

Important: Please read and keep it safe

# Private Car Insurance Policy





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# Welcome to

## Horizon Private Car Insurance from Comfort Insurance



Welcome to Horizon Private Car. This policy forms part of your legal contract with us and defines exactly what **you** are covered against. Please refer to your schedule for confirmation of the level of cover **you** have chosen. Choosing Horizon Private car, gives **you** automatic membership to our Club Insurance service and access to the exclusive Comfort MC Assist claims service; **0800 0280038**.

### Why Clubline is good for you

Comfort MC Assist is a freephone number, offering help and assistance in the United Kingdom, Channel Islands and the Isle of Man and operating 24 hours a day, 365 days of the year.

It is designed to ensure any motoring problems **you** encounter are resolved swiftly and smoothly, keeping your motoring life as stress free as possible.

### If you need to claim

Simply phone Comfort MC Assist on 0800 0280038 and a Club Incident Manager will record details of the incident **you** describe. They will be able to confirm:

- Whether your policy covers **you** for the incident
- Any excess that **you** will have to pay
- All the steps involved in the process of making a claim.

### Next...

**You** will be sent a statement of fact and contacted by your Personal Incident Manager to confirm the details that **you** have already provided to Comfort MC Assist.

All **you** need to do is add any relevant information, check and sign it.

It's never been easier!

### The practicalities

If **you** are involved in an accident, phone Comfort MC Assist and if the incident is covered we will arrange for:

- Your vehicle to be recovered
- A safe passage home for **you** and your passengers
- Your Personal Incident Manager to talk **you** through the claims process.

If the incident is not covered under your policy we can still arrange to assist you. However, a charge will be made.

If **you** have selected Horizon Advantage Insurance (outlined in the next section) and **you** require Breakdown Assistance, again call Comfort MC Assist and we will arrange for RAC to be with **you** as soon as possible.

### Important

When telephoning Comfort MC Assist, have your vehicle registration number ready. This will enable your Club Personal Incident Manager to find your policy records quickly and provide the level of service that **you** expect. For our joint protection, calls may be recorded and/or monitored.

### Key benefits

- Full Courtesy Car – Car for 14 days in event of total loss
- Child Seats – Replacement cover up to £100 per child seat in the event of an accident or loss
- Use our select repairer service – and we will book your vehicle into an approved repairer, provide a courtesy car for the duration of the repair up to a maximum of 14 days and guarantee any repairs for three years
- All repairs form part of the manufacturers warranty certificate
- Replacement locks if keys are stolen

- Choice of Social, Domestic and Pleasure (SD&P), SD&P and Commuting, SD&P and Business use
- Free breakdown recovery whilst driving in any EU country
- Customers have access to Comfort MC Assist – a 24-hour emergency claims and legal helpline
- Ability to identify and appoint the approved repairer best suited to your requirements and location
- Fast authorisation for repairs
- One-call to report all claim types and provide scene of the accident advice
- Unlimited audio equipment cover on manufacturer fitted systems

### Optional Extras Advantage

Provides RAC breakdown cover and enhanced limits for Personal Accident, Personal Effects and Medical Expenses.

*Always keep your policy number with you in the car.*

# Horizon Advantage

The option that gives you a whole lot more

Gold, the same great service but with higher and more extensive levels of cover.

Horizon Advantage, also known as Club Gold, goes even further, providing extra benefits to give **you** total motoring confidence. **You** will have the security of extensive cover, whether on the road or at home, in the event of breakdown, accident or theft, supported by an award winning claims service focused on restoring your enjoyment of car ownership.

Full Breakdown and Rescue cover, provided by RAC

It's no fun being stranded when the car suddenly breaks down, especially when **you** have passengers with you. Advantage gives **you** the reassurance of:

- Roadside assistance
- At-home assistance

And if **you** breakdown away from home, Advantage provides a choice of:

- Free courtesy car
- Overnight accommodation for driver and passengers
- Onward transportation of the car plus driver and passengers
- Onward transportation may be provided if the driver should fall ill

- Refund of the cost of public transport to enable the driver and passengers to complete their journey.

Personal Cover

- If the policyholder is travelling in any other car, **you** are covered for both roadside and home assistance
- Increased Personal Accident cover of £5,000 for **you** and your partner
- Increased Medical Expenses cover of £300 in respect of each person insured
- Increased Personal Effects cover of £200 per incident.

Extended Accident and Theft benefits

An accident is not only a shock, it can create havoc with your plans. If it should happen to you, Club Gold offers one of these options to choose from:

- Free courtesy car for up to 14 days
- Overnight accommodation for driver and passengers
- Refund of the cost of public transport to enable the driver and passengers to complete their journey

Should the car be stolen and not recovered:

- Provision of alternative transport to complete the journey.

If **you** want to know more, please contact Comfort Insurance who will take **you** through the detail.

# Important Information

## The Contract of Insurance

This policy is a contract of insurance between the **policyholder** and **us**. The **policyholder** enters into a contract with **us** when they agree to take out the policy on the terms and conditions **we** have offered and to pay the premium. It is the **policyholder's** responsibility to ensure that all **persons insured** are aware of the terms of this policy.

The following elements form the contract of insurance; please read them and keep them safe:

- Policy booklet.
- Information contained on your application and/or statement of fact document issued by **us**.
- **Schedule.**
- Any **clauses** endorsed on this policy, as set out in your **schedule**.
- **Certificate of motor insurance.**
- Any changes to your insurance policy contained in notices issued by **us** at renewal.

In return for paying your premium, **we** will provide the cover shown in your **schedule** under the terms and conditions of this policy booklet during the **period of insurance**. Any changes agreed during the **period of insurance** will be treated as a continuation of the contract of insurance.

Our provision of insurance under this policy is conditional upon all persons who seek to benefit under this policy observing

and fulfilling the terms, provisions, conditions and **clauses** of this policy.

## Renewal of the contract of insurance

Each renewal of the policy represents a new contract of insurance.

For existing customers who pay annually or monthly, the **policyholder** enters into a new contract of insurance with **us** commencing on the date when the **policyholder** agrees to renew the policy and to pay the premium. Persons insured will be covered for the **period of insurance** shown on your renewal schedule.

## Information and changes we need to know about

**You** must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to, and renew your policy.

Please tell your insurance adviser immediately to let **us** know if there are any changes to the information set out in the application form/statement of fact, **certificate of motor insurance** or on your **schedule**. **You** must also tell your insurance adviser immediately to let **us** know about the following changes:

- A change to the people insured, or to be insured.
- Motoring convictions (driving licence endorsements, fixed penalties or pending prosecutions for any motoring offences) for any of the people insured, or to be insured.
- Criminal convictions for any of the people insured, or to be insured.

# Important Information continued

- A change of vehicle.
- Any vehicle modifications.
- Any change affecting ownership of the vehicle.
- Any change in the way that the vehicle is used.

If **you** are in any doubt, please contact your insurance advisor.

When **we** are notified of a change, **we** will tell your insurance adviser if this affects your policy, for example whether **we** are able to accept the change and if so, whether the change will result in revised terms and/or premium being applied to your policy.

If the information provided by **you** is not complete and accurate:

- **we** may cancel your policy and refuse to pay any claim, or
- **we** may not pay any claim in full, or
- **we** may revise the premium and/or change the compulsory excess, or
- the extent of the cover may be affected.

