

Underwritten by



# MOTOR TRADE

Road Risks Insurance Policy

Arranged by





# Motor Trade - Road Risks Insurance Policy

Below are listed the sections of this **policy** Your **policy schedule** will indicate which sections **you** are insured against and when read in conjunction with this **policy** will provide **you** with precise details of **your** insurance protection

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# Customer Information

## Data Protection Notice

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

We are required to send you this information to comply with current Data Protection legislation. It explains how we may use your details and tells you about the systems we have in place that allow us to detect and prevent fraudulent applications and claims. The savings that we make help us to keep premiums and products competitive.

## Data Protection Act 1998

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

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

## Motor Insurance Database

Your policy details will be added to the Motor Insurance Database (MID), run by the Motor Insurers' Information Centre (MIIC). MID data may be used by the DVLA and DVLNI for the purpose of Electronic Vehicle Licensing and by the Police for the purposes of establishing whether a driver's use of the vehicle is likely to be covered by a motor insurance policy and/or for preventing and detecting crime. If you are involved in an accident (in the UK or abroad), other UK insurers, the Motor Insurers' Bureau and MIIC may search the MID to obtain relevant policy information.

Persons with a valid claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.

You can find out more about this from your insurer; or at [www.miic.org.uk](http://www.miic.org.uk).

## Fraud Prevention, Detection & Claims History

- If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies.
- Law enforcement agencies may access and use this information.
- We and other organisations may also access and use this information to prevent fraud and money laundering, for example, when:

Checking details on applications for credit and credit related or other facilities

Managing credit and credit related accounts or facilities

Recovering debt

Checking details on proposals and claims for all types of insurance

Checking details of job applicants and employees

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

## Claims History

Insurers pass information to the Claims and Underwriting Exchange Register; run by Insurance Database Services Ltd (IDS Ltd) and the Motor Insurance Anti-Fraud and Theft Register; run by the Association of British Insurers (ABI). The aim is to help us to check information provided and also to prevent fraudulent claims. When we deal with a request for insurance, we may search these registers. Under the conditions of your policy, you must tell us about any incident (such as an accident, fire, theft or malicious damage) which may or may not give rise to a claim. When you tell us about an incident, we will pass information relating to it to the registers. We may search these databases when you apply for insurance, in the event of any incident or claim, or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

## How to contact the Data Protection Liaison Officer

On payment of a small fee you are entitled to receive a copy of the information we hold about you. If you have any questions, or you would like to find out more about this notice you can write to

Data Protection Liaison Officer  
RSA  
Customer Relations Office  
Bowling Mill  
Dean Clough Industrial Park  
Halifax HX3 5WA

## How to make a claim

To make a claim phone **08450 72 71 72**

Please have **your policy number** to hand when calling. See **Conditions applicable to all sections of your policy** for full information.



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

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

Royal & Sun Alliance Insurance plc (herein called the **insurer**) and **you** agree that the **policy** the **schedule** (including any **schedule** issued in substitution) and any **endorsement** shall be considered one document and any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears

The **statement of fact** or any information supplied by **you** shall be incorporated in and form part of **your policy**

The **insurer** will provide the insurance described in this **policy** within the **territorial limits** subject to the terms and conditions for the **period of insurance** shown in the **schedule** and any subsequent period for which **you** shall pay and the **insurer** shall agree to accept the premium

## Your policy

This is **your** motor trade road risks insurance **policy**

It is the evidence of the contract **you** have made with **us** **We** will cover **you** during the **period of insurance** in the **territorial limits** in the terms set out in this **policy** in return for the premium

**Your statement of fact** this **policy** book **your certificate of motor insurance** and **your schedule** and any **endorsements** are all part of **your policy** Please read them all together to avoid misunderstanding They show **you** which sections are in force and describe details of **your** cover

**You** must tell **us** as soon as possible of any changes to the information given on **your statement of fact** If **you** do not **your policy** may not be valid **You** should not wait until the next renewal date **We** will not pay benefits or arrange help if any part of your **statement of fact** or any further changes **you** ask to make to this **policy** are fraudulent materially misleading or false

**Your schedule** shows which covers are in force **You** should read it carefully along with the relevant sections of **your policy** book **your certificate of motor insurance** and any **endorsements** **You** should also pay particular attention to all terms conditions and Exclusions detailed in this **policy** book

Please make sure that **your policy** meets **your** requirements If it does not please tell **us** without undue delay

## Law applicable

Unless the parties have agreed otherwise in writing any dispute concerning the interpretation of the **policy** shall be governed and construed in accordance with English law and shall be resolved within the non-exclusive jurisdiction of the courts of England and Wales

## When and where we provide cover under your policy

Unless otherwise agreed with **us** **we** only provide cover under **your** policy while the **insured vehicle** is being driven or used within the **territorial limits** and is

- a) on any road in the course of a journey or
- b) in course of transit by water or rail provided this transit is by a commercial carrier or
- c) temporarily garaged or parked during the course of a journey in or on any premises not owned by **you** or in **your** occupation or
- d) garaged in the private domestic garage or parked at the private residence of **you** or any **driver** (provided that the garage or residence is not **business premises**)

## Policy definitions

The words defined below will have the same meaning wherever they are shown in **your policy** in bold print and their meaning is not varied by a definition in a particular section

