



Insurance by smart

» **motor insurance policy**

Insurance by smart Customer Service

If you have any queries on your policy, or wish to make any amendments to it, please call Customer Services on 0345 040 2091 our opening hours are 9am to 7pm Monday to Friday and 9am to 4pm Saturday.

Insurance by smart Claims Assistance

Insurance by smart Claims Assistance provides a range of benefits and services designed to minimise your inconvenience in the event of a claim. If you need to make a claim in the UK, call: **0344 4933 232** and explain what has happened. If you are abroad please call: **+44 191 2889845**. Lines are open 24 hours, every day of the year.

For windscreen claims call: **0344 4933 232**.

Breakdown Assistance in the UK

If you have purchased this Additional Optional Product and need breakdown assistance whilst driving in the UK, please call: **01423 535048**.

Breakdown Assistance in Europe

If you have purchased this Additional Optional Product and need breakdown assistance whilst driving in Europe, please call: **+44 142 353 5048**.

Telephone calls and recording

The cost of calls to 03 prefixed numbers are charged at local call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection telephone calls may be recorded and/or monitored. This may be used for fraud prevention, fraud detection and also for training purposes.

Welcome

Thank you for choosing to insure with insurance by smart. 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. You now have access to a great package of benefits and our motor claims service which is available 24/7, 365 days a year.

Insurance by smart Motor Claims Helpline

The insurance by smart motor claims helpline, 0344 4933 232 offering help and assistance in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man and operates 24 hours a day, 365 days a 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 our motor claims helpline and an Incident Manager will record details of the incident you describe. They will be able to confirm:

whether your policy covers you for the incident

- please report all accidents to us immediately so we can tell you what to do next and help resolve any claim.
- immediate claim reporting also allows us to manage our costs which helps keep your premiums down.
- if you receive any contact from another party in relation to your claim please re-direct this to us and we will handle it on your behalf.
- any excess that you will have to pay.
- all the steps involved in the process of making a claim.

You will receive confirmation of your reported claim, all the administration at first notification is completed by us and you don't have the hassle of completing your own claim form.

If you are involved in an accident

Telephone our motor claims helpline and if the incident is covered we will arrange for:

- your car to be recovered.
- a safe passage home or completion of your car journey for you and your passengers.

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 Gold cover as indicated on your schedule, and you require Breakdown Assistance, again call our motor claims helpline and we will arrange for RAC to be with you as soon as possible.

Important

When telephoning our motor claims helpline, please try to have your policy number ready (as shown on your schedule). This will enable your Incident Manager to find your records quickly and provide the level of service that you expect. For our joint protection telephone calls may be recorded and/or monitored.

Private Car from insurance by smart

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Your insurance by smart policy

Wherever words or phrases appear in bold in this policy booklet, they will have the meanings described in the Definitions section starting on page 10, unless otherwise shown for any policy section.

This policy booklet forms part of your legal contract with us and explains exactly what cover is provided. Your schedule shows the level of cover you have chosen.

Choice of law

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

- you and we agree otherwise; or
- 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.

Use of language

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

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 the 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, less a proportionate deduction for the time we have provided cover.

To cancel, please contact your insurance adviser.

If you do not exercise your right to cancel your policy, it will remain 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 this policy booklet.

Additional Covers – Refund of Premiums

If you have purchased additional cover options with this policy, a refund may not be available on those additional covers unless your insurance has not commenced, or you remove these or cancel within the 14 day statutory cancellation period.

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.

Telephone call charges and recording

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection telephone calls may be recorded and/or monitored.

Contract of Insurance and Information and Changes we need to know about

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 as issued by us. Schedule.
- Any clauses endorsed on this policy, as set out on your schedule.
- Certificate of motor insurance.
- Any changes to your insurance policy contained in notices issued by us at renewal.
- The information under the heading 'Important Information' which we provide to you when you take out or renew your policy.

In return for paying your premium, we will provide the cover shown on 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.

- (i) For existing customers who pay monthly by direct debit to insurance by smart the policyholder enters into a new contract of insurance with us commencing on the cover start date shown on your renewal schedule.
- (ii) For existing customers who pay annually or monthly, other than as set out in paragraph (i) above, 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 and/or statement of fact document, 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.
- a change of your car.
- any modifications to your car.
- any change affecting ownership of the your car.
- any change in the way that your car is used.

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

When we are informed 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.

Definitions

Wherever the following words or phrases appear in bold in this policy booklet, they will have the meanings described below:

(N.B. Some additional Definitions, which apply to Sections 14 and 15 only, are shown after the end of Section 13 of this booklet.)

Accessories

Parts of your car which are not directly related to how it works as a car. This includes audio equipment, multi-media equipment, communication equipment, personal computers, cameras, satellite navigation and radar detection systems providing they are permanently fitted to your car and have no independent power source.

Approved repairer

A facility approved by us for the repair, damage assessment and/or storage of your car.

Certificate of motor insurance

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

The certificate of motor insurance does not show the cover provided.

Clause

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

Excess

The amount you must pay towards any claim.

Fire

Fire, self-ignition, lightning and explosion.

Green Card

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

Hazardous locations

- Power stations
- Nuclear installations or establishments
- Refineries, bulk storage or production premises in the oil, gas or chemical industries
- Bulk storage or production premises in the explosive, ammunition or pyrotechnic industries
- Ministry of Defence premises
- Military bases
- Rail trackside
- Any other rail property to which the public do not have lawful access

High category hazardous goods

Any substance within the following United Nations Hazard Classes:

- 1: Explosives
- 5.2: Organic peroxides
- 6.1: Toxic substances
- 6.2: Infectious substances
- 7: Radioactive materials

Ignition keys

Any key, device or code used to secure, gain access to, and enable your car to be started and driven.

Loss of any limb

Severance at or above the wrist or ankle, or the total and permanent loss of use of a hand, arm, foot or leg.

Market value

The cost of replacing your car with one of the same make, model, specification and condition.

Period of insurance

The period of time covered by this policy, as shown on your schedule, or until cancelled. Each renewal represents the start of a new period of insurance.

Personal belongings

Personal property within your car. This includes portable audio equipment, multi-media equipment, communication equipment, personal computers, cameras, satellite navigation and radar detection systems not permanently fitted to your car.

Repair quality

Bodywork repairs, paint repairs and workmanship (the work carried out by skilled technicians) on repairs to your car by our approved repairer.

Road Traffic Acts

Any Acts, Laws or Regulations, which govern the driving or use of any motor vehicle in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

Schedule

The document which gives details of the cover provided.

Territorial limits

Great Britain, Northern Ireland, the Channel Islands and the Isle of Man, the Republic of Ireland, Andorra, Austria, Belgium, Bulgaria, 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, Romania, Serbia, Slovakia, Slovenia, Spain*, Sweden and Switzerland (including Liechtenstein).