## Customers with Disabilities

This policy and other associated documentation are also available in Large Print, Audio and Braille. If you require any of these formats, in the first instance, please contact Comfort Insurance, Comfort House, 8 Goresbrook Road, Dagenham, Essex RM9 6UR

## Choice of Law

The law of England and Wales will apply to this contract unless:

- (a) You and the Insurer agree otherwise; or
- (b) At the date of the contract you are a resident of (or, in the case of a business, the registered office or principal place of business is situated in) Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply.

## Your Cancellation Rights

You have a statutory right to cancel your policy within 14 days from the day of purchase or renewal of the contract or the day on which you receive your policy or renewal documentation, whichever is the later.

If **you** wish to cancel and the insurance cover has not yet commenced, **you** will be entitled to a full refund of the premium paid.

Alternatively, if you wish to cancel and the insurance cover has already commenced, you will be entitled to a refund of the premium paid, subject to a deduction for the time for which you have been covered. This will be calculated on a pro-rata basis for the period you have received cover.

To exercise your right to cancel, please contact Comfort Insurance. If you do not exercise your right to cancel your policy, it will continue in force and you will be required to pay the premium.



For your cancellation rights outside the statutory cooling off period, please refer to the General Conditions section of your policy booklet.

You must also return your certificate of motor insurance immediately following cancellation.

### Use of Language

Unless otherwise agreed, the contractual terms and conditions and all other information relating to this contract will be English.

### Telephone Call Recording

For our joint protection calls may be recorded and/or monitored.

# Definitions

Wherever the following words or phrases appear, in **bold** they will have the meanings described here.

## You

The **policyholder** named in the **schedule**.

## We, us

Aviva Insurance Limited except where otherwise shown for any policy section.

## Your partner

The husband or wife of the **policyholder**, or the **policyholder's** partner living at the same address as the **policyholder** and sharing financial responsibilities. This does not include any business partners or associates.

## Schedule

The document which gives details of the cover **you** have.

## Market value

The cost of replacing your car with one of a similar type and condition.

## Accessories

Parts of your car which are not directly related to how it works as a vehicle. This includes in-car entertainment, such as radios, and communication equipment, as well as portable phones while they are connected to a power source in your car. Mobile phones which operate independently through their own battery pack are not accessories within this definition.

## Certificate of motor insurance

The current document that proves **you** have the motor insurance **you** need by law. The certificate shows who can drive your car, and what **you** can use it for and whether **you** are allowed to drive other cars. It is proof that **you** can use your car on a road or other public place, as required by the Road Traffic Acts.

The certificate does not show the cover **you** have.

## Clause

Changes in the terms of your policy. These are shown in your policy **schedule**.

## Excess

The amount of any claim **you** will have to pay if your car is lost, stolen or damaged.

## Fire

Fire, lightning and explosion.

## Green Card

A document required by certain non-EU countries to provide proof that **you** have the minimum insurance cover required by law to drive in that country.

## Period of insurance

The period of time covered by this policy as shown in the policy **schedule**, or until cancelled. Each renewal represents the start of a new **period of insurance**. and any further period for which **we** agree to insure **you**.

**RAC**

Benefits and services are provided by RAC Motoring Services and/or RAC Insurance Limited. RAC Motoring Services (Registered No. 01424399, Registered address: RAC House, Brockhurst Crescent, Bescot WS5 4QZ) in respect of insurance mediation activities only and RAC Insurance Limited (Registered No. 2355834, Registered address: RAC House, Brockhurst Crescent, Bescot WS5 4QZ) are authorised and regulated by the Financial Conduct Authority.

Authority within the jurisdiction of the Financial Ombudsman Service and the Financial Services Compensation Scheme. Calls may be monitored and/or recorded.

**Territorial limits**

Great Britain, Northern Ireland, the Channel Islands and the Isle of Man, the Republic of Ireland, Andorra, Austria, Belgium, Croatia, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France (including Monaco), Germany, Gibraltar, Greece, Hungary, Iceland, Italy (including San Marino and the Vatican City), Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Norway, Poland, Portugal, Serbia, Slovakia, Slovenia, Spain, Sweden and Switzerland (including Liechtenstein).

**Theft**

Theft or attempted theft.

**Insured/you/policyholder**

The person or persons described as the insured in the policy **schedule**.

**Insurer/we/us**

Aviva Insurance Limited except where otherwise shown for any policy section.

**Your car**

Any vehicle described in the **schedule** and any other vehicle for which details have been supplied to **us** and a **certificate of motor insurance** bearing the registration mark of that vehicle has been delivered to **you** and remains effective. Any vehicle loaned to **you** or a permitted driver shown on your **certificate of motor insurance** by a supplier **we** have nominated following a claim under the policy.

Any vehicle loaned to **you** or a permitted driver shown on your **certificate of motor insurance** for up to seven days by a garage, motor engineer or vehicle repairer while the motor vehicle described on your policy **schedule** is being either serviced, repaired or having an MOT test.

**Your spouse/domestic partner**

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

# Courtesy Car and Hire Car

Courtesy cars are supplied to reduce your inconvenience and where possible ensure **you** remain mobile throughout the duration of your claim. It is not intended to be an exact replacement for your own vehicle. All courtesy vehicles have comprehensive cover under your existing policy for the period of the loan, regardless of what level of cover **you** requested for **your car**. (Please note that a courtesy car cannot be provided until your claim has been accepted and cover has been confirmed).

## Important information

A standard courtesy car is a class A vehicle, which are small hatchback cars similar to a Nissan Micra.

If your vehicle is immobile or unroadworthy **we** aim to provide a courtesy or hire car within one working day (however, if an incident occurs during a weekend it may not be possible to provide a courtesy car until the following Monday).

In order to avoid undue delays, please advise **us** during the early stages of your claim if an automatic transmission courtesy car is required. Automatic courtesy cars can be supplied, providing the car being repaired is an automatic.

What cover have I got?	What is my situation?	What am I entitled to?
<ul style="list-style-type: none"> <li>Standard courtesy car cover on comprehensive policies</li> </ul>	<ul style="list-style-type: none"> <li>My car is being repaired by an Aviva Approved Repairer</li> <li>My car is being repaired by a repairer of my choice</li> <li>My car cannot be repaired or has been stolen</li> </ul>	<ul style="list-style-type: none"> <li>The Approved Repairer will provide <b>you</b> with a Class A courtesy car for the duration of repairs</li> <li>No courtesy car will be provided if an Approved Repairer is not used</li> <li>Your claims handler will arrange for a Class A hire car for up to 14 days, or up until your settlement cheque is received (whichever is earliest)</li> </ul>
<ul style="list-style-type: none"> <li>Standard courtesy car cover on Third Party, Fire and Theft policies</li> </ul>	<ul style="list-style-type: none"> <li>My car has been stolen or has been set on fire</li> </ul>	<ul style="list-style-type: none"> <li>Your claims handler will arrange for a Class A hire car, for up to 14 days, or up until your settlement cheque is received (whichever is earliest)</li> </ul>

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# Cover for your Vehicle

## Section 1

### Loss of or damage to your car

If **your car** is lost, stolen or damaged, **we** may:

- pay for **your car** to be repaired;
- replace **your car**; or
- pay **you** a cash amount equal to the loss or damage.

The same cover also applies to **accessories** and spare parts relating to **your car** while these are in or on **your car** or while in your private garage. **We** will, however, pay for loss or damage to **your car's** audio equipment, which is away from **your car** or private garage, if such equipment has been designed to be removable or partly removable, cannot function independently of **your car** and has been temporarily removed for purposes of security or maintenance. Full accidental damage cover applies when **your car** is being towed on an A-frame behind your motorhome. Third party cover whilst **your car** is attached to your motorhome is covered by your motorhome policy.