- Accessories** Supplementary parts of the **insured vehicle** related to its function including spare parts safety equipment and manufacturer's tool kit ordinarily kept in or on the **insured vehicle**
- Business** Means the business shown in **your schedule** and **your statement of fact**
- Business premises** Means the business address (or addresses) shown in **your schedule** and any house building structure or land used owned or occupied by **you** or any partner director employee or **driver** for
- a) repair service and maintenance or
  - b) sale or display or
  - c) storage
- of any motor vehicle
- Any private residence **you** or any **driver** permanently resides at is not a **business premises** for the purpose of this insurance
- Certificate of motor insurance** Means the document which provides evidence that an insurance contract is in force which satisfies the requirements of current road traffic legislation
- The **certificate of motor insurance**
- a) has the same number as the **policy**
  - b) shows who may drive the **insured vehicle**
  - c) shows the uses to which the **insured vehicle** can be put
  - d) shows the uses which the **insured vehicle** cannot be put
- Driver** Means anyone who is shown on **your certificate of motor insurance** as being entitled to drive the **insured vehicle** and has **your** permission to drive the **insured vehicle** provided such person
- a) holds a licence to drive the **insured vehicle** or
  - b) has held and is not disqualified for holding or obtaining such a licence unless a licence is not required by law

<b>Endorsement(s)</b>	Means an amendment to the <b>policy</b> agreed by <b>us</b>
<b>Excess(es)</b>	Means the amounts shown in this <b>policy</b> or on <b>your schedule</b> which <b>you</b> must pay when <b>you</b> make a claim for loss of or damage to the <b>insured vehicle</b> This amount will apply to each and every <b>insured vehicle</b> any one claim or number of claims arising out of one event
<b>Insured vehicle</b>	<p>Means any motor vehicle which is owned hired or leased by <b>you</b> or <b>your spouse</b> (if <b>we</b> have agreed and he or she is declared as a <b>driver</b> on <b>your policy</b>) and which is registered in Great Britain Northern Ireland the Isle of Man or the Channel Islands or is in <b>your</b> custody or control in the course of <b>your business</b> for motor trade purposes and which is not</p> <ul style="list-style-type: none"> <li>a) a steam driven vehicle</li> <li>b) a goods carrying vehicle used for hire or reward</li> <li>c) a vehicle transporter or vehicle transporter and <b>trailer</b> capable of carrying more than two vehicles</li> <li>d) any vehicle shown in <b>your schedule</b> which <b>we</b> do not cover and/or excluded by the terms of <b>your certificate of motor insurance</b></li> </ul>
<b>In-vehicle equipment</b>	<p>Means the following items</p> <ul style="list-style-type: none"> <li>a) radio cassette compact disc player or other audio equipment</li> <li>b) phone or other communication equipment</li> <li>c) navigation equipment</li> <li>d) television or other visual entertainment equipment including video cassette recorders DVD players and games consoles</li> </ul> <p>provided they are permanently fitted to and designed solely for use in the <b>insured vehicle</b></p>
<b>Limit(s) of indemnity</b>	Means the maximum amount <b>we</b> will pay for any claim as shown in <b>your schedule</b>
<b>Period of insurance</b>	<p>Means</p> <ul style="list-style-type: none"> <li>a) the duration of the <b>policy</b> as shown on <b>your certificate of motor insurance</b> and <b>your schedule</b></li> <li>b) any following period but only if <b>we</b> accept your renewal premium</li> </ul>

<b>Policy</b>	Means the documents consisting of <ul style="list-style-type: none"><li>a) this <b>policy</b> book and</li><li>b) <b>your statement of fact</b> and</li><li>c) <b>your schedule</b> and</li><li>d) <b>your certificate of motor insurance</b> and</li><li>e) any <b>endorsement(s)</b></li></ul>
<b>Schedule</b>	Means the document which describes <ul style="list-style-type: none"><li>a) <b>you</b></li><li>b) any other <b>driver</b> and</li><li>c) any special details of <b>your policy</b> such as <b>excesses</b> or additional terms conditions and Exclusions</li></ul>
<b>Statement of fact</b>	Means the document setting out information provided by <b>you</b> or <b>your</b> representative as being relevant to the cover applied for and assumptions <b>we</b> have made about factual circumstances relevant to the cover applied for. If the information is incorrect <b>you</b> must inform <b>us</b> without undue delay.
<b>Territorial Limits</b>	Means <ul style="list-style-type: none"><li>a) Great Britain Northern Ireland the Isle of Man the Channel Islands</li><li>b) Republic of Ireland</li></ul> and in the course of transit by water or rail within or between any of these territories provided this transit is by commercial carrier.
<b>Terrorism</b>	Means acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of HM Government in the United Kingdom or any government de jure or de facto.
<b>Trailer</b>	Means any <b>trailer</b> which is properly constructed to be towed by the <b>insured vehicle</b> . Any plant permanently attached to a <b>trailer</b> shall be regarded as part of that <b>trailer</b> .
<b>Vehicle keys</b>	any device used for starting the <b>insured vehicle</b> or for using its locks or immobiliser.