* When driving your car in Spain, Section 15 - Continental breakdown and accident recovery, provided by the RAC, does not cover Ceuta or Melilla.

Theft

Theft, attempted theft or taking your car without your consent.

The insurer/we/us

Insurance by smart Insurance Limited except where otherwise shown for any policy section.

You/the insured/policyholder

The policyholder named on your schedule.

Your car

Any motor vehicle described on your schedule and any other motor vehicle for which details have been supplied to us and a certificate of motor insurance bearing the registration mark of that motor vehicle which has been delivered to you in accordance with the Road Traffic Acts and remains effective.

Any motor 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 (applicable to Comprehensive cover only). Any motor 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 schedule is being either serviced, repaired or having an MOT test (applicable to Comprehensive cover only).

Your partner

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

Cover Summary

Some cover sections under this policy are optional and do not apply unless shown on your schedule. Some cover sections or parts of cover sections are not applicable to Third Party Fire & Theft and Third Party Only insurance.

	Cover	Comprehensive	Third Party Fire and Theft	Third Party Only	Page No.
Section 1	Loss of or damage to your car	✓	Fire and Theft Only	✗	10
	Repair Guarantee	✓	Fire and Theft Only	✗	10
	Courtesy and hire cars	✓	Fire and Theft Only	✗	11
	New car replacement	✓	✗	✗	13
	Uninsured driver promise	✓	✗	✗	13
Section 2	Your liability	✓	✓	✓	14
	Driving other cars	✓ Policyholder only	✗	✗	14
	Liability of other persons driving or using your car	✓	✓	✓	14
	Legal personal representatives	✓	✓	✓	15
	Legal costs	✓	✓	✓	15
	Cross liability and applications of limits	✓	✓	✓	15
	Duty of care – driving at work, legal costs	✓	✓	✓	15
Section 3	Injury to you or your partner	✓	✗	✗	17
Section 4	Medical expenses	✓	✗	✗	17
Section 5	Personal belongings	✓	✗	✗	17
Section 6	Child seat cover	✓	✗	✗	18
Section 7	Emergency treatment	✓	✓	✓	18
Section 8	Vehicle recovery in the event of illness	✓	✗	✗	18
Section 9	No claim discount	✓	✓	✓	18
Section 10	Glass	✓	✗	✗	20
Section 11	Suspending cover	✓	✗	✗	20
Section 12	Continental use – compulsory insurance requirements	✓	✓	✓	21
Section 13	Replacement locks	✓	✗	✗	21
Section 14	Continental breakdown and accident recovery	✓	✗	✗	22

Section 1

Loss of or damage to your car

If your car is lost, stolen or damaged, we will:

- repair your car unless you notify us that you want us to pay someone else to repair it, or replace your car; or
- pay you a cash amount equal to the loss or damage.

We may decide to use suitable parts or accessories not supplied by the original manufacturer. The same cover also applies to:

- accessories
- spare parts and components for your car while these are in or on your car or while in your private garage.

The most we will pay will be the market value of your car at the time of the loss. If we know that your car is still being paid for under a hire purchase or leasing agreement we will pay any claim to the owner described in that agreement. Our liability under this section will then end for that claim.

Vehicle recovery in the event of an accident, fire or theft

In Great Britain, Northern Ireland, the Channel Islands and the Isle of Man we can arrange for the protection and removal of your car. In the event of an incident please ring our motor claims helpline and we will arrange for the following:

- Someone to come out and help. If your car cannot be made roadworthy immediately it will be taken to our nearest 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. We do not provide a courtesy car if you decide to use a repairer of your choice, even if the courtesy car option is shown on your schedule.
- Transport home or completion of journey for the driver and passengers.
- The onward transmission of any messages on your behalf.
- Delivery of your car back to your address in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man after the repairs have been carried out.

In providing accident recovery assistance we will use our 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.

Repair Guarantee

We will provide a lifetime guarantee on repair quality carried out on your car by our approved repairer for as long as your car is continuously insured with us by you and maintained in a roadworthy condition.

If a valid contract of insurance is no longer held with us, we will continue to guarantee the repair quality carried out on your car by our approved repairer for a period of three years from the date of completion of the repairs or for the remainder of the original manufacturer's warranty for your car if greater than three years.

All parts fitted to your car by our approved repairer will be covered for the duration of the guarantee provided by the part manufacturer/supplier.

Exclusion to Repair Guarantee

We will not pay for damage under the Repair Guarantee arising from deterioration and wear and tear or parts and component failures.

Important – Please report all accidents to us immediately on **0344 4933 232** so we can tell you what to do next and help resolve any claim.

Courtesy and hire cars

A courtesy car can be provided to reduce your inconvenience following a claim. It is not intended to be an exact replacement for your car. Only persons named on the certificate of motor insurance as being entitled to drive your car are covered to drive the replacement courtesy car. Please note that a courtesy car cannot be provided until your claim has been accepted and cover has been confirmed.

The table on the following page describes what type of courtesy car will be provided according to your policy cover and situation. This should be read in conjunction with the important information shown below.

Important Information

- A standard courtesy car is a small three door hatchback car with an engine size of 1 litre.
- An enhanced courtesy car is a five door car with an engine size of 1.6 litres, with room to seat five people.
- If your car is immobile or not roadworthy we aim to provide a courtesy or hire car within one working day. However if an incident occurs during a weekend or on a bank/public holiday, it may not be possible to provide a courtesy car until the following normal working day.
- 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.

We will not be responsible for:

- the cost of fuel used.
- collection and delivery charges (if they apply).
- any charges for fitting accessories or personal belongings.
- any excess which would have applied to your car which is temporarily replaced.
- all charges and costs where the courtesy car is not returned by the end of the maximum benefit period provided for under this policy.

Courtesy cars supplied under this section will be of a standard type and will not include:

- specialised vans such as pick-up trucks, tippers or refrigerated vans, or
- any provision for towing, or
- any trailers or caravans.

Returning courtesy cars

- the courtesy car will be supplied on the condition that it is returned to the depot which supplies it unless alternative arrangements have been made with the supplier.
- If the repairer chosen is not one of our approved repairers, a courtesy car will not be provided.

Important – Please report all accidents to us immediately on **0344 4933 232** so we can tell you what to do next and help resolve any claim.