The most **we** will pay will be the **market value** of **your car** at the time of the loss.

If **you** cannot drive **your car** as a result of damage insured under this policy, **we** will pay the reasonable costs of:

- protecting the car and removing it to the nearest Aviva approved repairers; and

- delivering the car back to your address in the British Isles after the repairs have been carried out.

If **we** know that **you** are still paying for **your car** under a hire purchase or leasing agreement, **we** will pay any claim to the owner described in that agreement. Our liability under this policy will then end.

### Accident recovery

In Great Britain, Northern Ireland, Channel Islands and the Isle of Man **we** can arrange for the protection and removal of **your car** to the nearest repairers. In the event of an accident ring the Clubline and **we** will arrange for the following at no additional cost:

- someone to come out and help. If **your car** cannot be made roadworthy immediately it will be taken to our nearest Club-approved repairer. **Your car** can be taken to a repairer of your choice if this is nearer, but this may lead to delays in arranging the repairs to **your car**. This rescue service also applies when an accident occurs in the Republic of Ireland – ring 1800 535005.
- the onward transmission of any messages on your behalf to a member of your family or a friend.

In providing accident recovery assistance **we** will use reasonable care and skill when providing the service. **We** can, however, cancel services or refuse to provide them if, in our opinion, the demands made are excessive, unreasonable or impractical.

# Cover for your Vehicle continued

## New car replacement

We will replace **your car** with a new car of the same make and specification (if one is available in the UK) if, within 12 months of **you** or **your partner** buying the car from new:

- the cost of repairing any damage covered by the policy is more than 60% of the car's list price (including car tax and VAT) when **you** bought the car; or
- **your car** is stolen and not recovered.

We will only replace **your car** if:

- **you** or **your partner** own the car or are buying it under a hire-purchase agreement (not a leasing, contract-hire agreement, or other type of agreement where ownership of the car does not pass to **you**) and the hire-purchase company agrees; and
- **you** or **your partner** are the first registered keeper of the car.

## Exceptions to Section 1 of your policy

Your policy does not cover the following:

- loss of use, wear and tear, depreciation, mechanical, electrical, electronic, computer failures or breakdowns or breakages.*
- loss or damage arising from **theft** whilst the ignition keys of **your car** have been left in or on the car.*
- damage to tyres by braking or by punctures, cuts or bursts.*
- loss or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.*

*(e) loss of value following repair.*

*(f) confiscation or requisition or destruction by or under order of any Government or Public or Local Authority.*

## Excesses

If **your car** is lost, stolen or damaged, **you** are responsible for paying the **excess** shown on your **schedule**, no matter how the loss or damage happened.

The **excess** shown below will apply as well as any other **excess** for damage claims, while the person driving **your car** is:

- |                     |      |
|---------------------|------|
| a) Aged 20 or under | £450 |
| b) Aged 21 to 24    | £350 |

These **excesses** apply in addition to any other voluntary or other compulsory **excesses** that may apply.

If **you** are only claiming for loss of or damage to the glass in **your car's** windscreen, sunroof or windows, or for any scratching of the bodywork arising solely from the breakage of glass, the **excesses** set out above will not apply. **You** will, however, have to pay the first £75 of the cost of glass replacement. This **excess** for glass:

- will not apply when the glass is repaired rather than replaced
- overrides any other general **excess** that would otherwise apply to glass claims.



# Liability to Third Parties

## Section 2 Your liability

We will insure **you** for all amounts which **you** may have to pay as a result of **you** being legally liable for

- (a) a person's death or injury
- (b) damage to their property up to a maximum amount of £20,000,000 (excluding claimant's costs and expenses and any other costs and expenses) and up to £5,000,000 for claimant's costs and expenses and any other costs and expenses incurred with our written consent in relation to damage to their property as a result of an accident caused by:

- **your car**
- any other car driven by **you** in Great Britain, Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man which does not belong to **you** or is not hired to **you** under a hire purchase agreement, provided that your **certificate of motor insurance** indicates that **you** can drive such vehicle
- any trailer while it is being towed by **your car**.

## Liability of other persons driving or using your car

On the same basis that **we** insure **you** under this section, **we** will also insure the following persons:

- any person **you** give permission to drive **your car** provided that your **certificate of motor insurance** allows that person to drive

- any person **you** give permission to use (but not drive) **your car**, but only whilst using it for social, domestic and pleasure purposes
- any passenger travelling or getting into or out of **your car**.
- the employer or business partner of the person using any car for which cover is provided under this section while the car is being used for business purposes permitted under the policy, except that **we** shall not be liable where:
  - the vehicle belongs to or is hired by such employer or business partner
  - the **insured** is a corporate body or firm.

## Legal personal representatives

If anyone who is insured under this section dies, his or her legal personal representatives will have the cover the insured person would have had under this section.

## Legal costs

We will pay the following legal costs if they relate to an incident which is covered under this section:

- The fees of solicitors **we** ask to represent anyone **we** insure under this section at a coroner's inquest or fatal accident inquiry, or to defend any proceedings in a court of summary jurisdiction.

# Liability to Third Parties continued

- Fees for legal representatives **we** ask to defend anyone **we** insure under this section when proceedings are taken for manslaughter or reckless or dangerous driving.

## Exceptions to Section 2 of your policy

The cover under this section will not apply in the following circumstances.

- (a) If any person insured under this section does not keep to the terms, exceptions and conditions of this policy. The cover will also not apply if the **insured** person can claim under another policy.
- (b) If the death of, or injury to, any employee of the **insured** person arises out of, or in the course of, that employee's duties, unless **we** must provide cover under the Road Traffic Acts.
- (c) For anyone **we** insure who claims under this section, if the claim relates to loss or damage to property that belongs to them or is in their care.
- (d) If the damage being claimed for has happened to any vehicle covered by this section.
- (e) While any vehicle is being used on:
  - part of an aerodrome or airport used for aircraft taking off and landing;
  - aircraft parking areas including service roads;
  - ground equipment parking areas; or
  - any parts of passenger terminals within the Customs examination area;

unless **we** are liable under the Road Traffic Acts.

1. Except to the extent that **we** are obliged by the Road Traffic Acts to provide insurance to;

- (a) any direct or indirect consequence of an act or acts of terrorism, whether or not such consequence has been contributed to by any other cause. Terrorism includes but is not limited to:

- the use or threat of force and/or violence and/or
- harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear, chemical, biological and/or radiological means;

when any such act is committed by any person(s) or group(s) of persons in whole or in part for political, religious, ideological or similar purposes, or is claimed to be committed in whole or in part for such purposes:

- Any action taken in controlling, preventing, suppressing or in any other way relating to (a) above.

In respect of terrorism, where **we** are obliged by the Road Traffic Acts to provide insurance, the maximum amount **we** will pay for damage to property as a result of any accident or accidents caused by a vehicle or vehicles driven or used by **you** or any other person, and for which cover is provided under this section, will be:

- £5,000,000 in respect of all claims resulting directly or indirectly from one originating cause; or
- such greater sum as may in the circumstances be required to meet the minimum insurance requirements of the Road Traffic Acts.

# Additional Covers

## Section 3

### Injury to you or to your spouse/ domestic partner

If **you** or **your spouse/domestic partner** suffer accidental bodily injury in direct connection with **your car** or while getting into, out of or travelling in any other private car, not belonging to **you** or hired to **you** under a hire purchase agreement, **we** will pay to the injured person £2,500 if, within three months of the accident, the injury is the sole cause of:

- death
- irrecoverable loss of sight in one or both eyes or total and permanent loss of hearing in one or both ears
- loss of any limb.

