

COVER BOOKLET

Insurance and loss and
damage protection for
motor vehicles

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If you would like a copy of this Booklet in large print or an alternative format, please call 0300 456 4566

Welcome

Together, Motability Operations Ltd and RSA have arranged to give protection for users of the Motability Contract Hire Scheme. These arrangements are designed to provide protection similar to that which you would receive under a fully comprehensive insurance policy.

The arrangements have two separate parts:

- Under your vehicle contract hire agreement Motability Operations Ltd will pay for loss or damage to your vehicle subject to the terms and conditions set out in Parts 2 and 4 of this cover booklet. This means that the hirer will be responsible for any loss or damage to the vehicle, which is not the responsibility of Motability Operations Ltd
- RSA provides Motability Operations Ltd with an insurance policy for users of the Motability Contract Hire Scheme which is set out in Parts 3 and 4 of this booklet. This provides you with several valuable benefits including third party cover, legal expenses cover, an uninsured loss recovery service and personal accident cover.

This booklet contains the legal terms and conditions of your protection from Motability Operations Ltd and a summary of the RSA Policy provided by RSA. Please read it carefully and advise Motability Operations Ltd and RSA, through RSA Motability (see contact details overleaf), if these arrangements do not meet your requirements or there have been any changes in your circumstances as notified to RSA.

There are important limitations and exclusions under both your Motability Operations Ltd protection and your RSA insurance cover explained in Parts 2, 3 and 4 which you should be aware of. It is essential that you bear these in mind during the full length of your contract hire agreement.

In particular:

- Only drivers approved by RSA and named as permitted drivers on your Certificate of Motor Insurance may drive the vehicle
- You will not be covered for driving any other vehicle, unless it is a replacement vehicle, provided by or on behalf of Motability Operations Ltd in temporary replacement of the vehicle under the Motability Contract Hire Scheme
- Personal belongings in the vehicle are not covered
- Non-standard equipment or adaptations and modifications are excluded unless they have been fitted with the prior approval of Motability Operations Ltd, are designed to enable the disabled person to use the vehicle, and RSA has been notified and agreed them
- Loss or damage to interior trim or upholstery is not covered unless this arises from an incident which also requires bodywork or mechanical repair
- Loss or damage to Key(s) is not covered
- Excesses apply in respect of each and every incident. Details are given in your contract hire agreement and the policy schedule which will be sent to you together with the Certificate of Motor Insurance.

We wish you a happy and safe motoring future.

Motability Operations Ltd

For general enquiries about the Motability Scheme, your Contract Hire Agreement or your vehicle, please contact:

Motability Operations Ltd
City Gate House
22 Southwark Bridge Road
London
SE1 9HB

Telephone: **0300 456 4566**
Minicom: **0300 037 0100**

(Lines are open 8.00am to 8.00pm Monday to Friday and 9.00am to 5.00pm on Saturdays)

Royal & Sun Alliance Insurance Ltd

For enquiries about Insurance and loss and damage protection or to make a claim, please contact:

RSA Motability
Customer Services
PO Box 40
New Hall Place
Old Hall Street
Liverpool
L69 3SD

Customer Services/Claims: **0300 037 3737**

(Lines are open:

New Claims: 8.00am to 8.00pm Monday to Friday and 8.00am to 4.00pm on Saturdays

Existing Claims: 9am to 5pm Monday to Friday

Customer Services: 8.00am to 7.00pm Monday to Friday and 8.00am to 4.00pm on Saturday)

If your vehicle is immobile, please contact Motability Assist (RAC) UK on 0800 73 111 73 (Lines open 24 hours)

Part 1: Definitions

This cover booklet contains the terms and conditions of hire under which Motability Operations Ltd will pay for loss or damage to the vehicle and the legally separate terms and conditions of Motability Operations Ltd's insurance policy with RSA. All parts of this booklet use certain common definitions of the words or expressions below which will have the same meaning wherever they are shown in **bold** print.

