



>> Your First Cover Motor Insurance Policy.
**Insurance for
your 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 605 6508

>> Motor Insurance Claims Assistance.

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, call

0800 587 5797

and explain what has happened.

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

Please detach this card and keep with you in case you need to call us to report an accident.

Please note that your cover is only valid for 7 days from the start date. At the expiry of your 7 day policy you have the option to take advantage of our annual motor insurance policy, if you wish to do this you would be required to pay an annual premium.

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>> The contract of insurance.

This policy is a contract of insurance between **you** and **us**. **You** enter into a contract with **us** when **you** agree to take out the policy on the terms and conditions **we** have offered. It is your 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 Statement of Demands and Needs document as issued by **us** and in your application form.
- schedule.
- any **clauses** endorsed on this policy, as set out in your schedule.
- **certificate of motor insurance**.
- the information under the heading 'Important notes relating to your cover' which **we** provide to **you** when **you** take out or renew your policy.

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.

>> Choice of law.

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

1. **you** and **the insurer** agree otherwise; or
2. 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.

>> 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 **us** immediately if there are any changes to the information set out in the Statement of Demands and Needs, **certificate of motor insurance** or on your schedule. **You** must also tell **us** 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 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 **us**.

When **you** inform **us** of a change, **we** will tell **you** 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.

>> Your cancellation rights.

There are no statutory cancellation rights under this policy.

>> Use of language.

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

>> 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 please contact 0345 605 6508 between 8.30am and 6pm Monday to Friday and between 9am and 2pm on Saturday, or write to Daimler Insurance Services UK Limited, Tongwell, Milton Keynes MK15 8BA.

>> Definitions.

To save lengthy repetition, wherever the following words or phrases appear in **bold** in this policy, they will have the following meanings unless otherwise shown for any policy section:

Accessories Additional or supplementary parts of **your car** not directly related to its function as a vehicle. These will include radios and other in-car entertainment, communication equipment and car telephones all of which, however, must form an integral part of the vehicle. Mobile phones which operate independently through their own battery pack are not **accessories** within this definition. Where **your car** is a motor caravan the term shall also include fixtures, fittings, furniture and furnishings.

Certificate of motor insurance A document that **you** must have as proof that **you** have the motor insurance necessary to comply with the law. This includes your 7 days motor insurance cover note. It shows who can drive **your car**, what purposes it can be used for and whether **you** are permitted to drive other cars. The certificate does not, however, indicate the full policy cover and for this **you** need to refer to the policy booklet. Wherever the expression **certificate of motor insurance** is used in this contract, it means the certificate which, from time to time, is that in force and not one which **we** have withdrawn or which has ceased to be valid.

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.

Market value The cost of replacing **your car** with one of similar type and condition.

Period of insurance The period of time covered by this policy as shown in the **policy schedule** and any further period for which **we** agree to insure **you**.

Policy Schedule Details of **you, your car** and the insurance protection provided to **you**.

RAC RAC, PO Box 700, Bristol BS99 1RB.

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

Territorial limits Great Britain, Northern Ireland, the Channel Islands and the Isle of Man, the Republic of Ireland, Andorra, Austria, Belgium, Bulgaria, the Czech Republic, Croatia, Cyprus, 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).

Terrorism

1. Any act or acts including but not limited to:
 - a) the use or threat of force and/or violence; and/or
 - b) 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, or so claimed, in whole or in part, for political, religious, ideological or similar purposes.
2. Any action taken in controlling, preventing, suppressing or in any way relating to 1. above.

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

The insurer/we/us/the company Aviva Insurance Limited, except where otherwise shown for any part of this policy.

Theft Theft or attempted theft.

Your car Any motor vehicle described in your **policy 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** by a garage, motor engineer or vehicle repairer while the motor vehicle described in your **policy schedule** is being either serviced, repaired or having an MOT test (applicable to Comprehensive cover only).

Your spouse/domestic partner The partner or husband or wife 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 for your Vehicle.