The most **we** will pay any one person after any accident is £2,500.

The most **we** will pay any one person during any one **period of insurance** is £5,000.

If **you** or **your spouse/domestic partner** have any other policies with **us** in respect of any other car or cars the injured person will only be able to obtain compensation for their injuries under one policy.

The cover under this section applies irrespective of fault.

#### *Exclusions to Section 3 of your policy*

*This personal accident insurance does not cover:*

- corporate bodies or firms.*
- death or bodily injury arising from suicide or attempted suicide.*

## Section 4

### Medical expenses

If **you**, or any other person in **your car**, are injured as a direct result of **your car** being involved in an accident, **we** will pay for:

- the medical expenses arising in connection with that accident. The most **we** will pay for each injured person is £100.

The cover under this section applies irrespective of fault.

## Section 5

### Rugs, clothing and personal effects

**We** will pay **you** (or, at your request, the owner) for loss or damage to rugs, clothing or personal effects caused by **fire, theft** or accidental means whilst they are in or on **your car**.

The maximum amount payable for any one incident is £150.

Where the loss or damage arises from fire, theft or malicious damage, an **excess** of £200 applies unless your car is in a locked garage at the time of the incident. Where this **excess** applies and there are simultaneous claims for loss or damage arising from **fire, theft** or malicious damage under other sections of the policy, all such claims will be combined and only one **excess** applied.

**You** can only make a claim under this section when also claiming under Section 1 - Loss of or Damage to Your Car.

# Additional Covers continued

## Section 6 Child seat cover

If **you** have a child seat fitted in **your car** and **your car** is involved in an accident or damaged following **fire** or **theft** **we** will contribute up to £100 per child seat towards the cost of a replacement even if there is no apparent damage, subject to **you** making a claim under Section I of your policy.

## Section 7 Payments made under compulsory insurance regulations and rights of recovery

If the law of any country in which this policy operates requires **us** to settle a claim which, if this law had not existed **we** would not be obliged to pay, **we** reserve the right to recover such payments from **you** or from the person who incurred the liability.

### *Exclusions to Section 5 of your policy*

**We** will not pay for:

- (a) *money, stamps, tickets, documents or securities*
- (b) *goods or samples carried in connection with any trade or business.*
- (c) *any rugs, clothing and personal effects if your vehicle is a motor caravan.*

## Section 8 Emergency treatment

**We** will refund payments any person using any car covered by this policy has made under the Road Traffic Acts for emergency treatment.

If **we** make a payment under this section, this will not affect your no-claim discount.

## Section 9 No Claim Discount

If **you** do not make a claim under your policy, **we** will increase your no-claim discount when **you** renew your policy in line with the scale **we** apply at that time.

**We** do not grant no-claim discounts for policies running for less than 12 months. If **we** allow **you** to transfer this policy to another person, any no-claim discount **you** have already earned will not apply to the person to whom the policy is being transferred.

## Section 10 Glass in windscreens, sunroofs or windows

Any payment **we** make for repairing or replacing glass in your car's windscreen, sunroof or windows (or for any scratches on the bodywork caused directly by the broken glass) will not affect your no-claim discount.

## Section 11 Suspending cover

If your car will be out of use for a continuous period of 28 days or more, and this is not a result of any loss or damage covered by this policy, **we** may suspend your cover and refund part of your premium for the laid-up period. **We** will pay this refund when **you** ask

for the cover to start again. If **you** want **us** to suspend your cover, **you** must return your **certificate of motor insurance** immediately.

During the period when cover is suspended, **we** will continue to provide cover for loss or damage caused by **fire** or **theft** while your car is in a locked private garage.

A refund of premium is not allowable under a policy where the total period of cover is less than 12 months.

The cover is not available if your car is a Motor Caravan.

#### *Exclusions to Section 10 of your policy*

**We** will not pay for the following:

- (a) Loss of use, reduction in value, wear and tear, or mechanical, electrical or computer breakdowns, failures or breakages.
- (b) Loss of value following a repair.
- (c) Loss or damage arising from **theft** while the ignition keys of your car have been left in or on the car.

#### Section 12 Continental use/compulsory insurance requirements

In compliance with EU Directives this policy provides, as a minimum, the necessary cover to comply with the laws on compulsory insurance of motor vehicles in:

- any country which is a member of the European Union
- any country which the Commission of the European Communities is

satisfied has made arrangements to meet the requirements of Article 7(2) of EC Directive 72/166/EEC relating to civil liabilities arising from the use of a motor vehicle.

In addition to this minimum cover, the policy provides the cover shown in the **schedule** in any country in the **territorial limits**, subject to:

- your car being normally kept in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
- use of your car for visits to countries outside Great Britain, Northern Ireland, the Channel Islands and the Isle of Man being of a temporary nature, not exceeding 180 days in any one trip.

*Cover includes:*

- transit by sea, air or rail in or between countries within the **territorial limits**
- reimbursement of any customs duty **you** may have to pay after temporarily importing your car into any country within the **territorial limits**, subject to your liability arising as a direct result of a claim covered under this policy
- general Average contributions, Salvage charges and Sue and Labour charges whilst your car is being transported by sea between any countries within the **territorial limits**, provided that your car is covered for loss or damage under this policy.

# Additional Covers continued

## If you take your car abroad

All countries within the **territorial limits** have agreed that a **Green Card** is not necessary for cross border travel. **Your certificate of motor insurance** provides sufficient evidence of compliance with the laws on the minimum compulsory insurance of motor vehicles in any of these countries visited.

There is no cover for countries outside the **territorial limits**. **We** may, however, be prepared to extend cover to certain places by special request, in which case **we** will provide **you** with a **Green Card** and an additional premium will be required. **Your** insurance adviser can also provide **you** with our Driving on the Continent information sheet.

### Section 13 Replacement locks

If the car keys or lock transmitter of your car is lost or stolen **we** will pay for the cost of replacing:

- the door locks and/or boot lock
- the ignition/steering lock
- the lock transmitter and central locking interface.

Provided that **you** can establish to our satisfaction that the identity or garaging address of your car is known to any person who is in possession of your keys or transmitter.

Your No Claim Discount will not be disallowed solely as a result of a claim under this section.

### Section 14 Horizon Advantage Benefits

This section operates if **you** have selected Comprehensive Gold cover as indicated in your policy **schedule**.

#### Hire car, overnight accommodation

If your car has been disabled through an accident covered under Section 1 of this policy in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, **RAC** may, at its discretion, offer **you** or any person permitted to drive as described under '5 – Persons or Classes of Persons entitled to drive' in the **certificate of motor insurance** either:

- a hire car of up to 1600cc for 24 hours subject to the hirer's terms and conditions. This free period of hire must commence within 48 hours after your car was damaged and excludes fuel costs, parking fees and fines; or
- overnight accommodation for the passengers and driver up to a maximum of £150 in total. This does not include, however, the cost of providing meals or drinks; or
- a refund of the cost of public transport for the driver and up to seven passengers to reach the

end of their journey subject to a maximum of £150. **You** will need to produce receipts in order to claim for this.

If your car has been stolen and not recovered arrangements will be made to provide alternative transport up to a total value of £150 in order to complete the journey.

#### **Increased personal accident cover for you and your spouse/domestic partner**

The payment indicated under Section 3 of this policy in the event of death, irrecoverable loss of sight in one or both eyes or the loss of a limb, is increased to £5,000 for any one person.

The most **we** will pay any one person during any one **period of insurance** is increased to £10,000.