What cover have you got?	What is your situation?	What are you entitled to?
<ul style="list-style-type: none"> Standard courtesy car on Comprehensive policies 	<ul style="list-style-type: none"> our car is being repaired by an approved repairer Your car is being repaired by a repairer of your choice Your car cannot be repaired or is the subject of a fire or theft claim 	<ul style="list-style-type: none"> The approved repairer will provide you with a small three door hatchback car, with an engine size of 1 litre for the duration of the repairs No courtesy car will be provided if an approved repairer is not used Your incident manager will arrange for a small three door hatchback car, with an engine size of 1 litre for up to 14 days, or up until you receive your settlement (whichever is earliest)
<ul style="list-style-type: none"> Standard courtesy car on Third Party Fire & Theft policies 	<ul style="list-style-type: none"> Your car is the subject of a fire or theft claim 	<ul style="list-style-type: none"> Your incident manager will arrange for a small three door hatchback car, with an engine size of 1 litre for up to 14 days, or up until you receive your settlement (whichever is earliest)
<ul style="list-style-type: none"> Enhanced courtesy car on Comprehensive policies 	<ul style="list-style-type: none"> Your car is being repaired by an approved repairer Your car is being repaired by a repairer of your choice Your car cannot be repaired or is the subject of a fire or theft claim 	<ul style="list-style-type: none"> The approved repairer will provide you with a five door car, with an engine size of 1.6 litres, with room to seat five people, for the duration of the repairs No courtesy car will be provided if an approved repairer is not used Your incident manager will arrange for a five door car, with an engine size of 1.6 litres, with room to seat five people, for up to 14 days, or up until you receive your settlement (whichever is earliest)
<ul style="list-style-type: none"> Enhanced courtesy car on Third Party Fire & Theft policies 	<ul style="list-style-type: none"> Your car is the subject of a fire or theft claim 	<ul style="list-style-type: none"> Your incident manager will arrange for a five door car, with an engine size of 1.6 litres, with room to seat five people, for up to 14 days, or up until you receive your settlement (whichever is earliest)

Important - Please report all accidents to us immediately on **0344 4933 232** so we can tell you what to do next and help resolve any claim.

New car replacement

We will replace your car with a new car of the same make, model and specification (if one is available in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man) if, within 12 months of you or your partner buying your car from new:

- any repair cost or damage in respect of any one claim covered by the policy is more than 60% of your car's list price in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man (including car tax and VAT) when your car was purchased, or
- your car is stolen and not recovered.

We will only replace your car if you or your partner:

- purchase it outright or buy it under a hire purchase agreement or other type of agreement where ownership passes to you or your partner and the Financing company agrees, and
- are the first registered keepers of your car, or are the second registered keepers of your car, where your car has been pre registered in the name of the manufacturer or supplying dealer, providing at the time of purchase by you or your partner, the mileage was less than 250 miles.

Important Note: If you or your car do not meet the qualifying criteria set out, or you do not wish us to replace your car with a new car of the same make, model and specification, the most we will pay will be the market value of your car at the time of loss or damage.

Cars sold as 'ex demonstrators' and 'nearly new' do not qualify for replacement under this section.

Excesses

If your car is lost, stolen or damaged the excess shown on your schedule must be paid, 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:

Excess amount

- aged 20 or under £300
- aged 21 to 24 £200

The excess applied to glass claims can be found in Section 10 – Glass, of this policy booklet.

Uninsured driver promise

If the driver of your car is involved in an accident caused by an uninsured driver, we will refund the amount of any excess you have had to pay. We must be provided with the:

- vehicle registration and the make/model of the other vehicle, and
- the other vehicle's driver's details.

This promise only applies where the driver of your car was not at fault for the accident.

Exclusions to Section 1

We will not pay for:

- (1) loss of use, wear and tear, deterioration, depreciation, or any loss or damage which happens gradually.
- (2) mechanical, electrical or electronic failure, breakdown or breakage.
- (3) computer and equipment failure or malfunction.
- (4) loss or damage arising from theft while:
 - (a) the ignition keys of your car have been left in or on your car
 - (b) your car has been left unattended with the engine running.
- (5) damage to tyres by braking or by punctures, cuts or bursts.
- (6) loss or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.

Important – Please report all accidents to us immediately on **0344 4933 232** so we can tell you what to do next and help resolve any claim.

- (7) loss of value following repair.
- (8) loss or damage arising from confiscation or requisition or destruction by or under order of any Government or Public or Local Authority.
- (9) Where your car is equipped for the cooking or heating of food or drink, loss or damage by fire caused directly or indirectly from use of the cooking or heating equipment.

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 an accident causing:

- (1) another person's death or injury
- (2) damage to another person's property up to a maximum amount of £20,000,000 (excluding claimant's costs and expenses and any other costs and expenses) and claimant's costs and expenses and any other costs and expenses up to £5,000,000 incurred with our written consent in relation to that person's property by:
 - (a) your car, including loading and unloading.
 - (b) any trailer while it is being towed by your car.

The amount payable under (2) above for damage to property is limited to £1,200,000 while your car is:

- (i) carrying any high category hazardous goods.
- (ii) being used or driven at any hazardous locations other than in an area designated for access or parking by the general public.

Driving other cars

We will insure you while you are driving any other car within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man providing:

- the car does not belong to you or is not hired to you under a hire purchase agreement.
- you are driving the car with the owners express consent.
- you still have your car and it has not been damaged beyond cost effective repair.
- you are aged 25 or above at inception or renewal of this policy.
- your certificate of motor insurance indicates that you can drive such a car.

Important Note: The cover provided whilst you are driving any other car is for Third Party only.

Liability of other persons driving or using your car

Cover under this section will also apply on the same basis, for the following persons:

- Any person you give permission to drive your car provided that your certificate of motor insurance allows that person to drive your car.
- Any person you give permission to use (but not drive) your car, but only while using it for social, domestic and pleasure purposes.
- Any passenger travelling in 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, as long as your certificate of motor insurance allows business use. This does not apply if:
 - (a) the vehicle belongs to or is hired by such employer or business partner.
 - (b) the insured is a corporate body or firm.

Important - Please report all accidents to us immediately on **0344 4933 232** so we can tell you what to do next and help resolve any claim.

Legal personal representatives

In the event of the death of anyone who is insured under this section we will protect his or her legal personal representatives against any liability that the deceased person had, which is covered by this section.

Legal costs

We will pay the fees and disbursements of any legal representative we agree to, to defend anyone we insure under this section, following any incident which is covered under this section:

- at a coroner's inquest.
- at a fatal accident inquiry.
- in any proceedings brought under the Road Traffic Acts or equivalent European Union legislation.

We will not pay representation for:

- a plea of mitigation (unless the offence you are charged with carries a custodial sentence).
- appeals.

Cross liability and applications of limits

Where there is more than one person or company covered within the terms of this policy, cover under this policy will apply as if each one had been issued with their own separate insurance by smart policy. However the most we will pay for all claims arising from one originating cause in respect of damage to another person's property will not exceed the amount shown in Section 2 – Your liability.