Section 1

Loss of or damage to your car

If **your car** is lost, stolen or damaged, **we** may, at our option, either:

- pay for **your car** to be repaired; or
- replace **your car**; or
- pay in cash the amount of 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.

The maximum amount **we** will pay will be the **market value** of **your car** but not exceeding your estimate of value shown in our records.

If, to our knowledge, **your car** is subject to a hire purchase or leasing agreement, any payment will be made to the owner described in that agreement whose receipt will be a full and final discharge to **us**.

If **your car** is disabled through loss or damage insured under this policy **we** will pay:

- the reasonable cost of protection and removal to the nearest repairers; or
- the reasonable cost of delivery to **you** after repair but not exceeding the reasonable cost of transporting **your car** to your address in the British Isles; or
- a hire car of up to 1600cc for 24 hours subject to the hirer's terms and conditions. This free period of cover must commence within 48 hours after **your car** was damaged and excludes fuel cost, parking fees or 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. **You** will need to produce receipts in order to claim for this. If **your car** is 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.

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 spouse/domestic partner** buying the car from new:

- any repair cost or damage covered by the policy exceeds 60% of its United Kingdom list price (including VAT) at the time of purchase; or
- **your car** is stolen and not recovered.

Replacement is subject to:

- **your car** being owned by **you** or **your spouse/domestic partner** or having been purchased by either of you under a hire purchase agreement (any car the subject of any type of leasing or contract hire agreement is not eligible for replacement)
- the agreement of any interested hire purchase company
- **you** or **your spouse/domestic partner** being the first registered owner of **your car**.

>> UK Accident Recovery.

If **your car** is not safe to drive after an accident, phone **us** and **we** will arrange for someone to come out and help **you** (transport for **you** and your passengers home or for the completion of your journey).

If **your car** cannot be made roadworthy within a reasonable time, **we** will take it to an approved repairer. **We** can take **your car** to a repairer of your choice if it is nearer, but this may lead to delays in arranging for repairs to **your car**.

Our employees and contractors will use reasonable care and skill when providing the accident recovery service. However, they can cancel services or refuse to provide them if, in their opinion, **your** demands are excessive, unreasonable or not practical.

>> Excesses.

Standard excess

You will be responsible for the first part of any loss or damage as shown in a. below. If **your car** is being driven by, or is in the charge of any one of the following, other **excesses** noted below apply in addition to the standard **excess** and any other compulsory **excesses** shown in your **policy schedule**:

	Excess
a. standard excess	£250
b. a driver under 21 years old	£300
c. a driver of 21 or over but under 25	£200
d. a driver of 25 or over who holds a provisional licence to drive the vehicle, or has held for less than one year a full UK or E.C. licence to drive the vehicle	£150

If **you** are only claiming for replacement locks, 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** under a, b, c and d 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.

Excess Waiver

Where **your car** has comprehensive cover and the driver of **your car** is involved in an accident caused by an uninsured motorist, **we** will refund the amount of any **excess** which has been paid.

You must provide **us** with:

- 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.

>> Exceptions to Section 1 of your policy.

Your policy does not cover the following:

1. Loss of use, wear and tear, depreciation, mechanical, electrical, electronic, computer failures or breakdowns or breakages.
2. Loss or damage arising from **theft** whilst the ignition keys of **your car** have been left in or on the car.
3. Damage to tyres by braking or by punctures, cuts or bursts.
4. Loss or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.
5. Loss of value following repair.
6. Confiscation or requisition or destruction by or under order of any Government or Public or Local Authority.

>> 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 in respect of any one claim or number of claims arising out of one cause 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**.

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 **your car** or cars driven or used by **you** or any other person and 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 be required to meet the minimum insurance requirements of the **Road Traffic Acts**.

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

In the event of the death of anyone who is insured under this section, **we** will protect his/her legal personal representatives against any liability of the deceased person if that liability is insured under this section.

Legal costs

We will pay:

- the fees of legal representatives **we** instruct 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;
- fees for legal representatives **we** instruct to defend anyone **we** insure under this section when proceedings are taken for causing death by dangerous or careless driving.