- We, us, our, insurer** Means Royal & Sun Alliance Insurance plc
- You, your, policyholder, insured** Means the person (s) or company (ies) named as the Policyholder or insured in
- a) **Your certificate of motor insurance** and
  - b) **Your schedule**
- Your spouse** Means the husband wife civil partner or partner permanently residing at the same address as **you**

## Section I – Loss of or damage to the insured vehicle

### What we cover

#### A Comprehensive Cover

This cover only applies if **your schedule** shows that the cover applicable is comprehensive

##### What we cover

We cover loss of or damage to

- a) the **insured vehicle** including its **accessories**
- b) any **trailer** whilst attached to the **insured vehicle**
- c) **in-vehicle equipment**

subject to any applicable **excess** and any **limits of indemnity** as shown in **your schedule**

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

- a) protection and removal to the nearest competent repairer and
- b) delivery to **your** address in Great Britain Northern Ireland the Isle of Man or the Channel Islands after repair

#### B Cover for fire and theft

This cover only applies if **your schedule** shows that the cover applicable is third party fire and theft

### What we cover

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

- a) the **insured vehicle** including its **accessories**
- b) any **trailer** whilst attached to the **insured vehicle**
- c) **in-vehicle equipment**

subject to any applicable **excess** and any **limits of indemnity** as shown in **your schedule**

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

- a) protection and removal to the nearest competent repairer and
- b) delivery to **your** address in Great Britain Northern Ireland the Isle of Man or the Channel Islands after repair

#### C How we will settle any claim under this section

If the **insured vehicle** including its **accessories** or any attached **trailer** is lost or damaged **we** may at **our** own option reinstate repair or replace from a suitable source the **insured vehicle** or **trailer** 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

The maximum amounts we will pay under this section shall not exceed the **limits of indemnity** as shown in **your schedule**

The maximum amount we will pay for **accessories** will be the manufacturer's last published retail price

#### D Replacement keys

If the **vehicle keys** of the **insured vehicle** are lost or stolen **we** will pay the cost of

- a) replacing the door locks and/or boot lock
- b) replacing the ignition/steering lock
- c) replacing the lock transmitter and central locking interface
- d) re-coding or if necessary replacing the alarm system

The maximum amount we will pay as a result of such loss or theft will be limited to £1000 any one **period of insurance**

The **excess** shown in **your schedule** will not apply to this cover

#### E Hiring or other agreements

If **we** know that the **insured vehicle** is the subject of a hire purchase agreement or vehicle leasing agreement or other agreement **we** will pay the person or organisation requiring payment under the terms of the agreement and their receipt of the payment will be a discharge of any claim under this section

#### What we do not cover

##### Exclusions to Section I

We do not cover

- a) the amount of any **excesses** shown in **your schedule**
- b) loss of or damage to the **insured vehicle** resulting or arising from deception by a purported purchaser or seller or his or her agent
- c) any loss of value of the **insured vehicle** following repair
- d) loss of use or any wear and tear or depreciation
- e) any repair or replacement which improves the **insured vehicle** beyond its pre accident condition
- f) mechanical electrical electronic computer failure or breakdown or breakage
- g) damage to tyres caused by braking punctures cuts or bursts
- h) loss of or damage to the **insured vehicle** or any **accessories** which is directly caused by work being carried out upon it by **you** or anyone employed by **you** or acting on **your** behalf
- i) loss of or damage to the **insured vehicle** due to theft or attempted theft if
  - i) the **insured vehicle** is left unlocked or
  - ii) the **insured vehicle** windows are left open or
  - iii) the **vehicle keys** are left in on or about the **insured vehicle**

- while the **insured vehicle** is unattended or unoccupied
- j) loss or damage arising from a malicious act or resulting from the **insured vehicle** being taken without **your** permission by
- i) **your spouse**
  - ii) **your** boyfriend or girlfriend
  - iii) anyone who normally lives with **you**
  - iv) a member of **your** family or
  - v) any employee or partner
- k) loss or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds
- l) loss or damage caused by an inappropriate type or grade of fuel being used
- m) loss of or damage to the **insured vehicle** if it has been imported other than through the manufacturer's normal import arrangements
- n) loss or damage arising as a result of a deliberate act by **you** or any person driving the **insured vehicle** with **your** permission
- o) loss of or damage to the **insured vehicle** if **you** or any **driver** was driving under the influence of drink or drugs or is convicted of an offence involving drink or drugs as a result of the incident
- p) loss of or damage to
- i) radio cassette compact disc player or other audio equipment
  - ii) phone or other communication equipment
  - iii) navigation equipment
  - iv) television or other visual entertainment equipment including video cassette recorders DVD players and games consoles
- which are not permanently fitted or designed solely for use in the **insured vehicle**
- q) loss of or damage to the **insured vehicle** in or on the **business premises** or within one kilometer of the **business premises**

## Section 2 – Liability to third parties

### What we cover

#### A Cover if you are driving

We will cover **you** in respect of legal liabilities which **you** incur in respect of

- a) death of or bodily injury to any person (including passengers) or
- b) loss of or damage to material property up to the **limit of indemnity** as shown in the **schedule** for any one claim or number of claims arising out of one event

in connection with the use of the **insured vehicle** (including loading or unloading) or an attached **trailer**

#### B Cover for legal costs and expenses

We will cover **you** in respect of any claims under **A Cover if you are driving** for