Adaptations and Modifications

Items which are needed so that the **Vehicle** can be used by a disabled person and which have been advised to **RSAM** and accepted by **Motability Operations Ltd** and **RSA**.

Alternative Vehicle

Any vehicle provided by or on behalf of **Motability Operations Ltd** to the **Hirer** in temporary replacement of the **Vehicle** to provide continuous mobility under the Motability Contract Hire Scheme including:

- Any **In-Car Equipment** in the **Alternative Vehicle**
- **Adaptations and Modifications** in the **Alternative Vehicle**
- Accessories and tools supplied with the **Alternative Vehicle**.

British Isles

The **British Isles** are:

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

Certificate of Motor Insurance

The document given to the **Hirer** in respect of the **Vehicle** which proves that the insurance cover is in force with **RSA** as required by road traffic laws.

Contract Hire Agreement

The agreement between **Motability Operations Ltd** and the **Hirer** for the hire of the **Vehicle**, including the terms and conditions in Parts 1, 2 and 4.

Driver

Anyone who is shown on the **Certificate of Motor Insurance** as a permitted driver to drive the **Vehicle** or **Alternative Vehicle** and who has the **Hirer's** permission to drive it.

Endorsement

An amendment to the **RSA Policy**.

Excess

Excess means:

- in relation to **Alternative Vehicles**, and any **Adaptations and Modifications** and **In-Car Equipment** and replacement of the windscreen, windows and glass sunroof in them, the amount shown in the **Policy Schedule** which the **Hirer** must pay for any incident;

and

- in relation to **Vehicles** and any **In-Car Equipment** and replacement of the windscreen, windows and glass sunroof in them (in relation to Part 2 only) the amount shown in your **Contract Hire Agreement** (subject to variation by notice in writing) which the **Hirer** must pay for any one incident.

External Claims Service Provider

The **External Claims Service Provider** chosen by **RSA** to manage claims under this **RSA Policy** on its behalf.

Hirer

The person to whom the **Vehicle** is let on hire by **Motability Operations Ltd** under the Motability Contract Hire Scheme.

In-Car Equipment

In-Car Equipment is:

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

The equipment must be permanently fitted in the **Vehicle** or **Alternative Vehicle** and must have been supplied with it as standard by the manufacturer or dealer.

Incorrect Fuel

Incorrect Fuel means diesel which has been put into a petrol-engined **Vehicle**, or petrol which has been put into a diesel-engined **Vehicle**.

Insured Person

- the **Hirer**
- the **Driver**
- any passenger who a **Driver** allows into the **Vehicle** or **Alternative Vehicle**
- anyone who is using but not driving the **Vehicle** or **Alternative Vehicle** with the **Hirer's** permission
- **Motability Operations Ltd**.

Key(s)

Key(s) means any device(s) used for starting your **Vehicle** or an **Alternative Vehicle** or using its locking mechanism or immobiliser.

Market Value

The cost of replacing the **Vehicle** with a vehicle of the same make, model specification, mileage and age, and which is in the same condition as the **Vehicle** was immediately before the loss or damage which is being claimed for.

Medical Emergency

A sudden illness or worsening of illness or condition which necessitates immediate attention by a qualified doctor or admittance to a hospital as an in-patient or outpatient.

Motability Operations Ltd

Motability Operations Limited.

Period of Insurance

The period for which the **Hirer** is covered under the **RSA Policy**, as shown on the **Certificate of Motor Insurance**.

Policy Schedule

The document which describes:

- the **Hirer**
- any permitted **Driver**
- the **Vehicle**
- any special details of the **RSA Policy**, such as **Excesses**.

Part 1: Definitions

RSA

Royal & Sun Alliance Insurance Ltd

RSAM

The RSA Motability unit, a division of **RSA**, which provides claims management services on behalf of **Motability Operations Ltd** and which administers the **RSA Policy**.