Duty of Care – driving at work, legal costs

We will pay:

- your legal fees and expenses incurred with our written consent for defending proceedings including appeals
- costs of prosecution awarded against you arising from any health and safety inquiry or criminal proceedings for any breach of the:
 - (a) Health and Safety at Work etc. Act 1974
 - (b) Health and Safety at Work (Northern Ireland) Order 1978
 - (c) Corporate Manslaughter and Corporate Homicide Act 2007

The limits of cover in respect of such legal fees, expenses and costs are:

- (a) Health and Safety at Work etc. Act 1974 and Health and Safety at Work (Northern Ireland) Order 1978 – £100,000
- (b) Corporate Manslaughter and Corporate Homicide Act 2007 – Unlimited

We will not pay:

- (1) unless the proceedings relate to an actual or alleged act, omission or incident committed during the period of insurance within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man and in connection with the business.
- (2) unless the proceedings relate to an actual or alleged act, omission or incident arising from the ownership, possession or use by or on behalf of you of any motor vehicle or trailer in circumstances where compulsory insurance or security is required by the Road Traffic Acts.
- (3) in respect of proceedings which result from any deliberate act or omission by you or any person insured.
- (4) where cover is provided by another insurance policy.

Important – Please report all accidents to us immediately on **0344 4933 232** so we can tell you what to do next and help resolve any claim.

Exclusions to Section 2

We will not pay for:

- (1) any claim if any person insured under this section does not keep to the terms, exclusions and conditions of this policy. The cover will also not apply if the insured person can claim under another policy.
- (2) the death of, or injury to any employee of the person insured which arises out of, or in the course of, that employee's duties, unless we must provide cover under the Road Traffic Acts.
- (3) loss or damage to property that:
 - (a) belongs to or is in the care of any person insured who claims under this section, or
 - (b) is being carried in your car.
- (4) damage to any motor vehicle covered by this section.
- (5) loss, damage, injury or death while any motor vehicle is being used on:
 - (a) that part of an aerodrome or airport used for aircraft taking off or landing,
 - (b) aircraft parking areas including service roads,
 - (c) ground equipment parking areas, or
 - (d) any parts of passenger terminals within the Customs examination area, unless we must provide cover under the Road Traffic Acts.
- (6) any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event, except to the extent that we must provide cover under the Road Traffic Acts:
 - (a) Terrorism
Terrorism is defined as any act or acts including, but not limited to:
 - (i) the use or threat of force and/or violence
and/or
 - (ii) 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 and/or chemical and/or biological and/or radiological means caused or occasioned 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 caused or occasioned in whole or in part for such purposes
 - (b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above.

In respect of 6 (a) and (b), where we must provide cover under the Road Traffic Acts the maximum amount we will pay for damage to property as a result of any accident or accidents caused by a motor vehicle or motor vehicles driven or used by you or any named driver, for which cover is provided under this section, will be:

 - (i) £5,000,000 in respect of all claims resulting directly or indirectly from one originating cause,
or
 - (ii) such greater sum as may in the circumstances be required to meet the minimum insurance requirements of the Road Traffic Acts.
- (7) loss, damage, injury or death directly caused by pollution or contamination unless caused by a sudden identifiable unintended and unexpected event which occurs in its entirety at a specific time and place during the period of insurance except where such liability is required to be covered under the Road Traffic Acts. For the purposes of this exclusion, pollution or contamination means all pollution or contamination of buildings or other structures or water or land or the atmosphere.
- (8) death or injury of any person caused by:
 - (a) food poisoning, or
 - (b) anything harmful contained in goods supplied, or
 - (c) any harmful or incorrect treatment given at or from your car.

Important - Please report all accidents to us immediately on **0344 4933 232** so we can tell you what to do next and help resolve any claim.

Section 3

Injury to you or your partner

If you or your partner suffer accidental bodily injury in direct connection with your car or while getting into, out of or travelling in any other motor vehicle, not belonging to you or hired to you under a hire purchase agreement, we will pay £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 partner have any other policies with us in respect of any other motor vehicle or motor vehicles the injured person will only be able to claim these benefits under one policy.

The cover under this section applies irrespective of fault.

Exclusion to Section 3

We will not pay for death or bodily injury arising from suicide or attempted suicide.

Section 4

Medical expenses

If you or any other person in your car is 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 we will pay for each injured person is £100.

The cover under this section applies irrespective of fault.

Section 5

Personal belongings

We will pay you (or, at your request, the owner) for loss or damage to personal belongings caused by fire, theft or accidental means while the personal belongings are in or on your car.

The maximum amount payable for any one incident is £150. A claim can only be made under this section when also making a valid claim which is accepted under Section 1 – Loss of or damage to your car.

Exclusions to Section 5

We will not pay for:

- (1) money, stamps, tickets, documents or securities (such as share and premium bond certificates).
- (2) goods or samples carried in connection with any trade or business.
- (3) tools.

Important - Please report all accidents to us immediately on **0344 4933 232** so we can tell you what to do next and help resolve any claim.

Section 6

Child seat cover

If child seat(s) are fitted in your car and your car is involved in an accident or damaged following fire or theft we will pay the replacement cost of each child seat even if there is no apparent damage. A claim can only be made under this section when also making a valid claim which is accepted under Section 1 – Loss of or damage to your car.

Section 7

Emergency treatment

We will reimburse any person using your car for payments made under the Road Traffic Acts for emergency medical treatment.

Section 8

Vehicle recovery in the event of illness

If the permitted driver of your car as shown on your certificate of motor insurance is taken seriously ill requiring treatment from a qualified medical practitioner and cannot continue their journey, we will transport your car to your home or single address anywhere in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

A medical certificate must be produced prior to the provision of this service.

A claim solely under this section will not affect your no claim discount.

Exclusions to Section 8

We will not pay for:

- (1) any incident which occurs outside Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.
- (2) any incident where your car is within a quarter of a mile of your home address or place where your car is usually kept.
- (3) any incident where your car is disabled, has suffered mechanical or electrical breakdown or failure, or is unroadworthy.
- (4) any incident directly caused by or due to the effects of alcohol and/or drugs.

Section 9

No claim discount

If no claim is made under your policy during the period of insurance, we will increase your no claim discount at your next renewal in line with the scale outlined within the policy section.

Where a claim has been made, we may reduce your no claim discount in line with the scale outlined within this policy section.

If a claim is made which is not your fault and we have to make a payment, we will reduce your no claim discount unless we can recover all sums we have paid from those responsible, except where:

- the accident was not your fault and the driver who caused it was uninsured and you have provided us with:
- the vehicle registration and the make/model of the other vehicle, and
- the other vehicle's driver's details, or
- you have protected your no claim discount as shown on your schedule.

Important – Please report all accidents to us immediately on **0344 4933 232** so we can tell you what to do next and help resolve any claim.

If your renewal is due and investigations into a claim are still on-going, we may reduce your no claim discount. Once our investigations are complete and we have confirmed that the accident was solely the fault of another driver, we will restore your no claim discount and refund any extra premium you have paid.

We do not grant no claim discount for policies running for less than twelve 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.

Note

We will not reduce your no claim discount where the only payments made are for:

- emergency medical treatment under the Road Traffic Acts as provided under Section 7 – Emergency treatment.
- recovery of your car in the event of illness as provided under Section 8 – Vehicle recovery in the event of illness.
- 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) under Section 10 – Glass.
- replacing locks, alarms or immobilisers following your ignition keys being lost or stolen as provided under Section 13 – Replacement locks.