- a) the costs of defence against a charge of manslaughter or causing death by dangerous driving
- b) solicitors' fees for representation at a coroner's inquest fatal inquiry or court of summary jurisdiction
- c) other legal fees costs and expenses incurred with **our** written consent

#### C Cover for other people

We will cover the following people for legal liabilities to others in the same way that **we** cover **you** under **A Cover if you are driving**

- a) any **driver**

- b) at **your** request any passenger travelling in or getting into or out of the **insured vehicle**
- c) any person using but not driving the **insured vehicle** for social domestic and pleasure purposes with **your** permission
- d) any principal with whom **you** have an agreement for the performance of work provided **we** shall not be liable in respect of liability arising from the act of default or neglect of the principal
- e) the legal personal representative of any deceased person covered under this section

#### D Emergency treatment fees

We will cover the cost of any emergency medical treatment required under road traffic legislation

If this is the only payment made then **your** No Claim Discount will not be affected

#### E Cross liabilities

If the **policyholder** comprises more than one party (which in the case of a partnership includes each individual partner) **we** will cover each party's liability against the other as if the other was not included as a **policyholder**

#### F Loss of use

We will cover **your** legal liability to pay compensation for loss of use of any customer's vehicle provided that **you** use all diligence in making repairs to such vehicle

## G Discharge of liability

Following any one claim or number of claims arising out of any one event under **A Cover if you are driving** paragraph b) **we** may at any time pay **you**

- a) the maximum **limit of indemnity** as shown in **your schedule** (less any sum or sums already paid as compensation) or
- b) any lesser amount at **our** discretion for which any claim or claims can be settled

**We** will then relinquish the conduct and control of such claim(s) and be under no further obligation to pay out any additional amounts except for the payment of costs and expenses incurred with **our** written consent prior to the date of such payment

## H Towing

**We** will cover **you** in the terms and Exclusions of this section while the **insured vehicle** is being used for the purpose of towing one disabled mechanically propelled vehicle providing that

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

## What we do not cover

### Exclusions to Section 2

**We** do not cover legal liability for

- a) death of or bodily injury to any person arising out of and in the course of such person's employment by the person claiming indemnity under this section except where it is necessary to meet the requirements of any road traffic legislation
- b) loss of or damage to any **insured vehicle** or **trailer** in connection with which cover is provided by this section
- c) loss of or damage to any property which is owned by or in the custody or control of **you** or any person who is making a claim under this section
- d) death of or bodily injury to any person or loss of or damage to property caused by or arising from the loading or unloading beyond the limits of any carriageway or thoroughfare by any person other than the **driver** or the attendant of the **insured vehicle**
- e) any liability arising out of the operation as a tool of the **insured vehicle** or attached plant except where it is necessary to meet the requirements of any road traffic legislation
- f) loss of or damage to property which is being conveyed by any vehicle
- g) any consequence of **terrorism** except if **we** must meet the requirements of any road traffic legislation
- h) loss of use except as described in this section in under **F Loss of Use**

- i) death of or bodily injury to any person or loss of or damage to property arising from the use of the **insured vehicle** while in or on any part of any airport or airfield provided for
  - a) take-off or landing of aircraft or the movement of aircraft on the ground
  - b) aircraft parking including any associated service roads refueling areas ground equipment parking areas aprons maintenance areas and hangers

except where it is necessary to meet the requirements of any road traffic legislation

- j) anyone who is not driving but who is claiming indemnity if they know that the **driver** does not hold a valid licence to drive the **insured vehicle** unless the **driver** has held and is not disqualified from holding or obtaining such a licence
- k) anyone who is driving unless that person holds a licence to drive the **insured vehicle** or has held and is not disqualified from holding or obtaining such a licence
- l) anyone other than **you** if they are entitled to indemnity under any other insurance policy
- m) death of or bodily injury to any person or loss of or damage to property arising directly or indirectly from work on any **insured vehicle** by **you** or any person in **your** service or acting on **your** behalf except where it is necessary to meet the requirements of any road traffic legislation
- n) death of or bodily injury to any person or loss of or damage to property arising directly or indirectly from any **insured**

**vehicle** in or on the **business premises** or within one kilometer of the **business premises** except where it is necessary to meet the requirements of any road traffic legislation

## Section 3 – Cover for foreign use

### A Compulsory insurance cover outside the territorial limits

**Your policy** will provide cover to meet the minimum cover **you** need by law to use the **insured vehicle** or attached **trailer** in any country

- (a) which is a member of the European Union or
- (b)
  - i) which agrees to meet European Commission Directives on motor insurance and
  - ii) of which the European Commission is satisfied that arrangements have been made to meet the requirements of these Directives

### B Extension of cover outside the territorial limits

If **we** agree beforehand and **you** pay any extra premium which **we** require in advance **we** will extend the cover under **your policy** for a specified vehicle which is owned and registered to **you** to provide the cover shown in **your schedule** while being temporarily used in other countries as stated in **Section 3A** above

**We** will also cover **you** while the specified vehicle is in the course of transit (including loading and unloading) between any countries to which this **policy** applies by water or rail provided this transit is by a commercial carrier

### Other charges

**We** will also pay the enforced payment of customs duty that **you** must pay as a direct result of loss of or damage to the **insured vehicle**

**We** will insure **you** against general average contribution salvage and sue and labour charges arising from the transportation of the **insured vehicle** by sea between any countries to which this insurance applies provided that

- a) the **insured vehicle** is insured for comprehensive cover
- b) the contribution relates to the value of the **insured vehicle**

## Section 4 – No Claims Discount

If a claim is made under **your policy** **we** will reduce **your** No Claims Discount when **you** renew **your policy** in line with **our** current scale. If two or more claims are made in any one **period of insurance** **you** will lose all **your** No Claims Discount.