RSA Policy

The **RSA Policy** is made up of:

- the application for insurance under the Motability Contract Hire Scheme completed by or on behalf of the **Hirer**
- Parts 1, 3 and 4 of this booklet
- any **Endorsement**
- the **Policy Schedule**
- the **Certificate of Motor Insurance**.

Territorial Limits

These are:

- **the British Isles**
- any country which is a member of the European Union
- Iceland, Liechtenstein, Norway and Switzerland

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

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

Terrorism

Terrorism shall mean an act of any person acting on behalf of or in connection with any individual or organisation which carries out activities directed towards the overthrowing or influencing by force or violence of H.M. Government in the United Kingdom or any legitimate government whether or not legally established.

Vehicle

A **Vehicle** which is let on hire by **Motability Operations Ltd** to the **Hirer** under the Motability Contract Hire Scheme.

This includes:

- any **In-Car Equipment**
- **Adaptations** and **Modifications**
- accessories and tools which were supplied with the **Vehicle**.

Part 2: Protection from Motability Operations Ltd

This Part describes **Motability Operations Ltd's** responsibilities if there is loss of, or damage to, the **Vehicle** and forms part of the **Contract Hire Agreement**. These terms and conditions are subject to the Exclusions set out in Part 4, which should be read in conjunction with them.

Section 1 – Loss and damage

What Motability Operations Ltd covers

Motability Operations Ltd will be responsible for loss of or damage, in the **British Isles** or the Republic of Ireland, to:

1. The **Vehicle**
2. The **Vehicle's In-Car Equipment**
3. The **Vehicle's** windscreen, windows and glass sunroof

If the **Key(s)** for the **Vehicle** is/are stolen in the **British Isles** or the Republic of Ireland **RSAM** will arrange to replace the locking mechanisms and **Key(s)**.

What Motability Operations Ltd does not cover

Motability Operations Ltd does not cover the following:

1. Loss or damage to the **Vehicle** to the extent that it arises from a breach of the **Contract Hire Agreement**.
2. The amount of the **Excesses** in the **Contract Hire Agreement**. These **Excesses** will not apply to:
 - the repair (but not replacement) of windcreens or windows
 - loss or damage occurring when the **Vehicle** is in the care of a garage or similar motor trade organisation for servicing or repair or maintenance or testing
 - loss or damage occurring when the **Vehicle** is in the care of a hotel or restaurant or similar organisation solely for the purpose of parking.
3. Loss or damage to trim and upholstery in the **Vehicle**, unless this arises from an incident which requires bodywork repair and/or mechanical repair to the **Vehicle**.
4. Loss of value of the **Vehicle**.
5. Wear and tear.
6. Mechanical, electronic, computer and electrical failure or breakdown unless the result of rodent damage to electrical wiring.
7. Damage to tyres caused by braking, punctures, cuts or bursts.
8. Loss or damage caused by deception.
9. Loss or damage to any property which does not belong to **Motability Operations Ltd** (see Part 3 for cover for **Adaptations and Modifications**.)
10. Loss or damage arising from theft, attempted theft or taking without consent if the **Key(s)** for the **Vehicle** is/are left in, on or about the **Vehicle** while it is unattended or unoccupied and:
 - the **Vehicle** is left unlocked or
 - the windows or glass sunroof of the **Vehicle** are left open.
11. Loss or damage resulting from the **Vehicle** being taken without the permission of the **Hirer** by
 - a member of the family of the **Hirer** or any **Driver**
 - a girlfriend or boyfriend of the **Hirer** or any **Driver**

Part 2: Protection from Motability Operations Ltd

- anyone who normally lives with the **Hirer** or any **Driver** unless such a person has been reported to the police for the purposes of a criminal prosecution and support for such prosecution is not subsequently withdrawn.
12. Loss or damage to **Key(s)**
 13. Loss or damage caused by the use of red diesel, bio-fuels or any other alternative fuel unless agreed by **RSAM** and **Motability Operations Ltd**.