All other terms and exclusions applicable to Section 3 continue to apply.

#### **Increased rugs, clothing and personal effects cover**

The maximum amount payable for any one incident under Section 5 of this policy is increased to £200.

All other terms and exclusions applicable to Section V continue to apply.

#### **Increased medical expenses cover**

The amount payable under Section 4 of this policy if **you** or any other occupant of your car is injured as a

direct result of your car being involved in an accident is increased to £300 in respect of each person injured.

All other terms and exclusions applicable to Section 4 continue to apply.

#### **Breakdown assistance**

Cover under this section is provided by RAC Motoring Services and/or RAC Insurance Limited. Cover is provided in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man for **you** or any person permitted to drive as described under '5 – Persons or Classes of Persons entitled to drive' in the **certificate of motor insurance**.

If your car, or a trailer/caravan being towed by it, breaks down, ring the Clubline and **RAC** will arrange for the following at no additional cost:

#### **Your car**

- someone to come out and help.  
If your car cannot be repaired immediately it will be taken to a nearby garage or a closer one of your choice where **you** can arrange for repairs to be made
- assistance if your car will not start while parked at home. If your car cannot be repaired immediately it will be taken to your local garage.

If your car needs to be towed it must display a valid road tax disc.

# Additional Covers continued

In addition, **RAC** will arrange for one of the following options, at no additional cost, if your car breaks down away from home and cannot be repaired within a reasonable time:

- onward transportation for the driver, your car, up to seven passengers and any caravan/ trailer on tow at the time, to the destination of the driver's choice, in one non-stop journey. This facility may also be provided if the driver falls ill and there are no passengers who can drive the vehicle so that the journey cannot be completed. In these circumstances it will be at the discretion of **RAC** whether this service is offered. Some form of medical certification will be required; or
- a hire car of up to 1600cc for 24 hours subject to the hirer's terms and conditions to enable **you** to complete your journey. This excludes fuel costs, parking fees and fines; or
- overnight accommodation for the passengers and driver up to a maximum of £150 in total. This does not include, however, the cost of providing meals or drinks; or
- a refund of the cost of public transport for the driver and up to four passengers to reach the end of their journey subject to a maximum of £150 in order to complete the journey.

## Any private car

The following cover is provided in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man through **RAC** for any private car **you** are travelling in as the **policyholder**, either as the driver or as a passenger:

- someone to come out and help. If the vehicle cannot be repaired immediately it will be taken to a nearby garage where repairs can be carried out.
- assistance if the vehicle **you** are intending to travel in will not start while parked at its normal residence.

## Exclusions to Section 14 of your policy

*Breakdown assistance will not cover:*

- *the cost of any ferry crossings or toll charges*
- *the recovery of any car if it is stuck in water, a bog, a ditch or on a beach or if it has been overturned unless this forms part of your insurance claim*
- *the repair or recovery of any car if it breaks down at the premises of a motor trader*
- *the cost of spares, petrol, oil, keys or other materials and garage labour*
- *the carriage of any livestock which require special transportation facilities*
- *any vehicle which:*
  - *is over 5.5 metres in body length*
  - *is a caravan or trailer over 7 metres in body length*



- weighs more than 3.5 tonnes (gross vehicle mass)
- is carrying a dangerous or illegal load
- cannot be recovered by normal trailers or transporters
- any costs which are not directly covered by the terms and conditions of this section.

In providing breakdown assistance **RAC** employees and contractors will use reasonable care and skill when providing the service. **RAC** can, however, cancel services or refuse to provide them if, in their opinion the demands made are excessive, unreasonable or impracticable.

### Section 15 Continental breakdown and accident recovery

If **you** have Standard Comprehensive cover, as indicated in your policy **schedule**, **you** also qualify for continental breakdown and accident recovery.

No breakdown cover or accident recovery applies whatsoever if **you** have Third Party Fire and Theft or Third Party Only cover.

If **you** have Comprehensive Gold cover, as indicated in your policy **schedule**, **you** can also enjoy breakdown cover in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

This section provides breakdown cover and accident recovery for the **territorial limits** of the policy excluding Great Britain, Northern Ireland, the Channel Islands and the Isle of Man, although the breakdown service will be provided if **you** are on route to or from a port immediately prior to or subsequent to travelling abroad. Cover is provided in the specific instances below by RAC Motoring Services and/or RAC Insurance Limited and is subject to an overall limit of £2,500.

**RAC** will arrange for the following:

- (a) If your car breaks down, or
- (b) Is disabled as a result of an accident covered under Section 1 of your policy whilst being driven by **you** or any person permitted to drive as described under 'Persons or Classes of Persons entitled to drive' in the **certificate of motor insurance**.

Whilst **you** are in the UK:

- a self-drive hire car, including collision damage waiver and a replacement **Green Card** if necessary up to a value of £750, if:
  - as a result of a road accident, **fire** or **theft** within seven days before your departure, your vehicle cannot be repaired or recovered (in the case of **theft**) in time for the journey; or

## Additional Covers continued

- your vehicle breaks down on the way to the port **you** are leaving from and **RAC** confirms that it cannot be repaired the same day.

Please note that any hired vehicle provided in the UK cannot be taken abroad. Once **you** are abroad the cover stated under section 'Whilst **you** are abroad' will be provided.

Whilst **you** are abroad:

- emergency roadside assistance up to a maximum of £175 (not including the cost of any parts). If your car cannot be repaired immediately it will be taken to a nearby garage. In the event of a breakdown **we** will pay either:
    - a contribution towards labour charges if it is possible to repair your vehicle to enable **you** to continue your journey on the same day, or
    - inspection fees to confirm your vehicle cannot be repaired by your return travel date.
  - onward transportation, if your car cannot be repaired within 12 hours, **we** will provide **you** with a replacement car to enable **you** with up to 14 days self-drive car hire (including collision damage waiver, delivery charge and **Green Card** if required), or **we** will pay for standard/second class rail, or both, so that **you** and up to 7 passengers are able to continue your journey or return home.
- Any hired vehicle cannot be brought into the United Kingdom, as **we** will arrange for a second hire vehicle, costs for which are limited to £250, to get **you** home once **you** return to the United Kingdom. **RAC** will use its best endeavours to find a car of similar, but not exact, specification as your own car to ensure that **you** can carry the same number of passengers and amount of luggage.
- a replacement driver, if a registered doctor declares the only qualified driver is medically unfit to drive and there are no passengers who can legally drive the car to complete the journey. In these circumstances it will be at the discretion of **RAC** whether a replacement driver is provided, to enable **you** to reach your destination or return home.
  - repatriation of the car to your home address or your nominated repairer in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, if your car cannot be repaired before the end of your holiday period, subject to the cost of the repatriation not exceeding the **market value** of your car.
  - emergency repairs to make your vehicle secure again if the windows, windscreen or locks of your vehicle have been damaged by somebody trying to break into it. In this instance **you** must obtain a police report.

- passing an urgent message from our control centre to your relatives or a close business colleague if your vehicle cannot be moved as it has broken down or been in an accident, damaged by **fire** or stolen.
- if your vehicle cannot be reasonably repaired as a result of **fire** or **theft** which has happened abroad during the journey and it has to be scrapped under Customs supervision in the country where it is situated, or it has been stolen abroad during the journey and has not been found, **we** will pay indemnity against Continental or Irish Customs claims for any liability for duty claimed. This does not include any import duties that do not relate to your vehicle.

