your claim

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

1. Your car and trailer

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

- may choose to repair the damage or pay the amount of loss or damage.

We may decide to use suitable parts or accessories which are not supplied by the original manufacturer.

- If **your car** is lost and never found, or if it cannot be repaired for a reasonable cost, **we** will pay the **market value**.
- **We** will deal with a claim for loss or damage to a trailer in the same way, as long as cover for the trailer is shown in **your schedule**.

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

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

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

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

B. How we will settle your claim (continued)

3. Loan car

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

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

C. Hiring and other agreements

If **you** have a hire purchase agreement or vehicle leasing agreement for **your car**, **we** will pay any claim to **your car's** legal owner.

D. Protecting, removing and delivering your car

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

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

Section 5

Personal accident

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

What we cover

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

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

The injury must be directly connected with the car and the only cause within three months of:

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

You and **your husband** or **wife** must keep to the law relating to seatbelts.

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

What we do not cover

We do not cover the following.

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

Section 6

Medical expenses

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

What we cover

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

Section 7

Personal possessions

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

What we cover

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

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

What we do not cover

We do not cover the following.

1. Money, stamps, tickets, documents, bonds, vouchers, lottery tickets, scratchcards, raffle tickets, Air Miles, trade samples or any property insured under any other policy.
2. Personal possessions stolen from an open-top or convertible car, unless they are kept in a locked boot or locked glove compartment.
3. Loss of or damage to personal possessions carried in or on a trailer.
4. Wear, tear, loss of value and loss of use.

Section 8

Use abroad

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

What we cover

A. Cover for your car

You must tell **us** before **you** take **your car** abroad.

If **you** take **your car** to any country in the **territorial limits** outside of the **British Isles** and the Republic of Ireland, **your policy** cover will apply up to the number of days shown as 'Free use abroad' in **your schedule**.

If the length of any visit (or the total length of all visits during the **period of insurance**) is greater than the number of days shown as 'Free use abroad' in **your schedule**, **you** will have to pay an extra premium to extend **your** cover.

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

B. Cover for customs duty

If **your car** is lost or damaged abroad, **you** may have to pay customs duty for it to be stored or repaired. **We** will cover this customs duty as long as:

- the loss or damage is covered under **your policy**; and
- **your car** is in a country within the **territorial limits**.

Section 9

No-claims discount

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

If no incident occurs during the **period of insurance** which results in a claim, **your no-claims discount** will increase in line with **our** usual scale.

If an incident occurs during the **period of insurance** which results in a claim, **your no-claims discount** will reduce in line with **our** usual scale.

You cannot transfer **your no-claims discount** to anyone else.

Section 10

No-claims discount protection

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

If **you** have chosen **no-claims discount** protection, **we** will not reduce **your no-claims discount** unless more than two claims happen over five **periods of insurance** in a row.

If three or more claims happen:

- **we** will reduce **your no-claims discount** in line with **our** usual scale;
- this section will no longer apply; and
- Section 9 will apply.

Section 11

Uninsured loss recovery – definitions

This section only applies if 'Uninsured loss recovery' is listed in **your schedule**.

The following definitions apply to this section wherever the words are shown in **bold** print.

The main **policy** definitions at the front of this book also apply to this section.

Cause of action

An accidental collision between **your car** and anyone or anything else during the **period of insurance** and within the **territorial limits** which results in any of the following.

- Loss of or damage to **your car** or an attached trailer.
- Loss of or damage to personal property while it is in or on **your car** or an attached trailer, which:
 - belongs to an **insured person**; or
 - an **insured person** is legally responsible for.
- Bodily injury to or death of an **insured person** while in or on **your car** or getting into or out of it.

If there is a series of events, the date of the **cause of action** will be the date of the first event.

FirstAssist

FirstAssist Insurance Services Limited, who manage this insurance on **our** behalf, are a third party provider approved by Royal & Sun Alliance Insurance plc.