How Motability Operations Ltd will settle a claim under this section

A. How Motability Operations Ltd will settle a claim

If the loss or damage is covered under these terms and conditions, **Motability Operations Ltd** will settle a claim as explained below.

1. The Vehicle

If the **Vehicle** is lost or damaged **Motability Operations Ltd** will repair the damage subject to the following: **Motability Operations Ltd** may decide to use suitable parts or accessories which are not supplied by the original manufacturer. If the **Vehicle** is damaged and cannot be repaired for a reasonable cost or if it is lost and never found, the **Contract Hire Agreement** in relation to the **Vehicle** will terminate. If **Motability Operations Ltd** agrees, you may enter into a new **Contract Hire Agreement**.

2. In-Car Equipment

If the **Vehicle's In-Car Equipment**, is lost or damaged, **Motability Operations Ltd** will:

- pay for the damage to be repaired (if repairs can be carried out for a reasonable cost); or
- if repairs cannot be carried out for a reasonable cost, or if the item is

lost and never found, **Motability Operations Ltd** will arrange replacement with an item of similar quality and value.

3. Adaptations and Modifications

Damage to **Adaptations and Modifications** is not covered by **Motability Operations Ltd** under these terms and conditions. Instead, please refer to the **RSA Policy** in Part 3 of this booklet.

4. Alternative Vehicle

Loss of or damage to an **Alternative Vehicle** is not covered by **Motability Operations Ltd** under these terms and conditions. Instead please refer to the **RSA Policy** in Part 3 of this booklet.

5. Incorrect Fuelling

If **Incorrect Fuel** is accidentally put into the **Vehicle**, **Motability Operations Ltd** will pay the costs of:

- a) Draining the **Incorrect Fuel** and cleansing the fuel tank
- b) Rectifying any subsequent damage inadvertently caused to the **Vehicle** through it being driven or moved

Motability Operations Ltd shall not be liable for reimbursing the cost of the **Incorrect Fuel** or for damage caused by the driving or moving of the **Vehicle** by anyone having knowledge that the **Vehicle** had been incorrectly fuelled.

B. Recovering, protecting, storing and delivering the Vehicle

If the loss or damage is covered **Motability Operations Ltd** will pay the reasonable costs of:

- recovering, protecting and storing the **Vehicle**
- taking the **Vehicle** to the nearest repairer if it cannot be driven; and
- delivering the **Vehicle** to an appropriate address in the **British Isles** after it has been repaired.

Section 2 – Protection Abroad

A. Protection for the Vehicle

Protection under Section 1 is extended to provide cover whenever the **Vehicle** is taken to a country within the **Territorial Limits** (outside the **British Isles** and the Republic of Ireland), provided that the total length of any visit or the total length of all visits during any 12 month period is no more than 90 days.

B. Customs Duty

If the **Vehicle** is lost or damaged abroad, **Motability Operations Ltd** will pay customs duty for it to be stored or repaired as long as:

- The loss or damage is covered under these terms and conditions; and
- The **Vehicle** is in a country within the **Territorial Limits**.

Section 3 – Loss of Use

Definition

The main definitions shown at the front of this booklet also apply to this section and, in addition, **Breakdown** shall mean that the **Vehicle** cannot be used or safely driven as a result of:

- Mechanical or electrical failure
- Loss or damage

What Motability Operations Ltd will pay

As a result of **Breakdown** of the **Vehicle** in the **British Isles**, **Motability Operations Ltd** will refund to the **Hirer** that part of the **Hirer's** allowance (as defined in the **Contract Hire Agreement**), that is payable as rental to **Motability Operations Ltd** during the period referred to below.

Motability Operations Ltd will calculate any refund it pays from the date when the **Breakdown** was discovered.

Motability Operations Ltd will refund any allowance received, for the period you are without a vehicle, excluding the first week.