Whilst **you** are abroad **RAC** may, at its discretion, offer **you** or any permitted driver:

- overnight accommodation expenses for the driver and passengers up to £35 per person per day, subject to an overall maximum of £560 in total. This does not include, however, the cost of meals or drinks.
- If **you** are intending to camp but your tent is stolen or accidentally damaged so that **you** cannot use it, **we** will pay up to £35 per person each day towards accommodation expenses to a total of £560 or, in certain circumstances, authorise the cost of a replacement tent. This does

not include any damage to your tent caused by weather conditions, or any cost if your tent was stolen and **you** do not get a police report.

If **we** have agreed to an extension of the **territorial limits** and **you** have been issued with an international motor insurance card (**Green Card**) the breakdown cover outlined above is extended to apply to these countries, but only for the period shown in the **Green Card**.

In providing breakdown assistance **RAC** employees and contractors will use reasonable care and skill when providing the service. **RAC** can, however, cancel services or refuse to provide them if, in their opinion the demands made are excessive, unreasonable or impractical.

**We** will provide emergency assistance by one of our contractors in the event of vehicle breakdown, accident, **fire** or **theft**, or when the only qualified driver is unfit to drive. This cover applies in any country within the **territorial limits** or any other country where **we** have agreed to an extension of cover and have issued **you** with a **Green Card**.

Every effort is made to ensure a quality service is provided in Eastern European countries but this may not necessarily be of the same standard as in Western Europe. The situation varies from country to country but time delays may occur, telephones

# Additional Covers continued

are sometimes not available, garage facilities may be inadequate, spare parts are often not available, etc. **You** should also be aware that unleaded fuel may not be widely available.

Remember: Always carry all vehicle and insurance documentation when driving and never leave it in an unattended vehicle.

## Telephone Numbers

If **you** are unfortunate enough to require Breakdown and/or Accident Assistance, please use these telephone numbers:

Calls from outside the UK:  
**(0044) 161 866 4114**

Calls from the Republic of Ireland:  
**(0044) 161 866 4020**

Calls from within the UK:  
**0800 028 0038**

## Section 16 Motor Legal Protection

Once your details have been taken, one of our Personal Incident Managers will ring **you** back, if possible, and explain the appropriate action for your circumstances.

## *Exclusions to Section 15 of your policy*

*Continental breakdown and accident recovery will not cover:*

- *the cost of any ferry crossings or toll charges*
- *the cost of recovery of your car if it is stuck in water, a bog, a ditch or on a beach or if it has been overturned unless this forms part of your insurance claim*
- *the cost of spares or parts, petrol, oil, keys or other materials and garage labour*
- *any vehicle that cannot be recovered by normal trailers or transporters*
- *breakdown due to lack of oil or water, frost damage, rust or corrosion, or unserviceable/unroadworthy tyres.*
- *the transportation of any vehicle or trailer that contains horses or livestock*
- *the cost of any self-drive car hire collection charges*
- *any cost arising from an incident not reported to our control centre*
- *the cost of any meals or any other extra hotel costs*
- *any vehicle which is carrying a dangerous or illegal load.*

# Legal Expenses

## Motor Legal Protection

Your Policy **Schedule** will indicate if **you** have taken out cover under this Section of the Policy.

## Definitions

The following definitions apply only to this section of the policy. The general definitions at the beginning of this policy also apply where appropriate.

Breakdown assistance will not cover:

- the cost of any ferry crossings or toll charges
- the cost of recovery of your motor caravan if it is stuck in water, a bog, a ditch or on a beach or if it has been overturned unless this forms part of your insurance claim
- the repair or recovery of your vehicle if it broke down at the premises of a motor trader
- the cost of spares, petrol, oil, keys or other material, and garage labour
- the carriage of any livestock which require special transportation facilities
- any vehicle which:
  - is carrying a dangerous or illegal load
  - cannot be recovered by normal trailers or transport
  - is over the age of 10 years unless your policy **schedule** indicates otherwise

## Insured

Any authorised occupant of the **motor vehicle** provided that the full Motor Legal Protection premium has been paid.

## Insured Event

A road traffic accident or incident or series of incidents which gives rise to a motoring prosecution occurring during the **period of insurance**.

## Legal Costs

The reasonably and properly incurred fees, expenses, costs and disbursements by or on behalf of the **insured** and authorised by **us** in pursuing or defending a claim under this section of the policy; and

The costs of a third party for which the **insured** is either held liable by court order or are agreed by **us** and which are incurred in connection with **legal proceedings** covered under this section of the policy.

## Legal proceedings

The pursuit of a claim for damages either by negotiation or by civil, tribunal or arbitration proceedings within a court in the **territory**, in respect of a matter covered under this policy; and

The defence of a motoring prosecution within a court of criminal jurisdiction in the **territory**.

## Legal representative

The solicitors or other qualified experts appointed by **us** to act for the **Insured** in accordance with condition 2 of this section of the policy provided that such solicitors or experts satisfy the following conditions:

# Legal Expenses continued

- they agree to fund all disbursements and not to claim for the same until the end of the case; and
- they agree not to submit any claim for **legal costs** until the end of the case and to try and recover all **legal costs** from the other party in the action; and
- they agree to report in writing to **RAC** on any substantive development in the progress of the case.

## Limit of cover

The maximum amount in respect of the pursuit of Uninsured Losses – £100,000; and the maximum amount in respect of the defence of motoring prosecutions – £20,000. There is no limit on the number of claims made in the **period of insurance**.

## Motor vehicle

Any vehicle which an insured driver is covered to drive under the Comfort Insurance Policy.

## Period of insurance

The period specified in the Comfort Insurance Policy provided the full Motor Legal Protection premium has been paid.

## RAC/Us

RAC Insurance Limited of 1 Forest Road, Feltham TW13 7RR acting through RAC Legal Services of Great Park Road, Bradley Stoke, Bristol BS32 4QN.

## Road traffic accident

A traffic accident in the **territory** involving the **motor vehicle** occurring during the **period of insurance** on a

public highway or on a private road or a car park to which the public has an uninterrupted right of access for which the **insured** is not at fault and for which another party is at fault.

## Territory

In the case of assistance in the recovery of **uninsured losses** and defence against a motoring prosecution – the United Kingdom, Eire or mainland Europe west of the Urals; and In the case of replacement vehicle assistance – the United Kingdom, meaning England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

## Uninsured losses

Loss arising out of a **road traffic accident** where the said loss is not otherwise covered by insurance and either damage occurs to the **motor vehicle** or any personal effects owned by the **insured** whilst such property is in or on the **motor vehicle** or the **insured** suffers death or bodily injury whilst in or getting into or out of the **motor vehicle**.

## What Is Covered

**Recovery of uninsured losses (see 1a)**  
**Defence against a motoring prosecution (see 1b)** **Replacement vehicle assistance (see 2)** **Legal Helpline (see 3)**

1. **RAC** will indemnify the **insured** up to the **limit of cover** against the **legal costs** of **legal proceedings** incurred in connection with:
  - a. the pursuit of a claim for **uninsured losses** directly arising from a **road traffic accident**; and/or

- b. The defence of a motoring prosecution brought against the **insured** in connection with criminal proceedings following an **insured event** involving the **motor vehicle**. Pleas in mitigation will be supported by **RAC** at **RAC's** sole discretion and only where on conviction the **insured** would be disqualified or suspended from driving.
2. **RAC** may, at their sole discretion and subject to the duty of the **insured** to mitigate loss, facilitate the **insured** in hiring a replacement vehicle if the **motor vehicle** is immobilised as a result of a **road traffic accident** and/or whilst it is being repaired. To qualify for replacement vehicle assistance the **insured** must obtain the following details of the responsible third party;

- (a) Name;
- (b) Address;
- (c) Vehicle registration;
- (d) Insurance company name; and
- (e) Insurance policy number

The **insured** must comply with the Terms and Conditions of the Hire Company selected by **RAC** Legal Services. This will include completion of a hire and credit agreement. The make and model of the replacement vehicle may vary from the **motor vehicle**.