Insured person

Cover under this section applies to:

- **you**;
- other **drivers**;
- any passenger **you** or another **driver** have allowed into **your car**; and
- anyone who is using but not driving **your car** with **your** permission.

Section 11

Uninsured loss recovery – definitions

- Legal expenses* Legal fees and other expenses reasonably and properly charged by the **representative** in connection with **legal proceedings** including:
- payments made by a **representative** for an **insured person**; and
 - cost which an **insured person** has to pay by order of a court, tribunal or arbitrator and with **FirstAssist's** permission.

You must pay anything more than the **standard costs**.

- Legal proceedings* Civil, tribunal and arbitration proceedings and appeals within the **territorial limits** following a **cause of action**.

- Representative* The solicitor or other qualified person or firm appointed to act for an **insured person**.

- Standard costs* The standard costs set:
- in England and Wales under Order 62, Rule 12 of the rules of the Supreme Court 1965; or
 - in Scotland under Chapter 2 (in Ordinary Proceedings) or Chapter 4 (in Summary Cause Proceedings) of the Act Of Sederunt (fees of solicitors in the Sheriff Court) (Amendment and Further Provisions) 1993.

Section 11 Uninsured loss recovery

Part 1 – What we cover

What we cover

- **FirstAssist** will do all that they can to recover uninsured losses for an **insured person** as a result of a **cause of action**.
- We cover the **legal expenses** of an **insured person** as a result of a **cause of action** following an accident which is not the **driver's** fault.
- We will pay up to the amount shown as 'Uninsured loss recovery' in **your schedule** for all **insured persons** as a result of a **cause of action**.

What we do not cover

We do not cover the following.

1. **Legal expenses** if the claim is reported to **FirstAssist** more than 180 days after the **cause of action**.
2. **FirstAssist** will not recover uninsured losses reported to them more than 180 days after the **cause of action**.
3. **Legal expenses** if the **cause of action** started before the start of cover under this section.
4. **Legal proceedings** in constitutional or international courts or tribunals.
5. **Legal expenses** which an **insured person** has before **FirstAssist** have appointed a **representative**.
6. Amounts arising before we or **FirstAssist** accept the claim in writing unless this has been agreed by us or **FirstAssist**.
7. **Legal expenses** as a result of delays by an **insured person** which may damage the case.
8. **Legal expenses** charged because the **insured person** has withdrawn from **legal proceedings** without our or **FirstAssist's** permission.

Important note:

More exceptions which apply to this section are shown on page 34.

Section 11 Uninsured loss recovery

Part 1 – What we cover

What we do not cover

9. The expenses of an expert witness unless **FirstAssist** have given written permission for the witness to be appointed.
10. Any claim for any **legal expenses** relating to any other person or organisation bringing a claim or counter claim against an **insured person**.
11. A claim against:
 - **us**;
 - **our** subsidiaries; or
 - **FirstAssist**.

Section 11 Uninsured loss recovery

Part 2 – Conditions

1. Taking legal action against someone else in your car

If you take **legal proceedings** against another **insured person**, we will pay your **legal expenses** and not those of the other **insured person**. If your **policy** is in joint names, we will pay the **legal expenses** only of the person whose name appears first in your **schedule**.

2. Information about the claim

As soon as you are aware of a claim, the **insured person** must fill in a claim form and send it to us at the address shown on your **schedule**.

The **insured person** must let **FirstAssist** know about all developments connected with the claim including any offer or payment to settle the dispute.

FirstAssist will have access to all information, documents and evidence.

3. Legal representatives

Once you have told **FirstAssist** that you want to make a claim, they will look into the matter. They will attempt to achieve a fair settlement, using an external representative where necessary.

The **insured person** has the right to suggest a solicitor or other qualified person or firm to act as a **representative** in any **legal proceedings**. **FirstAssist** may then appoint the solicitor, person or firm in the name of and on behalf of the **insured person**.