Motability Operations Ltd will make one payment at the end of this period, unless **Motability Operations Ltd** agrees something different.

What Motability Operations Ltd will not pay

Motability Operations Ltd will not pay any refund for the time when the **Hirer** has been supplied with an **Alternative Vehicle** or any other vehicle.

Motability Operations Ltd does not pay following a **Breakdown** which happens because of:

- deliberate damage, neglect or misuse of the **Vehicle**.
- the fitting of any modifications, replacement or experimental parts which the manufacturer does not approve of.
- freak weather conditions or frost damage (unless adequate precautions are taken).
- use of the **Vehicle** outside the **British Isles**.

Motability Operations Ltd will not pay any refund in respect of any period after the **Contract Hire Agreement** between **Motability Operations Ltd** and the **Hirer** has been terminated.

Part 2: Protection from Motability Operations Ltd

Section 4 – Conditions which attach to the obligation of Motability Operations Ltd to pay under sections 1 and 2

1. Reporting a claim

- The **Hirer** or **Insured Person** must tell **RSAM** immediately about any incident or legal proceedings which may lead to a claim and must co-operate with any investigations that may arise out of the incident.
- **RSAM** may ask the **Hirer** to provide all the details in writing together with any evidence which **RSAM** may need.
- If there has been a theft, attempted theft or taking without consent the **Hirer** must also tell the police immediately and obtain a crime reference number which relates to that theft, attempted theft or taking without consent.
- If the **Hirer** or **Motability Operations Ltd** receive any writ, summons or other legal documents or letters then they must be sent to **RSAM** immediately.
- Correspondence must not be answered without **RSAM's** written permission. Permission will not be refused without a good reason.

2. Assessing the claim

The **Hirer** must give **RSAM** whatever help and information it asks for and must not admit or deny a claim or negotiate or promise to pay a claim without **RSAM's** written permission. **RSAM** will not refuse permission without a good reason.

3. Fraudulent or exaggerated claims

If an **Insured Person** knowingly:

- makes a false claim
- exaggerates the amount of a claim
- provides **Motability Operations Ltd** and/or **RSAM** with false or misleading declarations or statements to support

a claim the claim will not be paid and **Motability Operations Ltd** may terminate the **Contract Hire Agreement**.

4. Changes in circumstances

The **Hirer** or **Driver** must tell **RSAM** immediately if:

- they want to change who can drive the **Vehicle**
- the **Hirer** or a **Driver** intend to use the **Vehicle** for a use not shown in the **Certificate of Motor Insurance**
- The **Hirer** or a **Driver** has been advised by a medical practitioner not to drive
- The **Hirer** or a **Driver** has had their driving licence revoked or withdrawn by the DVLA.

This information is required for the **Hirer's Certificate of Motor Insurance** to enable the **Hirer** or any named **Driver** to legally drive the **Vehicle**.

The **Hirer** or **Driver** must tell **RSAM** within 30 days (or the policy expiry date whichever is soonest) if other circumstances change, for example, if:

- the **Hirer** or any **Driver** have been convicted of any motoring offence, or received a licence endorsement or fixed penalty notice
- the **Hirer** or any **Driver** have been involved in any accidents, losses or thefts, regardless of whether a claim was made
- the **Hirer** or a **Driver** change address
- any modifications are made to the **Vehicle**.

This is not a full list. The **Hirer's** policy documentation contains all of the information **RSAM** need to determine eligibility for this policy. The **Hirer** or any **Driver** must tell **RSAM** if any of the information in their policy documentation becomes incorrect following a change in circumstances.

Part 2: Protection from Motability Operations Ltd

If the **Hirer** or any **Driver** fail to tell **RSAM** of any changes and these would have affected their eligibility for this policy

- any claim may not be paid or
- the **Hirer** or any **Driver** may be held liable for any payments which have already been made.