Following the hire of the replacement vehicle **RAC** will indemnify the **Insured** against the **legal costs** of **legal proceedings** incurred in

connection with the pursuit of a claim for the recovery of the cost of hire as an **uninsured loss**.

3. **RAC** will provide the **Insured** with initial legal advice via a telephone helpline.

### What Is Not Covered

1. Appeals unless the **Insured** has notified **RAC** in writing of his or her wish to appeal at least ten working days before the deadline for any such appeal and the written approval of **RAC** has been obtained.
2. Claims (including appeals) which, in the opinion of **RAC**, do not have a reasonable chance of success or, in the case of a claim for **uninsured losses**, where in the opinion of **RAC**, there is not a reasonable chance of successfully recovering a substantial proportion of damages which may be awarded. Cover may be refused or discontinued if such prospects do not, or no longer, exist.
3. Legal costs:
  - a. incurred before **RAC** have confirmed acceptance of the claim in writing;
  - b. exceeding any amount approved by **RAC**;
  - c. incurred following a payment into court or offer to settle by a third party unless **RAC** have authorised the **insured** in writing to continue with the claim after the payment into court or offer to settle or the **insured** is ultimately awarded or settles for more than the amount of the payment in or offer to settle;

# Legal Expenses continued

- d. incurred if the **insured** with draws instructions from the **legal representative** or from the **legal proceedings** unless such withdrawal is approved by **RAC**;
  - e. for any expert witness unless previously agreed by **RAC**;
  - f. incurred where the **insured** is responsible for unreasonable delay which is prejudicial to the claim or where the **insured** fails to give proper instructions in due time to **RAC** or the **legal representative**;
  - g. incurred where the Insured pursues a claim without the consent of **RAC** or in a different manner from that advised by the Legal Representative.
- 4. Claims against **us** or any company or subsidiary of **RAC** plc or claims by the **insured** against any other person covered under this policy.
  - 5. Claims relating to matters for which the **insured** would, but for the existence of this policy, be entitled to indemnity under any other policy.
  - 6. Claims directly, or indirectly, caused by, contributed to or arising from;
    - a. prosecutions which allege dishonesty or violence or which arise from drink or drugs related offences or parking offences;
    - b. any deliberate illegal act or omission of the **insured** or any act which is false or fraudulent in any way;
    - c. faults in the **motor vehicle** or faulty incomplete or incorrect service, maintenance or repair of the **motor vehicle**;
    - d. a **road traffic accident** occurring during a race, rally or competition.
  - 7. Claims for travelling expenses, subsistence allowances or compensation for absence from work.
  - 8. Applications for Judicial Review.
  - 9. **Legal costs**, fines or other penalties which a court of criminal jurisdiction orders the **insured** to pay.

## Conditions

- 1. To make a claim the Insured must notify **RAC** of the claim in writing as soon as reasonably possible and in any event within 180 days of the **road traffic accident** or **insured event** leading to the claim.
- 2. On receipt of a claim under this Section of the Policy **RAC** will evaluate the claim, advise on the steps the **insured** should take to pursue the claim and, where appropriate, appoint a **legal representative** from its approved panel to pursue the claim by negotiation.

In the event that the claim is not settled by negotiation and proceedings are necessarily issued, the **insured** does not have to continue to instruct the **legal representative** appointed by **RAC** and may propose another **legal representative**.

If **RAC** and the Insured are unable to agree on a suitable **legal representative**, **RAC** will ask the Law Society to name a further **legal representative**. **RAC** and the **insured** must accept the Law Society's nomination. In the meantime,



- RAC** may appoint a legal representative to act on behalf of the insured to safeguard his or her interests.
3. During the course of the claim the **insured** must:
    - a. co-operate at all times in the completion of any necessary documentation or provision of information requested either by **RAC** or by the **legal representative**;
    - b. not do anything which may prejudice his or her case or **RAC's** position in respect of the claim;
    - c. take all available steps to recover the **legal costs** in the **legal proceedings**;
    - d. notify **RAC** of any settlement offer made before accepting it.
  4. During the course of the claim **RAC** will have the right of direct access to the **legal representative**.
  5. **RAC** have the right to cancel this Section of the Policy at any time by sending the **insured** 7 days written notice of such cancellation. Any such cancellation shall not prejudice any claims under this Section of the Policy occurring before the date of cancellation.
  6. **RAC** shall not provide cover under this Section of the Policy if the Insured makes a false declaration when applying for cover.
  7. The **insured** shall take all reasonable steps to prevent any occurrence which may give rise to a claim under this Section of the Policy.
  8. The **insured** shall take all reasonable steps to mitigate the losses that flow from a **road traffic accident**.
  9. The **insured** shall forward any accounts for **legal costs** as soon as they are received and, if required to do so by **RAC**, shall have such **legal costs** taxed, assessed or audited by the appropriate court or authority.
  10. **RAC** may take over and conduct the claim and may, subject to the interest of the **insured**, settle the claim in his or her name.
  11. Every written notice or communication by **RAC** shall be sent to the **insured** at the last address known to **RAC** Legal Services.
  12. An enquiry or complaint about the terms of this Section of the Policy may be made to RAC Legal Services at Great Park Road, Bradley Stoke, Bristol, BS32 4QN.

If the **insured** is not satisfied with the way in which such an enquiry or complaint is dealt with, the matter should be referred in writing to the Managing Director at **RAC** Legal Services.

If your complaint has not been resolved to your satisfaction within 8 weeks **you** have the right to refer the matter to the Financial Ombudsman Service (FOS) at the following address:

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

# Legal Expenses continued

The Financial Ombudsman Service is an independent body that adjudicates on complaints about general insurance products. Referral to the FOS does not affect your right to take legal action against RAC Insurance Limited.

13. The policy shall be governed and construed in all aspects in accordance with the laws of England and Wales.

## To Make a Claim under this Section of the Policy

First notification of this claim must be made to Comfort line MC Assist on 0800 0280038. Comfortline MC Assist will transfer details of your Motor Legal Protection claim to RAC Legal Services who will contact **you** to confirm receipt.

All future Motor Legal Protection correspondence should be addressed to:

RAC Legal Services  
Great Park Road  
Bradley Stoke  
Bristol  
BS32 4QN.

## To Obtain Legal Advice

Telephone RAC Legal Services on 0870 1650990 To make sure that **we** follow your instructions correctly and improve our service to **you** through training of our staff, **we** record telephone calls.

**RAC** may transfer your information outside of the European Economic Area. **RAC** will only do this where it is necessary for performance of a benefit under this Section of the Policy.

This Section of the Policy except the replacement vehicle assistance under section 2 of 'What is Covered' is underwritten by RAC Insurance Limited.

Registered office: RAC House, Brockhurst Crescent, Bescot WS5 4QZ.

Registered in England No. 2355834

RAC Insurance Limited is authorised and regulated by the Financial Conduct Authority and within the jurisdictions of the Financial Ombudsman Service and Financial Services Compensation Scheme.