If no claims are made under **your** policy **we** will increase **your** No Claims Discount when **you** renew **your** policy in line with **our** current scale.

The No Claims Discount is not transferable to any other person.

## Section 5 – No Claims Discount protection

This section only applies if it is shown as being included on **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 three consecutive **periods of insurance**.

## Section 6 – Accompanied demonstration use

This section only applies if it is shown as being included on **your schedule**

### What we cover

#### A What we cover

We will provide cover in accordance with the terms conditions and Exclusions of **your policy** while the **insured vehicle** is being driven with **your** permission by any person for the purpose of demonstration for sale provided that this person

- a) is not in **your** employment
- b) is not a member of **your** family **your** boyfriend or girlfriend anyone who normally lives with **you** or of any named **driver**
- c) is accompanied at all times by a **driver** in **your** employment
- d) holds or has held a full and valid driving licence to drive the **insured vehicle** and is not disqualified from holding or obtaining such a licence

## Section 7 – Cover to include vehicles at your business premises

This section only applies if it is shown as being included on **your schedule**

### A Definitions which apply to this section

The following definitions apply to this section in addition to the **policy** definitions

#### **Locked**

Means that the door used as a final exit is secured with either:

- a) a 5 lever mortice deadlock or a rimlock that conforms to BS3621
- b) a heavy duty closed shackle padlock and compatible locking bar

All other opening external doors if not secured with either a 5 lever mortice deadlock or a rim lock that conforms to BS3621 must be fitted with two key operated security bolts fitted internally top and bottom to each leaf in addition to any existing locks

All ground floor and basement opening windows/skylights and readily accessible opening windows/skylights on other floors must be secured with either key operated locking devices or other locking devices which rely upon a removable component for their security

#### **Standard construction building**

Means a building being built mainly of brick stone or concrete or other non combustible materials

#### **Secured forecourt or yard**

Means behind a wall of at least nine inches thickness and two feet in height or permanent concrete or steel bollards or steel hoops at least 670mm in height above ground set in concrete to a depth of at least 900 mm spaced at intervals no wider than 1.3 meters or security fencing constructed in accordance with BS1722: Specification for fences Part 10, 12 or 14 Gates to be of commensurate strength and secured by a heavy duty closed shackle padlock Gate hinges must be designed to prevent gate lift-off If not of such design they should be capped off by a disc of mild steel welded to the top of the pin

#### **Protected area**

Means a secure key cabinet securely fixed to a solid wall or floor anchored safe within a **standard construction building** in an area protected by an intruder alarm that complies with one of the following British or European Standards:

- BS4737 – Intruder Alarm Systems in Buildings
- BS7042 – High Security Intruder Alarm Systems in Buildings
- PD6662/EN50131 Alarm Systems (minimum Grade 2)

The Alarm system must be fitted and maintained by either a National Security Inspectorate (NSI) installer or Security Systems and Alarms Inspection Board (SSAIB) installer

## What we cover

### B What we cover

We will provide cover under this section to include **insured vehicles** at **your business premises** in accordance with the terms conditions and Exclusions of **Section 1 – Loss of or damage to the insured vehicle** other than Exclusion a) and subject to the following additional terms conditions and Exclusions

#### Limits of indemnity

The maximum amount payable under this section is £50,000 in respect of any one **period of insurance** and £25,000 any one claim or number of claims arising out of one event

### C Security conditions

**Insured vehicles** must be secured by the following means

- a) In a **locked standard construction building** or
- b) On a **secured forecourt or yard** area or
- c) In the open by individual approved Thatcham Category 4 Device

All **insured vehicles** must be locked and any **vehicle keys** and any wheel clamps keys removed either to a **protected area** or removed from the site

## What we do not cover

### Exclusions to Section 7

We do not cover

- a) an **excess** of £500 of each and every claim made under this extension
- b) theft of **accessories** unless the **insured vehicle** is stolen at the same time
- c) vehicles when the **business premises** are left unattended or closed for business unless the vehicles are secured in accordance with C Security Conditions shown above

## Section 8 – Legal Assistance Plan

This section only applies if it is shown as being included on **your schedule**

The words defined below will have the same meaning wherever they are shown in this section in **bold**

### Definitions

<b>Solicitor(s)</b>	means the <b>solicitor</b> or other suitably-qualified person acting for <b>you</b>
<b>Legal expenses</b>	means legal fees and other expenses <b>your solicitor</b> has reasonably charged <b>you</b> (with <b>our</b> prior agreement) for any legal proceedings. Also costs which a civil court has ordered <b>you</b> to pay or which <b>we</b> have agreed to
<b>Legal proceeding</b>	means civil proceedings arising out of a motor accident
<b>Uninsured losses</b>	means expenses or compensation claims (or both) which are not covered by <b>your policy</b> but for which <b>you</b> have a claim at law against the responsible party