Third Parties may claim directly against us as insurer in the event of an accident, involving your car as permitted under the European Communities (Rights Against Insurers) Regulations 2002. In these circumstances we deal with any claim, subject to the terms and conditions of your policy. This may affect your no claim discount.

You are reminded of your responsibilities to report any accident, injury, loss or damage to us as soon as possible so we can tell you what to do next and help resolve any claim.

Your NCD now	Number of claims made in period of insurance	Your NCD from next renewal	
		If you’d protected it	If you hadn’t protected it
1 or 2 years	1 or more	Protection not available	0 years
3 years	1	Protection not available	1 years
	2	Protection not available	0 years
	3 or more	Protection not available	0 years
4 years	1	4 years (protected)	2 years
	2	2 years	0 years
	3 or more	0 years	0 years
5 years	1	5 or more years (protected)	3 years
	2	5 years (not protected)	1 year
	3	3 years	0 years
	4	1 year	0 years
	5 or more	0 years	0 years

Important - Please report all accidents to us immediately on **0344 4933 232** so we can tell you what to do next and help resolve any claim.

Section 10

Glass

We will pay for the replacement or repair of the glass in your car's windscreen, sunroof or windows if it is lost or damaged or the bodywork of your car suffers scratching arising solely from the breakage of glass.

You must telephone our motor claims helpline, 0344 4933 232, before any work is carried out. We will direct you to an approved repairer.

You will have to pay the first £75 of the cost of glass replacement.

If the glass is repaired rather than replaced the excess will not apply.

A claim solely under this section will not affect your no claim discount.

Section 11

Suspending cover

Where we are informed that your car will be out of use for a continuous period of 28 days or more, and this is not the result of any loss or damage covered by this policy, all cover provided by this policy will be of no effect other than Section 1 – Loss of or damage to your car, provided your car is kept in a locked private garage.

We may refund part of your premium for the laid-up period; we will pay this refund when cover begins again.

A refund of premium is not allowable under a policy where:

- the total period of cover is less than 12 months, or
- your certificate of motor insurance is not returned to us or surrendered at the commencement of the laid-up period.

Exclusions to Section 11

We will not pay for:

- (1) loss of use, wear and tear, deterioration, depreciation, or any loss or damage which happens gradually.
- (2) mechanical, electrical or electronic failure breakdown or breakage.
- (3) computer and equipment failure or malfunction.
- (4) loss or damage arising from theft while:
 - (a) the ignition keys of your car have been left in or on your car.
 - (b) your car has been left unattended with the engine running.
- (5) damage to tyres by braking or by punctures, cuts or bursts.
- (6) loss or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.
- (7) loss of value following repair.
- (8) loss or damage arising from confiscation or requisition or destruction by or under order of any Government or Public or Local Authority.
- (9) Where your car is equipped for the cooking or heating of food or drink, loss or damage by fire caused directly or indirectly from use of the cooking or heating equipment.

Important – Please report all accidents to us immediately on **0344 4933 232** so we can tell you what to do next and help resolve any claim.

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 of Article 8 of EC Directive 2009/103/EC relating to civil liabilities arising from the use of a motor vehicle.

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

- your car normally being 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 three months in any one trip.

Cover includes:

- transit between countries within the territorial limits.
- reimbursement of any customs duty you may have to pay on your car after its temporary importation into any country within the territorial limits, subject to your liability arising as a direct result of any loss of or damage to your car which is covered under Section 1 – Loss of or damage to your car.
- general Average contributions, Salvage, Sue and Labour charges while your car is being transported by sea between any countries within the territorial limits, provided that the loss of or damage to your car is covered under Section 1 – Loss of or damage to your car.

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.

Section 13

Replacement locks

If your ignition keys are lost or stolen we will pay the cost of replacing the:

- affected locks
- lock transmitter and central locking interface
- affected parts of the alarm and/or immobiliser

provided that it can be established to our reasonable satisfaction that the identity or garaging address of your car is known to any person who may have stolen or found your ignition keys and the value of the claim does not exceed the market value of your car.

In the event of any claim under this section, the courtesy car and hire car benefits under Section 1 – Loss of or damage to your car, will apply.

Your no claim discount will not be affected and no excess is applicable when making a claim under this section.

Important – Please report all accidents to us immediately on **0344 4933 232** so we can tell you what to do next and help resolve any claim.

Definitions (applicable to Sections 14)

Wherever the following words or phrases appear in bold in Section 14 – Private Car Gold and Section 15 – Continental breakdown and accident recovery, unless stated otherwise, they will have the meanings described below:

Accident

An accidental crash immobilising your car.

Beyond commercial economical repair

The cost of repairs exceeding the market value of your car following a breakdown, accident, fire or theft.

Breakdown

Unforeseen mechanical or electrical failure during the period of insurance which has either immobilised your car or made it unsafe to drive.

Claim

A call/claim for assistance under this policy section.

Collision damage waiver

If a hire car is damaged during the hire period, you could be liable for the first £150 – £550 (approximately) and have your credit card charged. In some cases the amount could be higher and varies according to the hire company, category of hire car and location. The collision damage waiver covers the amount above the excess.

Home

Your permanent residence within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man, or the address where your car is usually garaged.

Journey

A trip abroad up to ninety days in any one period of insurance, in your car to the territorial limits, other than Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

The party/your party

The total number of persons (including you), up to a maximum of eight people, travelling in your car for the entire journey.

We/our/us/RAC

RAC Motoring Services

You/your

The persons or persons named in your schedule.

Section 14

Continental breakdown and accident recovery

If you have Comprehensive cover, as shown on your schedule, you automatically receive Continental breakdown and accident recovery.

How to obtain assistance abroad

Continental breakdown and accident recovery applies to your car and operates within the territorial limits (other than Great Britain, Northern Ireland, the Channel Islands and the Isle of Man).

To claim in the event of a breakdown, accident, fire or theft, or if the only qualified driver is medically unfit to drive your car, please call (00 44) 1603 603047.

In the event of a breakdown, accident, fire or theft, in the Republic of Ireland or if the only qualified driver is medically unfit to drive your car, please call (1800) 535 005.

Breakdowns on motorways

On continental motorways (including service areas) you MUST use the roadside emergency telephones. You cannot call the helpline from these. You will be connected to the police or authorised motorway service, who will send a breakdown recovery vehicle. However, this will only be to the recovery company's own depot. If they cannot repair your car please call (00 44) 1603 603047 as soon as you can, if possible from the recovery company's depot.

You may have to pay labour and towing charges on the spot – an authorised tariff is normally applicable. You should obtain a receipt to claim a refund on your return home.

Mobile and car phones

We will not reimburse the cost of any telephone calls you make in connection with any claim under his policy.