We will only pay these legal costs if they relate to an incident which is covered under this section.

>> Exceptions to Section 2 of your policy.

The cover under this section will not apply:

1. If any person insured under this section fails to observe the terms exceptions and conditions of this policy as far as they can apply. The cover will also not apply if they can claim under another policy.
2. To death or injury to any employee of the person insured which arises out of or in the course of such employment except where such liability is required to be covered by the **Road Traffic Acts**.
3. In respect of loss of or damage to property belonging to or in the care of anyone **we** insure who claims under this section.
4. In respect of damage to any car where cover in connection with the use or driving of that car is provided by this section.
5. To any loss, damage, injury or death occurring whilst **your car** is being used in that part of an aerodrome or airport provided for the takeoff or landing of aircraft on the surface, aircraft parking aprons including the associated service roads and ground equipment parking areas and those parts of passenger terminals which come within the Customs examination area except where such liability is required to be covered by the **Road Traffic Acts**.
6. To any consequence whatsoever resulting directly or indirectly from or in connection with **terrorism** regardless of any other contributory cause or event, except to the extent that **we** are obliged by the **Road Traffic Acts** to provide insurance, to any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with the any of the following, whether or not contributed to by any other cause or event:
 - i) **Terrorism** is defined as any act or acts including, but 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 and/or chemical and/or biological and/or radiological means

caused or occasioned by any person(s) or group(s) of persons, or so claimed, in whole or in part, for political, religious, ideological or similar purposes.

- ii) Any action taken in controlling, preventing, suppressing or in any way relating to i) above.

In respect of exception 6. above 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**.

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.

>> Additional covers.

Section 3

'Personal Accident' 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, the limit shown in your **policy schedule** if, within three months of the accident, the injury is the sole cause of:

- death
- irrecoverable loss of sight in one or both eyes
- loss of any limb.

The most **we** will pay any one person after any accident is £10,000.

The most **we** will pay any one person during any one **period of insurance** is £20,000.

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.

>> Exceptions to Section 3 of your policy.

This personal accident insurance does not cover:

1. Corporate bodies or firms;
2. Death or bodily injury arising from suicide or attempted suicide.

>> Medical expenses.

Section 4

If **you** or any other occupant of **your car** is injured as a direct result of **your car** being involved in an accident, **we** will pay for the medical expenses in connection with such injury up to the sum of £250 in respect of each person injured.

>> Exceptions to Section 4 of your policy.

Any physiotherapy treatment.

>> Counselling.

Section 5

We will pay reasonable costs of any professional counselling recommended by a qualified medical practitioner for any person being carried in **your car** who suffers emotional or psychological stress as a result of being a victim of **theft of your car**, which results in death or injury or causes that person to believe that they were in danger of death or injury.

You must obtain our agreement and approval of the counsellor before any treatment commences.

The most **we** will pay is £1,500.

What is not covered:

- any incident not reported to the police or for which a crime reference number has not been obtained.
- physical assault or threatening behaviour by **your spouse/domestic partner**, relative or any other person known to **you** or to the person driving **your car**.
- any counselling costs incurred without our prior agreement.

>> Personal belongings and child seat cover.

Section 6

Personal belongings

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

The maximum amount payable for any one incident is £500 subject to **you** making a claim under Section 1 of your policy.

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 1 of your policy.

>> Exceptions to Section 6 of your policy

We will not pay for loss of or damage to the following:

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.

>> Additional Covers.

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.

>> Emergency treatment.

Section 8

We will reimburse any person using any vehicle which is covered under this policy for payments made under the **Road Traffic Acts** for emergency treatment.

A payment made under this section will not prejudice your No Claim Discount.

>> No Claim Discount.

Section 9

No Claim Discount is not earned under a policy issued for less than 12 months.

>> Uninsured Driver Promise.

Section 10

If the driver of **your car** is involved in an accident caused by an uninsured motorist, **we** will agree to allow the No Claim Discount, even when **we** are unable to make a recovery, subject to **you** being able to provide:

- the vehicle registration and the make/model of the car; and

- the driver's details.