### What we cover

In the event that **you** make a claim under this section in respect of a motor accident occurring within the **territorial limits** in which **you** are involved **we** will try to recover **your** uninsured losses (and cover legal expenses to claim those losses) provided **we** and **your solicitor** are of the view that it is more likely than not that **you** will succeed in a claim for those losses

If **we** have paid for any legal expenses and **you** are later awarded repayment of costs in any claim **we** will be entitled to reimbursement of those costs

**You** have the right to choose a **solicitor** to act as **your** representative subject to **our** agreement regarding charges

**We** will appoint the **solicitor** upon **our** standard terms of appointment to act in **your** name and for **your** benefit

The maximum amount **we** will pay for legal expenses shall not exceed £50,000 for any one claim or number of claims arising out of one event

### What we do not cover

#### Exclusions to Section 8

(also see **Policy Exclusions**)

#### We do not cover

- Any claim if **you** tell us about the motor accident more than 180 days after it happened
- Any claim if the motor accident happened before cover under this section started
- Any legal expenses incurred by **you** before **we** agree to appoint a **solicitor** to act for **you**
- Any legal expenses charged as a result of **your** conduct which may reasonably be considered to hinder **your** claim

- e) Any legal expenses if **you** withdraw from the legal proceedings without **our** agreement
- f) **We** will be entitled to a refund of any money **we** have paid
- g) Any claim arising from damage to **your insured vehicle** where such claim is made against **you**
- h) Any expenses for an expert witness unless **we** have given written approval
- i) Any legal expenses which **you** can claim under another insurance **policy** or which **you** could have claimed if **you** had kept to the terms of that **policy**
- j) Any claim arising from a malicious act
- k) Any claim for any legal expenses relating to any other person or organisation bringing a claim or counterclaim against **you**
- l) Legal expenses **you** can recover from any other person

## Conditions to Section 8

(see also **Policy conditions**)

### **A Controlling of claims**

**We** and **your solicitor** will have control of any claim **You** must

- a) keep **us** informed of any developments relating to **you** or **your** claim as soon as possible after **you** find out about them
- b) follow **our** and **your solicitors** advice
- c) not start defend stop or withdraw from legal proceedings without **our** agreement
- d) give **us** and **your solicitor** information and instructions as requested

**We** may see any information documents or evidence **you** or **your solicitor** has **We** will have direct access to **your solicitor** at all times

If in any legal proceedings **your** claim is not successful and **you** want to appeal **you** must write and tell **us** and **your solicitor** not later than

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

**We** will cover **your** legal expenses for the appeal if **we** and **your solicitor** agree that it is more likely than not that **your** appeal will succeed

### **B Reasonable prospect of success**

**We** will try to recover **your** uninsured losses or pay **your** legal expenses provided **we** and **your solicitor** are of the view that it is more likely than not that **your** claim or the legal proceedings will mean **you** receive money by way of compensation

If at any time **we** or **your solicitor** think that **your** claim or the legal proceedings do not have a reasonable prospect of success **we** will confirm this in writing to **you** **We** will tell **you** that **we** will not take any more action or pay any more legal expenses without **our** written agreement from 28 days after **you** receive the notice

**You** have a right to continue the claim or legal proceedings but this will be at **your** own expense

## **C Representation**

When **you** have told us about a claim **we** may

- a) investigate the claim and
- b) attempt to achieve a fair settlement using a **solicitor** if **we** think it is necessary

**You** have the right to choose a **solicitor** to act as **your** representative. If **you** exercise **your** right to choose a **solicitor** **you** must not agree charges without **our** consent. **We** will appoint the **solicitor** upon **our** standard terms to act in **your** name and for **your** benefit.

**We** or **you** may refer any disagreement about **your** choice of the **solicitor** to arbitration under the arbitration condition of this section.

## **D Legal expenses**

The amount of legal expenses **we** will pay will be assessed under the same principles as applied by the courts when assessing costs to be paid by one person to another on the standard basis.

- a) These are defined in England and Wales under Order 62 of the Rules of the Supreme Court (from time to time) under Order 38 of the County Courts Act 1984 and under the Civil Procedures Rules 1998.
- b) If the claim falls under the law of Scotland the claims for costs and expenses will be restricted to amounts allowed in Sheriff Court defended actions under Chapter II (in Ordinary proceedings) or under Chapter IV (in Summary Cause proceedings) of the Act of Sederunt (Fees of **Solicitors** in the Sheriff Court) (Amendment and Further Provisions) 1993.

**You** or **your solicitor** must send all accounts for legal expenses to **us** as soon as possible after **you** receive them. **We** may ask **your solicitor** to have the legal expenses assessed (detailed or summary) taxed or audited.

The legal expenses that **we** will pay will not be affected by any agreement or promise made by **you** to any **solicitor** or other person unless **we** have approved it in writing.

## **E Settlement offers**

**You** must tell **us** as soon as possible of any offer to settle the claim (this includes any payment into court).

**You** or **your solicitor** must not accept or make any offer to settle the claim if this would mean **we** have to pay legal expenses unless **you** have **our** agreement. **We** will not withhold **our** agreement unreasonably.