# General Exclusions

## General Exclusions apply to the whole of your Private Car policy

Your policy does not cover the following:

- (a) Any accident, injury, loss or damage while any vehicle that is insured under this policy is being:
1. Used otherwise than for the purposes described under the 'Limitations as to use' section of **your certificate of motor insurance**
  2. Driven by any person other than anyone who is described under the section of your **certificate of motor insurance** headed 'Persons or Classes of Persons entitled to drive'. **We** will not withdraw this cover:
    - while your car is in the custody or control of a member of the motor trade for the purposes of maintenance or repair, or while your car is being parked by an employee of a hotel or restaurant or car parking service
    - if the injury, loss or damage was caused as a result of your car being stolen or having been taken without your permission
    - by reason of the person driving not having a driving licence, if **you** had no knowledge of such deficiency.
  3. Any vehicle driven by **you**, unless **you** hold a licence to drive the insured vehicle or have held a licence and are not disqualified from holding or obtaining such a licence.
4. (a) Driven by anyone else with your general consent who, to your knowledge, does not have a licence to drive your car, has never held one or is disqualified from holding or obtaining such a licence.
- (b) Any liability **you** have accepted in an agreement which **you** would not have had if that agreement did not exist.
- (c) 1. (a) Loss or destruction of, or damage to, any property or associated loss or expense, or any other loss; or
- (b) Any legal liability, that is directly or indirectly caused by, contributed to by or arising from:
- (i) Ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion or nuclear fuel.
  - (ii) The radioactive, toxic, explosive and other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

# General Exclusions continued

- (d) Any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event:
1. War, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power
  2. Any action taken in controlling, preventing, suppressing or in any way relating to (a) above except so far as is necessary to meet the requirements of the Road Traffic Acts.
- (e) Any accident, injury, loss or damage (except under Section 2) arising during or as a result of:
1. An earthquake
  2. A riot or civil commotion that happens outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands except where such liability is required to be covered by the Road Traffic Acts.
- (f) Any accident, injury, loss or damage if your vehicle is registered outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.
- (g) A seat occupied by a child would fall for replacement when:
- the repairs include the renewal (not solely repair) of cosmetic or structural panels of the vehicle, excluding from panels such as superficial grill panels and cover panels OR
  - where the airbag(s) have deployed or the seat belts require replacement due to accident impact.

# General Conditions

## General Conditions apply to the whole of your Private Car policy

### 1. Claims procedure

- (a) As soon as reasonably possible after any accident, injury, loss or damage (including glass damage), **you** or your legal personal representatives must telephone **us** giving full details of the incident. Any communication **you** receive about the incident should be sent to **us** immediately. **You** or your legal personal representatives must also let **us** know immediately if anyone insured under this policy is to be prosecuted as a result of the incident or if there is to be an inquest or a fatal accident inquiry.
- (b) You, or anyone else claiming under this policy, must not admit to any claim, promise any payment or refuse any claim without our written consent. If **we** want to, **we** can take over and conduct in your name, or the name of the person claiming under the policy, the defence or settlement of any claim or take proceedings for our own benefit to recover any payment **we** have made under this policy. **We** shall have full discretion in the conduct of any proceedings or the settlement of any claim. The person who is seeking payment under this policy shall give **us** all the information and assistance necessary for **us** to achieve a settlement.
- (c) **You** must tell the police immediately if any property is lost, stolen or damaged.

### 2. Cancelling this policy

After any statutory cooling off period, **you** continue to have the right to cancel your policy at any time during its term. If **you** do so, **you** will be entitled to a refund of the premium paid subject to a deduction for the time for which **you** have been covered. This will be calculated on a pro-rata basis for the period which **you** received cover.

To exercise your right to cancel your policy, please contact Comfort Insurance.

**You** should also return your **certificate of motor insurance** immediately following cancellation.

**We** (or any agent **we** appoint and who acts with our specific authority) may cancel this policy by sending 7 days notice to your last known address. **You** will be entitled to a refund of the premium paid subject to a deduction for the time for which **you** have been covered.

# General Conditions continued

## Other insurance

If at the time of any claim arising under this policy there is any other insurance policy covering the same loss, damage or liability, **we** will only pay our share of the claim. This condition does not apply to personal accident benefits under Section 3, which will be paid as indicated under that section. This provision will not place any obligation upon **us** to accept any liability under Section 2 which **we** would otherwise be entitled to exclude under Exclusion 1. to Section 2.

## Your duty to prevent loss or damage

6. **You** shall at all times take all reasonable steps to safeguard your car from loss or damage. **You** shall maintain your car in efficient condition and **we** shall have, at all times, free access to examine your car.

## Arbitration

7. Except for claims under Section 3, where **we** have accepted a claim and there is disagreement over the amount to be paid, the dispute must be referred to an arbitrator to be agreed between **you** and **us** in accordance with the law at the time. When this happens, a decision must be made before **you** can take any legal action against us.

## Your duty to comply with policy conditions

8. Our provision of insurance under this policy is conditional upon **you** observing and fulfilling the terms, provisions, conditions and clauses of this policy.

## Important Notice – Information we need to know about

9. **You** must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to, and renew your policy.

If the information provided by **you** is not complete and accurate:

- **we** may cancel your policy and refuse to pay any claim, or
- **we** may not pay any claim in full, or
- **we** may revise the premium and/or change the compulsory excess, or
- the extent of the cover may be affected.

### Fraud

10. If any claim is in any way fraudulent or if **you** or anyone acting on your behalf has used any fraudulent means, including inflating or exaggerating the claim or submitting forged or falsified documents, all benefit under this policy shall be forfeited.

### Mileage

11. **We** reserve the right to establish the mileage on your car at any time where your policy has been rated on a selected annual mileage basis. Where the annual mileage has been exceeded your premium will be increased to that which applies to the mileage driven. If **we** become aware that the annual mileage has been exceeded at the time of a claim the additional premium will be deducted from the claim payment. The higher premium will apply from the commencement of the **period of insurance**.

### Car sharing and insurance

12. If **you** receive a contribution as part of a car sharing arrangement involving the use of any car insured under this policy for carrying passengers for social or similar purposes, **we** will not consider this to be carrying passengers for hire or reward provided:

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

### Important

13. If your car is used under a car sharing arrangement and there is any doubt as to whether this arrangement is covered by the terms of your policy **you** should immediately contact **us** for confirmation.

# Complaints Procedure

## Our Promise of Service

Our goal is to give excellent service to all our customers but **we** recognise that things do go wrong occasionally. **We** take all complaints **we** receive seriously and aim to resolve all our customers' problems promptly. To ensure that **we** provide the kind of service **you** expect **we** welcome your feedback. **We** will record and analyse your comments to make sure **we** continually improve the service **we** offer.

## What will happen if you complain

- **We** will acknowledge your complaint promptly.
- **We** aim to resolve all complaints as quickly as possible.

Most of our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, **we** will contact **you** with an update within 10 working days of receipt and give **you** an expected date of response.

## What to do if you are unhappy

If **you** are unhappy with any aspect of the handling of your insurance **we** would encourage you, in the first instance, to seek resolution by contacting Comfort Insurance. **You** can write or telephone us, whichever suits you, and ask your contact to review the problem.

If **you** are unhappy with the outcome of **your** complaint **you** may refer the matter to the Financial Ombudsman Service (FOS) at:

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

Telephone:  
0800 023 4567 (free from landlines) or  
0300 123 9123

Or simply log on to their website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

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



# Financial Services Compensation Scheme

**We** are members of the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from this scheme if **we** cannot meet our obligations, depending on the type of insurance and the circumstances of your claim.

Further information about the scheme is available from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk), or write to Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU.





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