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

>> Glass in windscreen, sunroof or window.

Section 11

Any payment solely for repair or replacement of glass in the windscreen, sunroof or windows of **your car** (or any scratching of bodywork arising directly and solely from the glass breakage) will not prejudice your No Claim Discount.

>> Courtesy Car.

Section 12

After an accident covered by your policy, and if **your car** is repaired by an approved repairer, a small 1L, 3 door car will be provided whilst **your car** is repaired.

If **your car** cannot be repaired or has been stolen, **we** will arrange for a standard hire car for the duration of the **period of insurance** or up until your settlement cheque is received (whichever is the earliest).

>> Continental use/compulsory insurance requirements.

Section 13

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 8 (1) 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 in the **policy 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 the **period of insurance**.

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.

>> Replacement locks.

Section 14

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 may have stolen or found your keys or trans mitter.

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

Section 15

>> Legal Assistance Policy Section.

Definitions

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

You/your

The persons covered by this section:

- **the insured;** and
- any passengers carried in **your car** at the time of an accident and/or incident, which occurs within the **period of insurance**.

Motor Legal Assistance explained

- **Legal protection to claim costs or compensation after a motor accident and/or incident**

If there is an accident and/or incident involving **your car** which is not **your** fault, **we** will provide **you** with legal protection to pay lawyers' costs to help claim against the person(s) who are responsible.

As part of **your** claim **we** will pay to recover **your** financial losses (such as **your excess** and travel expenses) and also obtain compensation if, as a result of travelling in, getting into or out of **your car**, **you** die or sustain personal injury.

Reasonable prospects of success must be present throughout the duration of the claim. This means that the lawyer must believe that it is more likely than not that **you** will succeed in a claim for those losses. For more information please see 'Reasonable prospects of success explained' under 'Conditions of cover' in this section.

In the event the lawyer takes on **your** case but **your** claim is not successful **we** will pay legal costs and fees **you** are held responsible for, up to a maximum amount of £100,000.

If **you** need to report an accident and/or incident or talk to **us** about a claim, call **us** on:

0844 891 1111.

Lines are open 24 hours a day, 365 days a year.

- **Legal protection to defend motoring offences**

This section provides legal protection to pay lawyers' costs to help defend **your** legal rights if **you** are accused of or have committed an offence under the **Road Traffic Acts** (e.g. a speeding fine) while using **your car** (including if a conviction would result in **you** being disqualified or suspended from driving).

Cover in this section is subject to cover not already being provided under 'Section 2 – Your Liability' in this policy.

The maximum amount **we** will pay for any one claim under this cover is £20,000.

If **you** need to report an incident or talk to **us** about a claim, call **us** on: **0845 300 2970.**

Lines are open 24 hours a day, 365 days a year.

Motor legal advice helpline explained

You have access to a 24 hour legal advice helpline based in the United Kingdom – providing confidential legal advice on any legal matter relating to the use of **your car** (e.g. private vehicle sale).

There are no consultation fees and lines are open 24 hours a day, 365 days a year, all **you** pay for is the phone call.

Call **us** on: **0845 300 2970.**

Please ensure **you** have **your** policy number to hand when **you** contact **us**.

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

- Costs of calls to 0844 and 0845 numbers may vary, please contact **your** network provider for details.

What is not covered

We will not pay any costs and expenses:

1. Which **we** have not agreed to or authorised.
2. Incurred prior to our acceptance of a claim.
3. Resulting from any legal action **you** take without our prior approval.
4. For any fines, penalties, compensation or damages which **you** are ordered to pay by a court or other authority.
5. Resulting from any claim deliberately or intentionally caused by **you**.
6. Resulting from a defence of motoring offence arising from prosecutions for:
 - dishonesty or violent conduct;
 - drink or drug related offences; or
 - parking offences.
7. Relating to an application for judicial review.
8. For a claim relating to any non-contracting party's rights to enforce all or any part of this section. This means that only **you** may enforce all or any part of this policy and the rights and interests arising from or connected with it. The Contracts (Rights of Third Parties) Act 1999 does not apply to this section.
9. For dispute with **us** in respect of the policy terms and conditions unless that is covered by the 'Disputes and arbitration' section in this policy.
10. For losses already paid by **us** under any other section of this policy.