If **we** or **your solicitor** are of the view that any offer to settle the claim should be accepted but **you** do not accept such offer and the amount of the offer is equal to or greater than the total damages which **you** are eventually awarded **we** will not pay for any further legal expenses from the date of the offer

## **F Options to pay**

**We** may decide to pay **your** claim for compensation instead of continuing **your** claim or legal proceedings

## **G Conflict of interest**

If at any time during the course of the claim **we** become aware of any possible conflict of interest **we** will

- a) tell **you** about it in writing and
- b) give **you** the right to choose a **solicitor**

## **H Arbitration**

**You** have the right to refer any disagreement **you** have with **us** to arbitration **We** also have the same right

The arbitrator will be a **solicitor** or barrister **we** both agree on If **we** cannot agree the President of a suitable lawyers' organisation will be asked to choose one Whoever loses the arbitration will pay all the costs and expenses of the arbitration If the arbitrator decides in **our** favour **you** cannot recover the costs of the arbitration under this section

**We** will write to **you** telling **you** of this right if **we** disagree about anything **You** must write and tell **us** if **you** want to take up this option

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

## **I Cancellation**

**You** may cancel this section of the **policy** at any time **We** will refund the appropriate proportion of **your** premium worked out from either the date **you** contact **us** or a future date from which **you** would like this section of **your policy** cancelled

**We** may cancel this section of the **policy** if **we** send **you** a letter giving **you** 7 days' notice to **your** last known address **We** will then refund the appropriate proportion of the premium

# Policy Conditions - applicable to all sections of your policy

## A Compliance with policy terms

It is a condition of **your policy** that **you** comply with the terms and conditions **your policy** and that any other person covered by **your policy** complies as though they were **you** with the terms and conditions of **your policy**

## B Claims procedure and requirements

1. In the event of any accident injury loss or damage **you** or **your** legal representative must at **your** own expense
  - a) notify **us** without undue delay of and provide full details as soon as possible after any event which could lead to a claim under **your policy**
  - b) send to **us** any letters or documents **you** receive in connection with the event before **you** reply to them
  - c) immediately inform the police of the theft of or attempted theft of or malicious damage to the **insured vehicle** and obtain a crime reference number
  - d) send to **us** without undue delay upon receipt any writ summons or other legal process issued or commenced against **you**
  - e) notify **us** of any impending prosecution coroners inquest or fatal accident enquiry or the intended issue of any writ summons or other legal process by **you** or on **your** behalf
  - f) supply all estimates information and assistance as may be required by **us**
2. **We** shall be entitled to take and keep possession of the **insured vehicle** and to deal with the salvage in a reasonable manner
3. **You** must not
  - a) i) admit liability or promise payment
  - ii) negotiate or repudiate any claim without **our** written consent
  - b) abandon any property to **us**

## C Exercising rights on your behalf

If **you** make a claim **you** must be prepared to take any steps **we** ask **you** to take to protect **your** rights or the rights of other persons covered by **your policy** **You** must be prepared to allow **us** to act in **your** name and take any steps **we** feel are necessary to protect **your** rights

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

**D Fraudulent claims**

If any claim is in any respect fraudulent or if any fraudulent means or devices are used by **you** any **driver** or anyone acting on **your** or their behalf to obtain any benefit under **your policy** or if any loss or damage be occasioned by the willful act or with the connivance of **you** or any **driver** all benefits under **your policy** shall be forfeited

**E Changes in risk**

**You** must tell **us** without undue delay about any change in risk which could affect **your policy** For example **you** must tell **us** if any of the following happens

- a) **You** or any other **driver** has been convicted of any motoring offence including Fixed Penalty Offences or has any prosecutions pending
- b) **You** or any other **driver** has been convicted of a criminal offence or have any possible prosecutions outstanding
- c) **You** or any other **driver** develops a health condition which may affect their driving
- d) **You** change **your** place of business or make any material alterations to **your** place of business
- e) **You** change **your** trading activities

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

- a) **your policy** may not be valid and
- b) **we** may reject **your** claim

**F Reasonable precautions**

**You** and any other **driver** must take all reasonable precautions to prevent injury loss or damage and maintain the **insured vehicle** in a safe and roadworthy condition

We will have free access to examine the **insured vehicle** at all reasonable times

**G Annual premium cancellation**

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

If no claim has been made or will be made **we** will allow a refund of premium for any remaining period of cover when we receive **your** current **certificate of motor insurance**

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

**We** may cancel **your policy** If **we** do this **we** will write to **you** by recorded delivery to **your** last known address confirming that all cover will end 7 days after the date on the letter and **you** must return **your** current **certificate of motor insurance**

#### H Consumer credit termination clause

**We** reserve the right to terminate **your policy** in the event that there is a default in instalment payments due under a linked loan agreement

**You** must then return **your** current **certificate of motor insurance** to **us** immediately if we cancel **your policy**

#### I Other insurance

Where a claim is covered under **your policy** and this claim is also covered by any other insurance **we** will only pay **our** reasonable share of the claim

#### J Our right to reclaim payment

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

- a) solely because of the requirements of any law and
- b) which **we** would not have paid under the terms of **your policy** if that law had not existed