When choosing a **representative** the **insured person** has a duty to keep expenses as low as possible.

If **FirstAssist** do not agree with the **insured person's** choice of **representative**, the matter may be decided by arbitration (see page 37).

4. Conflict of interest

If at any time during the course of the claim we or **FirstAssist** become aware of a possible conflict of interest, the **insured person** will be told in writing. The **insured person** has the right to suggest a solicitor or other qualified person or firm to act as a **representative** and take over the claim.

FirstAssist will appoint a **representative** in the name of the **insured person**.

Section 11 Uninsured loss recovery

Part 2 – Conditions

5. *Control of the claim*

FirstAssist will have control of the claim, in consultation with the **representative**, and the **insured person** must follow their reasonable advice.

The **insured person** must not start **legal proceedings** without **FirstAssist's** written permission. **FirstAssist** will not unreasonably refuse permission.

The **insured person** must co-operate fully with:

- **us**;
- **FirstAssist**;
- the **representative**; and
- any barristers appointed by the **representative**.

The **insured person** must keep **FirstAssist** or the **representative** informed of all developments as soon as possible after these developments happen.

If **legal proceedings** are not successful and the **insured person** plans to appeal, they must write and tell **FirstAssist** or the **representative**. They must do this:

- 14 days before the deadline for making an appeal; or
- as soon as possible if the period of appeal is 14 days or less.

We will cover the **legal expenses** of the appeal if **FirstAssist** and the **representative** agree that there are reasonable prospects of the appeal succeeding.

6. *Reasonable prospects*

We will pay an **insured person's legal expenses** as long as there is a reasonable chance that the claim or **legal proceedings** will achieve the result which the **insured person** wants.

If at any time **FirstAssist** or the **representative** consider that there is not a reasonable chance that the claim or **legal proceedings** will achieve the desired effect, **FirstAssist** will write and tell the **insured person** that our support will end after 14 days.

We will not pay **legal expenses** after the **insured person** has received the notice unless **FirstAssist** have given written permission.

FirstAssist will not refuse permission without a good reason if it could harm the claim or **legal proceedings**.

Section 11 Uninsured loss recovery

Part 2 – Conditions

7. Settling early

The **insured person** must tell **FirstAssist** as soon as possible of any offer or payment which is made to settle the claim. The **insured person** must not make or agree to any offer to settle the claim without **FirstAssist's** permission. **FirstAssist** will not refuse permission without a good reason.

If the **insured person** rejects an offer or payment which is equal to or greater than the total damages they are eventually awarded, **we** will not pay **legal expenses** for any time after the offer or payment was made unless **FirstAssist** agrees.

8. Arbitration

The **insured person** has the right to take any dispute with **FirstAssist** to arbitration.

FirstAssist also have the right to take any dispute with the **insured person** to arbitration.

The arbitrator will be either a solicitor or barrister agreed by **FirstAssist** and the **insured person**. If **FirstAssist** and the **insured person** cannot agree on an arbitrator, the Bar Council or the President of the Law Society will choose one within the **British Isles**.

Whoever loses the arbitration must pay all costs and expenses. If the decision goes against the **insured person**, they cannot claim the arbitration costs under **your policy**.

FirstAssist will give the **insured person** written details of the right to arbitration. If the **insured person** wants to take any dispute with **FirstAssist** to arbitration, they must write to **FirstAssist** and tell them this.

9. Accounts and level of expenses

The **insured person** or the **representative** must pass on to **FirstAssist** all accounts for **legal expenses** as soon as possible after receiving them.

FirstAssist may ask the **representative** to have the **legal expenses** taxed, assessed or audited.

Section 12

Replacement locks

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

What we cover

We cover theft of **your car** keys.

We will settle the claim by paying to replace the appropriate locks or lock mechanism.

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

Conditions which apply to your whole policy

A. Reporting a claim

You must tell **us** immediately about any incident or legal proceedings which may lead to a claim.