Conditions of cover

The following conditions apply to this section:

- the incident occurs during the **period of insurance**;
- the incident occurs within the **territorial limits**;
- any legal proceedings that **we** have agreed to are dealt with by a court or similar body within the **territorial limits**;
- in respect of any appeal or defence of an appeal, it has been reported to **us** at least 14 days prior to the deadline for any appeal; and

- reasonable prospects of success exist for the duration of the claim. This condition only applies to claims under the 'Legal protection to claim costs or compensation after a motor accident or incident' section. Please see the box below for more information.

Reasonable prospects of success explained

Before **we** begin to pursue financial losses or pay any legal costs and expenses **we** will ask the appointed lawyer to discuss **your** claim with **you** and assess the prospects of success.

In respect of all claims under the 'Legal protection to claim costs or compensation after a motor accident or incident' section **we** need to establish that it is more likely than not that **you** will:

- make a recovery of damages either in full or in part against the person(s) **you** believe were to blame;
- recover more than any offer of settlement from the person(s) **you** believe were to blame;
- make a successful defence of any claims made against **you**;
- make a successful appeal or defence of an appeal;
- obtain a legal remedy which **we** have agreed to pursue or defend.

If at any time it is established that **your** claim no longer has a reasonable prospect of success, **we** will confirm this in writing to **you**. **We** will pay for all costs and expenses **we** have agreed or authorised prior to the change in prospects of success. **You** have the right to continue the legal proceedings but this will be at **your** own expense and **we** will not pay any legal costs and fees **you** may be held responsible for after the confirmation in writing.

Your claim

How to claim

1. Before **you** call, please make sure **you** have **your** policy number, vehicle registration and incident date ready to hand.
2. Call **us** to register **your claim**:
 - for legal protection to claim costs or compensation after a motor accident and/or incident, please call **us** on **0844 891 1111**; or
 - for legal protection to defend motoring offences, please call **us** on **0845 300 2970**.

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

- Costs of calls to 0844 and 0845 numbers may vary, please contact **your** network provider for details.

Legal representation

On receipt of a claim, **we** will appoint a lawyer to act for **you**.

If it is necessary to start court proceedings, **you** are free to nominate an alternative lawyer by sending the lawyer's name and address to **us**.

If there is a conflict of interest or **we** do not agree to **your** choice of lawyer, **you** may choose another representative. If there is still a disagreement, **we** will ask the President of the relevant National Law Society to choose a suitably qualified person. In this circumstance both parties are obliged to accept this choice of representation.

The legal costs and expenses we will pay for

We will pay the following:

- reasonable legal costs and expenses incurred in respect of **your** claim; and/or
- legal costs and expenses, which **we** have agreed to or authorised, which **you** have been held responsible for or ordered to pay by a court or similar body.

In determining whether or not costs are reasonable, **we** will consider whether a person without legal expenses insurance, and with the funds available to finance their own legal costs, would be likely to find the costs in question reasonable. Specific factors **we** will take into account in making this determination are:

- the amount of any financial losses being claimed;
- the value and complexity of the case;
- the geographical location of the person and the other party to the action;
- the conduct and actions of the other party;
- the normal level of legal costs and expenses a similar specialist lawyer appointed by **us** would charge.