It may not be possible for a member of staff in the helpline centre to call a mobile or car phone but if it is, you may still have to pay the cost of any international call. Some service providers charge for calls to freephone numbers. The regulations on the use of mobile and car phones vary from country to country.

Please check with your service provider that your phone meets the requirements and standards for the countries in which you are travelling.

Service in the UK en route to the territorial limits

If you are stranded on a public highway through breakdown of your car on the outward journey from home to your point of departure from Great Britain, Northern Ireland, the Channel Islands and the Isle of Man or on the inward journey from your point of entry to Great Britain, Northern Ireland, the Channel Islands and the Isle of Man, to home, we will provide services as if you were abroad.

In addition we will pay towards the cost of a self-drive hire car including collision damage waiver and replacement Green Card as necessary, to complete the planned journey if RAC confirms your car cannot be repaired within 24 hours, this is subject to a maximum contribution of £750.

Service while abroad

You are covered for any number of trips, each up to 90 days in duration but not for longer stays and are provided the outward and return journeys are completed within the period of insurance.

Roadside assistance

In the event of a breakdown we will pay for the following subject to the limitations for each section as described in the following terms and conditions.

We will pay for:

- attendance of local breakdown or garage services to repair your car at the roadside if possible, or the towing of your car from the place of breakdown or accident to the nearest local repairer where you may arrange repairs and either:
 - (a) a contribution towards labour charges at a garage (restricted up to the total claims limit) if it is possible to effect the repairs necessary to enable your car to continue the journey on the date of breakdown, or
 - (b) inspection fees, in the event of a breakdown, to confirm that your car cannot be repaired by your return travel date and your request for assistance will include authorisation for us to arrange this,
- and storage charges for your car while awaiting repair or repatriation,
- and the cost of wheel changes but not for replacement tyres.

Exclusions to Roadside assistance

We will not pay for:

- (1) breakdowns which would be prevented by routine servicing of your car.
- (2) routine servicing of your car.
- (3) any repair costs including labour if your car was in an accident, damaged by fire or theft or is in our reasonable opinion damaged beyond commercial economical repair.
- (4) any labour other than that incurred at the roadside including, without limitation, garages.
- (5) replacing tyres or glass.
- (6) the cost of ferry crossings, road toll and congestion charges.
- (7) vehicles being demonstrated or delivered by motor traders, or used under trade plates.
- (8) repairs to your car, if in the reasonable opinion of our patrol or contractor, it had broken down or was not roadworthy before you took out your policy.
- (9) contaminated fuel problems. We will arrange for your car to be taken to a local garage for assistance but you will have to pay for the work carried out.
- (10) the cost of parts, fuel or other supplies.
- (11) any storage charges incurred for your car when you are using our services.
- (12) repairs to your car if it is in a position where we cannot carry out repairs or tow it, or wheels have been removed, we can arrange to rectify this but you will have to pay the costs involved.
- (13) any animals in your car, please note that their onward transportation is at our discretion and solely at your risk. We will not insure any animal, including livestock in transit, during any onward transportation we undertake.

Journey continuation

If the appropriate RAC control centre can confirm repairs to your car will take more than 12 hours, or if it is to be repatriated to Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

We will pay for:

- Additional accommodation expenses
- up to £35 per person per day towards necessary additional (not alternative) accommodation expenses (room only) while you wait for your car to be repaired, or
- Journey continuation or return home
a contribution (restricted to the total claims limit) to travel expenses to allow you to either:
 - continue your car journey during the period your car is not roadworthy, or
 - return home by a direct route.

Expenses can comprise of self-drive car hire up to 14 days per claim, including collision damage waiver and replacement Green Card as necessary, or second/standard class rail, or a combination of both.

RAC will in our reasonable discretion decide which course of action to adopt, but we will take into consideration your preference.

You must collect your car when repaired as once your car is repaired and you have been notified, RAC will not pay any further expenses other than the costs of collection.

This benefit is also available if your car is stolen and not recovered within 24 hours of reporting the matter to the police. A police report must be obtained. However, this benefit will cease if your car is recovered in a roadworthy condition.

Exclusions to Journey continuation

We will not pay for:

- (1) fuel, oil, personal insurance, any collection charge if a hire car is left at a different location to that arranged or any other costs in connection with a self-drive hire car.
- (2) the cost of any hire car beyond the period agreed with the appropriate RAC control centre.
- (3) any hire car expenses after your car is repaired except for the direct journey to collect and return it.
- (4) first class rail fares.

- (5) any costs under this benefit if they are for a service you used at the same time as the above section – Additional accommodation expenses.
- (6) international drop charges where a car hired from abroad is dropped within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.
- (7) any hire costs not arranged through RAC or agreed by RAC.

Vehicle repatriation or Collection of your car from abroad

You will have the following cover if RAC can confirm that repairs to your car cannot be completed by our planned return date to Great Britain, Northern Ireland, the Channel Islands and the Isle of Man and providing the cost of repatriation is not uneconomical. (Repatriation will be uneconomical if it will cost more than the market value of your car according to Glass's Guide or other appropriate industry standard used by RAC).

We will pay for:

- the cost of taking your car by road transporter from abroad to your home or chosen repairer in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.
- the costs of packing and freighting your baggage if your car is declared beyond commercial economical repair by insurance by smart.

When repatriation is authorised it normally takes 10-14 working days for delivery to an address within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man from most west European countries. At busy times and from east European countries it may take longer.

If your car has been fitted with a roof box or bicycle rack, you must remove and place it inside your car. The roof box keys need to be left with the ignition keys for your car.

Exclusions to vehicle repatriation

We will not pay for:

- (1) claims for any repatriation not authorised by the appropriate RAC control centre.
- (2) the cost of repatriation if this is uneconomical. Repatriation will be uneconomical if it will cost more than the market value of your car according to Glass's Guide or other appropriate industry standard used by RAC.
- (3) the cost of repatriation if your car is roadworthy.
- (4) any claim if your car is being repatriated and Customs in any country find its contents are breaking the law.
- (5) any further costs in connection with your car once declared beyond commercial economical repair by insurance by smart.

Collection of your car from abroad

We will pay the following costs up to £600 for one person to collect your car, repaired abroad, after a breakdown:

- standard/second class rail fare plus other public transport fares which are necessary to reach the place of collection.
- additional homeward cross channel ferry or rail fare for your car, following repairs. This is calculated by taking the actual fare less the value of any unused homeward portion of your original cross channel ticket.
- up to £35 per night for single room hotel accommodation necessary to complete the round trip (limited to room only).

Exclusions to collection of your car from abroad

We will not pay for:

- (1) first class rail fares.
- (2) the cost of any meals.
- (3) the costs of more than one person.

Note: The appropriate RAC control centre will, after taking a fair and reasonable view, decide whether your car should be repaired abroad for you (or someone nominated by you) to return and collect.

Authority for repatriation or repair

If your car is not able to be driven due to an accident, fire, break-in or theft, any damage which you are entitled to have repaired by insurance by smart must be reported to insurance by smart immediately.