If there has been a theft or attempted theft, **you** must also tell the police immediately.

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

If **you** receive a writ, summons or other legal documents or letters, **you** must send them to **us** immediately.

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

B. Assessing your claim

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

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

C. Fraud

We will not pay benefits or arrange assistance if:

- **you** or any person makes a false claim or deliberately exaggerate **your** claim;
- **you** or any person sends **us** false declarations or statements to support **your** claim; or
- **you** or any person sends **us** any other false or invalid documents to support **your** claim.

D. Changes in risk

You must tell **us** immediately about any change in risk which could affect **your policy**. For example, **you** must tell **us** if any of the following happens.

- **You** or any other **driver** has been convicted of any motoring offence including Fixed Penalty Offences or has any prosecutions outstanding.
- **You** or any other **driver** has been involved in any accidents, losses or thefts, regardless of whether a claim was made.
- **You** or any other **driver** has been convicted of a criminal offence or has any possible prosecutions outstanding.
- The main driver of **your car** changes.
- The registered keeper or owner of **your car** changes.
- The number of vehicles in **your** family changes.
- **You** get an extra car or change **your car** for another one.

Important note: this condition continues on the next page

Conditions which apply to your whole policy

D. Changes in risk (continued)

- Any modifications are made to **your car**.
- **You** change the place where **you** usually keep **your car**.
- Any **driver** develops a health condition which may affect their driving.

This is not a full list. If **you** are not sure whether to report any change, please speak to **us**.

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

If **you** do not tell **us** anything which is relevant:

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

E. Looking after your car

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

You must allow **us** to examine **your car** at all reasonable times.

F. Cancelling your policy

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

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

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

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

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

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

G. Other insurance

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

Conditions which apply to your whole policy

H. Taking over your rights

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

This may mean that **we** or **FirstAssist** defend or settle the claim in **your** name. If this happens, **we** or **FirstAssist** will pay any costs and expenses involved.

I. Cover for car sharing

Your policy allows **you** to accept payment from passengers in **your car** as part of a car-sharing agreement, as long as:

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

J. Our right to reclaim payments

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

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

K. Fraudulent application for insurance

We will not pay benefits or arrange help if:

- any part of **your** application for this insurance; or
- any further changes **you** ask for under this **policy**; are deliberately or negligently fraudulent.

For example, this could include:

- not telling **us** about motoring or criminal convictions;
- not telling **us** about previous accidents or losses, even if a claim was not made;
- not telling **us** about modifications to **your car**;
- giving **us** false information about who is the registered keeper or owner of **your car**;
- giving **us** false information about the main user of **your car**; or
- giving **us** false information about the true number of vehicles in **your** family.

This is not a full list.

Exceptions which apply to your whole policy

A. Use and driving

We will not cover any claim if **your car** is being:

- used for a purpose which is not included on **your certificate of motor insurance**;
- driven by someone or in the care of someone for the purpose of being driven, who is not shown as allowed to drive on **your certificate of insurance**;
- driven by someone who does not have a valid licence unless he or she has held one and is not disqualified from getting another one;
- driven by someone who does not meet the conditions of their licence, except as required by road traffic laws.

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

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

B. Liability which results from an agreement

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

C. Radioactive contamination

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

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

D. War risks

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

E. Riot and civil unrest

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

This exception does not apply to Section 1.

F. Sonic bangs

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

Exceptions which apply to your whole policy

G. Pollution

We do not cover loss or damage caused by pollution or contamination, unless the pollution or contamination is the direct result of a single incident which happens during the **period of insurance**. To qualify for cover, the incident must be sudden, identifiable, unintended and unexpected.

All pollution caused by one incident will be considered to have happened at the time the incident took place.

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

H. Rallies, competitions, trials and track use

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

- in a rally;
- in a competition;
- in a motor trial;
- on a racetrack;
- on a circuit; or
- on a prepared course.