#### K Motor insurance database

**You** must promptly supply details of all vehicles to be insured on **your policy** and advise **us** when vehicles are sold or disposed of to meet **your** legal obligation as required by the relevant law applicable in Great Britain and Northern Ireland for entry on to the Motor Insurance Database Failure to meet this obligation could mean that **we** refuse to deal with any claim or cancel **your policy**

#### L Fraudulent application for insurance

**We** will not pay benefits or arrange help if

- a) any part of **your** application for this insurance or
  - b) any further changes **you** ask for under this **policy**
- are fraudulent materially misleading or false

#### M Dispute resolution

**You** and **we** will attempt in good faith to resolve any disputes or claim arising out of or relating to this **policy** promptly by negotiations

If the matter is not resolved through negotiations **you** and **we** will attempt in good faith to resolve the dispute through mediation

Using this dispute procedure does not prevent **you** from referring the matter to the Financial Ombudsman or the right to appeal against any decision in a court of law

#### N Application of limits

The maximum amount **we** will pay irrespective of the number of parties insured by this **policy** having a claim under this **policy** shall not exceed in whole any stated **limits of indemnity**

For the purposes of the **limits of indemnity** all parties included in the definition of the **policyholder** and insured under **your policy** will be treated as one **policyholder** and there will be only one contract of insurance between the **policyholder** and **us**

# Policy Exclusions - applicable to all sections of your policy

## Exclusion 1 – Use and driving

We will not cover any claim if the **insured vehicle** is being

- a) used with **your** permission but is being driven or used for a purpose which is not included on **your certificate of motor insurance**
- b) driven by **you** unless **you** hold a licence to drive the **insured vehicle** and **you** are not disqualified from holding or obtaining a licence
- c) driven with **your** permission by any person who is not permitted to drive on **your certificate of motor insurance**
- d) driven by any person who **you** know does not hold a licence to drive the **insured vehicle** and is not disqualified from holding or obtaining a licence
- e) driven by any person who does not meet the conditions of their licence except where it is necessary to meet the requirements of any road traffic legislation
- f) driven by or in the charge of any person (including **you**) who **you** know is a provisional licence holder and who is not accompanied by a person aged 21 years or over and held a full and valid licence for at least three years unless agreed by **us** and confirmed in writing

## Exclusion 2 – Liability which results from an agreement

We will not cover any liability which results only from an agreement **you** have made We will not provide indemnity in respect of liquidated damages fines or penalties

## Exclusion 3 – Radioactive contamination

Loss or destruction of or damage to any property or motor vehicle or any loss or expense resulting or arising therefrom or any other loss or any legal liability 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
- b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

## Exclusion 4 - War

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

### **Exclusion 5- Riot or civil commotion**

We will not cover any consequence of riot or civil commotion occurring elsewhere than in Great Britain the Isle of Man or the Channel Islands

We will not apply this exclusion to **Section 2 – Liability to third parties**

### **Exclusion 6 – Pollution**

We do not cover death of or bodily injury to any person or loss of or damage to property directly or indirectly caused by pollution or contamination unless caused by a sudden identifiable unintended and unexpected incident which occurs in its entirety at a specific time and place during the **period of insurance**

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

We will not apply this exclusion in circumstances where it is necessary to meet the requirements of any road traffic legislation

### **Exclusion 7 – Rallies competitions trials and track use**

We will not cover the **insured vehicle** if it is used

- a) in a rally competition or motor trial (other than road safety rallies or treasure hunts) or speed testing
- b) on a racetrack circuit or prepared course

We will only provide cover in circumstances where it is necessary to meet the requirements of any road traffic legislation

### **Exclusion 8 – Confiscation**

We do not cover any loss or damage arising from confiscation destruction or requisition by order of any government public municipal local or customs authority

We aim to provide **you** with a first class service If **we** have not delivered the service that **you** expect or **you** are concerned with the service provided **we** would like the opportunity to put things right

# Complaints procedure

## Our complaints process

Initially please raise your concerns with your usual business contact.

If your complaint is not resolved or you are not happy with our response and the course of actions proposed you can progress your complaint to our Customer Relations Office. A separate investigation will then be carried out in an attempt to resolve your complaint and a final response issued. However if resolution is not possible they will issue a response within 8 weeks of your original complaint.

## Customer Relations Contact Details

Customer Relations Office  
Royal & Sun Alliance Insurance plc  
Bowling Mill  
Dean Clough Industrial Estate  
Halifax  
HX3 5WA

Tel: 0800 1076161  
Fax: 01422 325227  
e-mail: [crt.halifax@uk.rsagroup.com](mailto:crt.halifax@uk.rsagroup.com)

## What to do if you are still not satisfied

If you are still not satisfied, Royal & Sun Alliance Insurance plc is regulated by the Financial Services Authority whose arbitration service is the Financial Ombudsman Service and you may be able to refer your complaint to them.

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

Tel: 0845 0801800  
e-mail: [complaints.info@financial-ombudsman.org.uk](mailto:complaints.info@financial-ombudsman.org.uk)  
Web: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## Your rights

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.

### **The Financial Services Compensation Scheme (FSCS)**

Royal & Sun Alliance Insurance plc is a member of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. You may be entitled to compensation if we cannot meet our obligations, depending on the circumstances of the claim.

Further information about the compensation scheme can be obtained from the FSCS.



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For your protection, your telephone calls may be recorded and monitored.