5. Looking after the Vehicle and Taking Reasonable Precautions

The **Hirer** and any **Driver** must do everything possible to prevent loss or damage, keep the **Vehicle** in good condition and take reasonable precautions to prevent accidents.

The **Hirer** will be responsible for any loss or damage to the **Vehicle**, which is not the responsibility of **Motability Operations Ltd** under these terms and conditions.

Motability Operations Ltd or **RSAM** must be able to inspect the **Vehicle** at all reasonable times.

6. Taking over rights

If the **Insured Person** makes a claim, he or she must be prepared to take any steps **Motability Operations Ltd** or **RSAM** ask him or her to take to protect his or her rights. The **Insured Person** must also be prepared to allow **Motability Operations Ltd** or **RSAM** to act in his or her name and take any steps **Motability Operations Ltd** feel are necessary to protect his or her rights. This may mean that **Motability Operations Ltd** or **RSAM** defend or settle the claim in the **Insured Person's** name. If either **Motability Operations Ltd** or **RSAM** does this, they will pay any costs and expenses involved.

7. Cover for car sharing

A **Hirer** or **Driver** may accept payment from passengers in the **Vehicle** as part of a car-

sharing agreement, as long as:

- the **Vehicle** is not designed to carry more than eight passengers and a **Driver**
- passengers are not being carried as part of a business of carrying passengers
- the **Hirer** or **Driver** does not make a profit from the total payments received for the journey.

8. Fraudulent applications or Requests for Changes

Motability Operations Ltd will not pay if:

- any part of your application for hiring the **Vehicle**
 - any further changes requested under Part 2
- are materially misleading or false.

For example, this could include:

- not telling **RSAM** about motoring convictions, licence endorsements or fixed penalty notices
- not telling **RSAM** about previous accidents or losses, even if a claim was not made
- not telling **RSAM** about modifications to the **Vehicle**
- knowingly giving false information to **RSAM**.

This is not a full list.

9. Contract hire agreement

The terms and conditions in this cover booklet form part of your **Contract Hire Agreement** and should be read in conjunction with it.

Exclusions which apply to the whole of the protection

There are certain exclusions which apply to the whole **Motability Operations Ltd** Protection. These are listed in Part 4 of this booklet, and form part of this protection. Please read them carefully.

Part 3: RSA Policy

This Part describes the terms and conditions of **Motability Operations Ltd's** insurance with **RSA**. **RSA** will cover **Insured Persons** during the **Period of Insurance** under the terms and conditions set out in this **RSA Policy**.

These terms and conditions are subject to the Exclusions set out in Part 4 which should be read in conjunction with them.

Section 1 – Legal liability to others

What RSA cover

A. Cover for Hirers and Motability Operations Ltd

RSA cover the **Hirer** and **Motability Operations Ltd** for their legal liabilities for:

- accidental death or accidental injury
- accidental damage to property (**RSA** will pay up to £20,000,000 for any claim or claims arising from one incident)

arising from the use of the **Vehicle** or **Alternative Vehicle** or a trailer which is attached to the **Vehicle** or **Alternative Vehicle**, in the **British Isles** or the Republic of Ireland.

B. Cover for other people

RSA also cover the following people for legal liabilities to others:

- Any **Driver**
- Anyone the **Hirer** allows to use (but not drive) the **Vehicle** or **Alternative Vehicle** for social, domestic and pleasure purposes
- Anyone who is a passenger in the **Vehicle** or **Alternative Vehicle**

- Any employer of a **Driver** shown on the **Certificate of Motor Insurance** as long as the **Certificate of Motor Insurance** allows the use to which the **Vehicle** or **Alternative Vehicle** is put
- The legal representatives of any person who dies and who would have been covered under this section arising from the use of the **Vehicle** or **Alternative Vehicle** or a trailer which is attached to the **Vehicle** or **Alternative Vehicle**, in the **British Isles** or the Republic of Ireland.