Conditions relating to your claim

- Incidents must be reported to **us** within 180 days after the date **you** discovered the incident.
- **You** must allow **us** direct access to the appointed lawyer who will provide **us** with any information or opinion on **your** claim.
- **You** must provide **us** with any information or instructions that **we** may reasonably ask for in relation to **your** claim. If **we** do not receive all the information or instructions **we** need **we** may delay or suspend **your** claim.
- **You** must notify **us** immediately if the approved lawyer receives a formal offer to settle a claim or to make a payment into court.
- If **you** do not accept a payment into court or any offer where the appointed lawyer advises that this is a reasonable payment or offer, **we** may refuse to pay further legal costs and expenses.
- No agreement to settle on the basis of both parties paying their own costs is to be made without our prior approval.
- **You** must support **us** in the recovery (from the person(s) who **you** believe were responsible) of any legal costs and expenses to **us**.

- In respect of the following, if **you**:
 - settle or withdraw a claim without our prior agreement;
 - do not give suitable instructions to the appointed lawyer; or
 - dismiss an appointed lawyer without our prior consent, (please see the 'Legal representation' and 'Disputes and arbitration' sections for more information about appointing representatives),

the cover **we** provide in respect of **your** claim will end immediately and **we** will be entitled to reclaim any costs and expenses **we** have incurred.

Disputes and arbitration

If any difference arises between **us** and **you** in respect of the:

- acceptance;
- refusal;
- control; or
- handling

of any claim under this section, **you** can take the steps outlined in our Complaints Procedure section in this policy.

You have the right to refer any such difference that arises between **us** and **you** to arbitration which will be decided by Counsel chosen jointly by **us** and **you**.

If there is a disagreement with regard to the choice of Counsel, **we** will ask the President of the relevant National Law Society to choose a suitably qualified person.

The decision shall be final and binding on both **us** and **you**.

All costs for resolving the difference will be met by the party against whom the decision is made.

>> General Exceptions.

Your policy does not cover the following:

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**;
 - b) driven by, or is in the charge of any person for the purposes of being driven who;
 - is not described under the section of your **certificate of motor insurance** headed "Permitted drivers"
 - does not have a valid and current licence to drive **your car**
 - is not complying with the terms and conditions of the licence
 - 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 while **your car** is being parked by an employee of a hotel or restaurant or car parking service
 - ii. if the injury, loss or damage was caused as a result of **your car** being stolen or having been taken without your permission
 - 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 take on except to the extent **you** would have had that liability 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 radiations 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 other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
4. a) 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 contributed to by any other cause or event:
 - war;
 - invasion;
 - act of foreign enemy;
 - hostilities or warlike operation or operations (whether war has been declared or not);
 - civil war;
 - revolution, rebellion or insurrection;
 - civil commotion which is of such severity or magnitude that it can amount to or be likened to an uprising;
 - military power (even if properly authorised by the duly elected government); or
 - usurped power.
 - b) Any action taken in controlling, preventing, suppressing or in any way relating to (a) above, except to the extent that is necessary to meet the requirements of the **Road Traffic Acts**.
5. Any accident, injury, loss or damage if any vehicle is registered outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

>> General Conditions.

Claims procedure

1. As soon as reasonably possible after any accident, injury, loss or damage, **you** or your legal personal representatives must telephone the claims assistance telephone number shown at the front of this book, 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.
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 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 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
Details of third parties and witnesses	Driving licence Proof of identity and address	Attendance at court Meetings with solicitors or us
Statement of events relating to your claim	Vehicle documentation such as V5, MOT and proof of purchase	
Sketch or photograph of the accident scene	Receipts and invoices	
Correspondence received from another party (including court papers)	Finance documents	

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

Your cancellation rights

4. There are no statutory cancellation rights under this policy.

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, 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 Exception 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**.

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**.

Car sharing and insurance

9. 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

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.

Important Notice – Information we need to know about

10. **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.

>> 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:

- If your complaint is regarding a claim please telephone 0845 300 9514 and ask your contact to review the problem.
- If your complaint is regarding anything else **you** can write to Daimler Insurance Services UK Limited, Tongwell, Milton Keynes MK15 8BA or telephone 0345 605 6508, 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 at:

The Financial Ombudsman Service
Exchange Tower
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.

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.

Telephone Call Recording

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

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, or write to Financial Services Compensation Scheme, 10th Floor Beaufort House, 15 St Botolph Street, London, EC3A 7QU.

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