Insurance by smart must decide whether to declare your car is beyond commercial economical repair, authorise repairs abroad or have your car repatriated. We cannot repatriate your car unless insurance by smart first give their permission.

Spare parts dispatch

If as a result of a breakdown your car needs parts but these are unavailable locally we will pay for:

- freight, handling and ancillary charges for dispatch of spare parts.
- the fare for one person to collect parts from the appropriate railway station or airport.

Exclusions to spare parts dispatch

We will not pay for the cost of parts themselves, which must be paid on receipt. When telephoning RAC control centre you will be asked for your credit card details. Alternatively you will be asked to pay for the part(s) direct to the repairer.

Accidental damage to or loss of tent

If your tent is stolen you must report the theft to the police as soon as reasonably practicable and obtain a written report.

We will pay:

- a contribution to accommodation expenses of up to £35 per person per day if during the period of insurance you are camping and your tent is damaged accidentally making it unusable, or it is stolen, or we may at our option authorise the cost of a replacement tent.

Exclusions to accidental damage to or loss of tent

We will not pay for:

- (1) the cost of meals or any costs that are not specified above.
- (2) damage caused by weather conditions.
- (3) the cost of a replacement tent not authorised by us.
- (4) any costs if your tent was stolen and you did not report the theft to the police within 24 hours and obtain a written report.

Urgent message relay service

We will pay for:

- the cost of relaying urgent messages from the appropriate RAC control centre to your immediate relatives or close business associates if your car cannot be driven because of breakdown, accident, fire or theft.

Exclusions to urgent message relay service

We will not pay for:

- (1) the cost of non urgent messages or messages to persons not described above.
- (2) the cost of relaying any urgent messages not arranged through the appropriate RAC control centre.

Replacement driver

We will pay for:

- the cost of providing a replacement driver to drive your car and your party to your destination or home, if a registered Doctor declares you medically unfit to drive and you are the only qualified driver.

Exclusions to replacement driver

We will not pay for:

- (1) the cost of a replacement driver if there is another qualified driver in the party who is fit to drive.
- (2) more than one claim per journey abroad.

Customs claims cover

We will pay for Continental or Irish Customs claims duty if:

- your car is beyond commercial economical repair as a result of a fire or theft abroad during your car journey and it has to be disposed of abroad under Customs supervision, or
- it is stolen abroad during your car journey and not recovered. RAC will deal with the necessary Customs formalities.

To arrange, please call: RAC European Support, 0330 159 0342 (Calls may be recorded and/or monitored) Monday-Friday 9am-5pm.

Exclusions to Customs claims cover

We will not pay for any import duties not relating to your car.

European policy requirements and limitations

Service providers

Unless the services are provided by RAC patrols or contractors acting on our instructions and on our behalf, we do not give any guarantee as to the services provided by garages, breakdown/recovery companies, repairers, hire car companies and other third party service providers whose emergency services we arrange on your behalf and/or pay for under Continental Breakdown and Accident Recovery – they do not act as our agents or subcontractors and we do not accept responsibility for their acts or omissions. You should check that any repairs to your car are carried out to your reasonable satisfaction.

Availability of service in Eastern Europe

Every effort is made by RAC to make sure that a good quality service is provided in eastern European countries but this may not necessarily be to the same standards as in Western Europe. The situation varies from country to country but time delays may occur, telephones are sometimes not available, garage facilities may be inadequate, spare parts are often not available.

Service in certain countries may become disrupted or unavailable due to prevailing political, economic, infrastructural or environmental conditions, for which RAC cannot accept responsibility. Information can be obtained from the Foreign & Commonwealth Office (FCO) – www.fco.gov.uk.

Important self-drive hire car information

We normally try to arrange a hire car similar in seating capacity and volume to, but not necessarily the same as your car, if there is one available. If you were travelling in an MPV or similar vehicle we may arrange two hire cars. We will only arrange this if there are two qualified drivers in your party. Otherwise, we will arrange alternative means of transport.

Self-drive car hire arranged under your cover will be subject to the normal conditions of the hiring company. These will include limitations on driver age, driving convictions and other licence penalties. The driver must also have held a full UK driving licence or equivalent for a minimum of one year (two years for France).

Your credit card details will also be required as security for the hire car and to cover extras such as top up of the fuel tank when returning the hire car. Car hire companies insist on having credit card details at the time of the booking and the card must be produced at the time of hiring the car. The name on the credit card and the name of the driver of the hire car must be the same. Debit cards are not acceptable. If you leave a hire car at a different location to the one arranged with the RAC control centre you must pay any collection charge which may be made.

Please note that many car hire companies within the territorial limits charge a damage excess which is not covered by the collision damage waiver.

In some parts of the territorial limits, hire cars are not allowed to cross national borders. In Greece and Eastern Europe, international drop-offs are not permitted. It may be necessary therefore to arrange two hires or alternative transport to complete your car journey. A car hired abroad must not be brought into Great Britain, Northern Ireland, the Channel Islands and the Isle of Man. A second hire car will be arranged for your journey once you are back in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

We cannot guarantee a hire car will be available.

We cannot arrange the hire of motorised caravans, motorcycles, convertibles or vehicles with a tow bar, roof rack, roof boxes, automatic gearbox, sports cars, 4x4 or luxury class vehicles and cannot guarantee the hire of minibuses or vans.

We will not be responsible for any delays in obtaining a hired vehicle and cannot guarantee to provide it in time to connect with your pre-booked ferry. You may have to collect a hire car from the nearest available place of supply.

Repayment of credit

You must pay back to us on demand:

- any costs we have paid for which you are not covered under this policy.
- the cost of any spare parts supplied.

Spares dispatch

After you have asked the appropriate RAC control centre to dispatch parts you are responsible for paying them in full, even if you later obtain them locally.

We will arrange to dispatch parts as quickly as possible but delays will occur at weekends or bank/public holidays. We will not be responsible for manufacturers' or suppliers' errors, loss or damage of parts in transit or any delay in delivery.

General Exclusions

General exclusions apply to the whole of your policy

We will not pay for:

- (1) Any accident, injury, loss or damage while any vehicle that is insured under this policy is being:
 - (a) used otherwise than for the purposes described under the 'Limitations as to use' section of your certificate of motor insurance, or
 - (b) driven by, or is in the charge of any person for the purposes of being driven who, or is not described under the section of your certificate of motor insurance headed 'Person or classes of persons entitled to drive', or
 - does not have a valid and current licence to drive your car, or
 - is not complying with the terms and conditions of the licence, or
 - does not have the appropriate licence for the type of vehicle.