C. Cover abroad

RSA provide the minimum cover required by law to allow the **Vehicle** or **Alternative Vehicle** to be used in any of the following countries:

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

D. Emergency treatment fees

- **RSA** will pay the cost of any emergency medical treatment required under road traffic laws.

What RSA do not cover

RSA do not cover the following:

1. Loss or damage to the **Vehicle** or any other property which is owned by or in the care of anyone making a claim under this section (for cover for an **Alternative Vehicle** see Section 2).

2. Legal liability for death of or physical injury to anyone as a result of their job, except as required under road traffic laws.
3. The legal liability of anyone who is not driving but who is claiming cover if they know that the **Driver** does not have a valid licence to drive the **Vehicle** or **Alternative Vehicle**.
4. The legal liability of anyone except for the **Hirer** and **Motability Operations Ltd** if they are entitled to cover under any other insurance policy.
5. Legal liability, except as required under road traffic laws, as a result of using any **Vehicle** or **Alternative Vehicle** on any part of an airport or airfield provided for aircraft movement, parking or maintenance.
6. Legal liability for loss or damage, or injury caused by pollution or contamination unless the pollution or contamination is the direct result of a single incident which happens during the **Period of Insurance**. To qualify for cover, the incident must be sudden, identifiable, unintended and unexpected. All pollution caused by one incident will be considered to have happened at the time the incident took place. This exclusion does not apply if **RSA** must provide cover under road traffic laws.
7. **RSA** will not be liable for any consequence of **Terrorism** unless it has to meet the requirements of any road traffic legislation. If **RSA** are required by any road traffic legislation to provide indemnity to any **Insured Person** in respect of legal liability incurred for damages and claimant's costs and expenses for loss of or damage to material property arising out of **Terrorism**, the liability of **RSA** shall not exceed £5,000,000 or such greater sum as may be required by any road traffic legislation in the country in which the insured event occurs, in respect of any one claim or number of claims arising out of one cause in connection with the use of the **Vehicle** or **Alternative Vehicle**.

Section 2 – Loss or damage

What RSA cover

RSA cover loss of or damage, arising in the **British Isles** or the Republic of Ireland, to the following:

- an **Alternative Vehicle**, including its **In-Car Equipment**, windscreen, windows and glass sunroof
- **Adaptations and Modifications** to a **Vehicle** or an **Alternative Vehicle**

If the **Key(s)** for the **Alternative Vehicle** is/are stolen in the **British Isles** or the Republic of Ireland **RSA** will settle the claim by paying to replace the locking mechanisms and **Key(s)**.

What RSA do not cover

RSA do not cover the following:

1. Loss or damage to the **Vehicle**. Please refer to Part 2 of this Booklet for this.
2. Any **Excess** shown in the **Policy Schedule**. These **Excesses** will not apply to:
 - The repair (but not replacement) of, windscreens or windows
 - Loss or damage occurring when an **Alternative Vehicle** is in the care of a garage or similar motor trade organisation for servicing or repair or maintenance or testing
 - Loss or damage occurring when an **Alternative Vehicle** is in the care of a hotel or restaurant or similar organisation solely for the purpose of parking.
3. Loss or damage to trim and upholstery in the **Alternative Vehicle**, unless this arises from an incident which requires bodywork repair and/or mechanical repair to an **Alternative Vehicle**.
4. Loss of value of an **Alternative Vehicle**.
5. Wear and tear.
6. Loss of use of an **Alternative Vehicle**.
7. Mechanical, electronic, computer and electrical failure or breakdown in relation to an **Alternative Vehicle** or **Adaptations and Modifications** to it, unless the result of rodent damage to electrical wiring.