We will not withdraw this cover:

- (i) while your car is in the custody or control of:
 - a member of the motor trade for the purposes of maintenance or repair, or
 - an employee of a hotel or restaurant or car parking service.
- (ii) if the injury, loss or damage was caused as a result of the theft of your car.
- (iii) by reason of the person driving not having a driving licence, if you had no knowledge of such deficiency.
- (2) Any liability you have agreed to accept to the extent you would have had if that agreement did not exist.
- (3)
 - (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 of nuclear fuel.
 - (ii) the radioactive, toxic explosive or hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- (4) Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event:
 - (a) 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.
 - (b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above. except to the extent that it is necessary to meet the requirements of the Road Traffic Acts.
- (5) Any accident, injury, loss or damage if your car is registered outside Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.
- (6) Any loss or damage arising from a deliberate act by you or any person driving or using your car.

General Conditions

General conditions apply to the whole of your policy

Claims procedure

- (1) You must report any accident, injury, loss or damage to us as soon as possible so we can tell you what to do next and help resolve any claim.
If you receive any contact from another party in relation to your claim, please re-direct this to us and we will manage it on your behalf.
You or anyone acting on your behalf must also let us know immediately if anyone insured under this policy is to be prosecuted as a result of an incident or if there is to be an inquest or a fatal accident inquiry.
- (2) 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 that 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 relevant information, documents and assistance we require to enable any claim to be validated for us to achieve a settlement or pursue a recovery.

Below are some examples of what we may request. However, we may also ask for other information, documents and assistance relevant to your claim.

Information	Documents	Assistance
<ul style="list-style-type: none">• Details of third parties and witnesses• Statement of events relating to your claim• Sketch or photograph of the accident scene• Correspondence received from another party (including court papers)	<ul style="list-style-type: none">• Driving licence• Proof of identity and address• Vehicle documentation such as V5, MOT and proof of purchase• Receipts and invoices• Finance documents	<ul style="list-style-type: none">• Attendance at court• Meetings with solicitors or us

- (3) You must notify the Police as soon as reasonably possible if your car is lost, stolen or broken into.

Canceling this policy

(4a) Your right to cancel

Following the expiry of your 14 day statutory cooling off period you continue to have the right to cancel this policy at any time during its term. If you do so, you will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time we have provided such cover. If you cancel your policy we will also charge a fee of £25.00 (plus Insurance Premium Tax where applicable) to cover our administrative costs.

To cancel, please contact your insurance adviser at the address shown on your schedule.

(4b) Our right to cancel

We (or any agent we appoint and who acts with our specific authority) may cancel this policy where there is a valid reason for doing so, by sending at least 7 days' written notice to your last known postal and/or e-mail address setting out the reason for cancellation.

Valid reasons include but are not limited to the following:

- Non-payment of premium (including non-payment of instalments under an insurance by smart monthly credit facility). If premiums or instalment payment(s) are not paid when due we will write to you requesting payment by a specific date. We will give you at least 14 days' notice in writing if we intend to cancel due to non-payment under an insurance by smart monthly credit facility. If we receive payment by the date set out in the letter we will take no further action. If we do not receive payment by this date we will cancel the policy from the cancellation date shown on the letter.
- Where we reasonably suspect fraud.
- Where the persons insured fail to co-operate with us or provide us with information or documentation we reasonably require, and this affects our ability to process a claim or defend our interests. See the 'Claims procedure' section of the General Conditions in this policy booklet.
- Where you have not taken reasonable care to provide complete and accurate answers to the questions we ask. See the 'Contract of Insurance and Information and Changes we need to know about' section of this policy booklet and the separate 'Important Information' notices supplied.

If we cancel the policy under this section you will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time we have provided such cover, unless the reason for cancellation is fraud and/or we are legally entitled to keep the premium under the Consumer Insurance (Disclosure and Representations) Act 2012.

If we cancel the policy we will also charge a fee of £25.00 (plus Insurance Premium Tax where applicable) to cover our administrative costs.

Important Note: The Consumer Insurance (Disclosure and Representations) Act 2012 sets out situations where failure by a policyholder to provide complete and accurate information requested by an insurer allows the insurer to cancel the policy, sometimes back to its start date and to keep any premiums paid

Where our investigations provide evidence of fraud or a serious non-disclosure we may cancel the policy immediately and backdate the cancellation to the date of the fraud or when you provided us with incomplete or inaccurate information, which may result in your policy being cancelled from the date you originally took it out.

Other insurance

- (5) 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 – Injury to you or your partner, 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 – Your liability 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 a roadworthy condition.
You will allow us to have free access to examine your car at all times.
Your duty to comply with policy conditions
- (7) Our provision of insurance under this policy is conditional upon you observing and fulfilling the terms, provisions, conditions and clauses of this policy.

Fraud

- (8) If your claim is in any way dishonest or exaggerated we will not pay any benefit under this policy or return any premium to you and we may cancel your policy immediately and backdate the cancellation to the date of the fraudulent claim. We may also take legal action against you.

Payments made under compulsory insurance regulations and rights of recovery

- (9) If the law in 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.

Direct right of access

- (10) Third parties may contact us directly in the event of accident, loss or damage as allowed under the European Communities (Rights Against Insurers) Regulations 2002. In these circumstances we may deal with any claim, subject to the terms and conditions of your policy.

Monthly premiums

- (11) If you are paying monthly premiums, these will be due on the start date of the insurance shown on your schedule, and on the same date of each following month. If you do not pay the first premium, the policy will be invalid. We will provide you with one month's cover for each monthly premium you pay. If you have paid one or more premiums but then fail to pay any premium after that, we will have the right to cancel the policy as set out in the General Conditions section of this policy booklet.

Monthly payment plan

- (12) If you are paying the premium using an Aviva monthly credit facility, you must make the regular monthly payments as required in the credit agreement. If you do not do this we may cancel this insurance as set out in the General Conditions section of this policy booklet. If the credit agreement requires you to pay a deposit, this deposit is required by the date the insurance starts or the policy will not be valid.

Mileage

- (13) 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

- (14) If you receive a contribution as part of a car sharing agreement 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 carriage of passengers for hire or reward provided:
- your car is not constructed or adapted to carry more than eight passengers (excluding the driver).
 - passengers are not being carried in the course of a business of carrying passengers.
 - total contributions received for the journey concerned do not involve an element of profit.

Important

- (15) If your car is used under a car sharing agreement and there is any doubt as to whether this arrangement is covered by the terms of your policy you should immediately contact your insurance adviser for confirmation.

Important Notice – Information we need to know about

- (16) 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.

Important – Please report all accidents to us immediately on **0344 4933 232** so we can tell you what to do next and help resolve any claim.

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 your insurance adviser.

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

The Financial Ombudsman Service

Exchange Tower

London E14 9SR

Telephone: 0800 023 4567 (calls from UK landlines and mobiles are free) or 0300 123 9123

Or simply log on to their website at www.financial-ombudsman.org.uk.

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

Important - Please report all accidents to us immediately on **0344 4933 232** so we can tell you what to do next and help resolve any claim.

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The motor insurance policy is underwritten by the insurer shown on your policy schedule and certificate of motor insurance.