Part 3: RSA Policy

8. Damage to tyres caused by braking, punctures, cuts or bursts.
9. Loss or damage caused by deception.
10. Loss or damage arising from theft, attempted theft or taking without consent if the key(s) for the **Alternative Vehicle** is/are left in, on or about the **Alternative Vehicle** while it is unattended or unoccupied and:
 - the **Alternative Vehicle** is left unlocked or
 - the windows or glass sunroof of the **Alternative Vehicle** are left open.
11. Loss or damage resulting from the **Alternative Vehicle** being taken without the permission of the **Hirer** by:
 - a member of the family of the **Hirer** or any **Driver**
 - a girlfriend or boyfriend of the **Hirer** or any **Driver**
 - anyone who normally lives with the **Hirer** or any **Driver**.

unless such a person has been reported to the police for the purposes of a criminal prosecution and support for such prosecution is not subsequently withdrawn.
12. Loss or damage to the **Key(s)**.
13. Loss or damage caused by the use of red diesel, bio-fuels or any other alternative fuel unless agreed by **RSAM** and **Motability Operations Ltd**.

How RSA will settle a claim under this section

A. The maximum amounts RSA will cover

RSA will provide cover up to the **Market Value** for an **Alternative Vehicle**.

B. How RSA will settle a claim

If the loss or damage is covered under this **RSA Policy**, **RSA** will settle a claim at its option as explained below:

1. Alternative Vehicle

If an **Alternative Vehicle** is lost or damaged, **RSA** may choose to repair the damage or pay the amount of the loss or

damage to **Motability Operations Ltd** or the owner.

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

If an **Alternative Vehicle** is lost or damaged and never found or if it cannot be repaired for a reasonable cost, **RSA** will pay up to the **Market Value** to **Motability Operations Ltd** or the owner.

2. In-Car Equipment

If the **Alternative Vehicle's In-Car**

Equipment is lost or damaged, **RSA** will:

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

3. Adaptations and Modifications

If **Adaptations and Modifications** covered by this **RSA Policy** are lost or damaged, **RSA** will:

- pay for the damage to be repaired (if repairs can be carried out for a reasonable cost); or
- if repairs cannot be carried out for a reasonable cost, or if the item is lost and never found, **RSA** will pay the cost of an item of similar quality and value less an allowance for age, wear and tear.

4. Incorrect Fuelling

If **Incorrect Fuel** is accidentally put into the **Alternative Vehicle**, **RSA** will pay the costs of:

- a) Draining the **Incorrect Fuel** and cleansing the fuel tank
- b) Rectifying any subsequent damage inadvertently caused to the **Alternative Vehicle** through it being driven or moved

RSA shall not be liable for reimbursing the cost of the **Incorrect Fuel** or for damage caused by the driving or moving of the **Alternative Vehicle** by anyone having knowledge that the **Alternative Vehicle** had been incorrectly fuelled.

5. Recovering, protecting, storing and delivering the Alternative Vehicle

If the loss or damage is covered under the **RSA Policy**, RSA will pay the reasonable costs of:

- Recovering, protecting and storing the **Alternative Vehicle**
- taking the **Alternative Vehicle** to the nearest repairer if it cannot be driven; and
- delivering the **Alternative Vehicle** to an appropriate address in the **British Isles** after it has been repaired.

Section 3 – Cover abroad

A. Cover for the Alternative Vehicle

The cover provided under sections 1, 2 and 5 is extended to include an **Alternative Vehicle** taken to a country within the **Territorial Limits** (outside the **British Isles** and the Republic of Ireland), provided that the total length of any visit, or the total length of all visits during any 12 month period, is no more than 90 days.

B. Cover for customs duty

If an **Alternative Vehicle** is lost or damaged abroad, **RSA** will pay customs duty for it to be stored or repaired as long as:

- the loss or damage is covered under the **RSA Policy**
- the **Alternative Vehicle** is in a country within the **Territorial Limits**.

Section 4 – Uninsured Loss Recovery & Legal Expenses Section

Definitions

The main definitions at the front of this booklet also apply to this section. In addition the words listed below have the following meanings and apply to this section only.

Legal Expenses

Legal fees, costs and other expenses:

- (i) which the **Insured Person's Legal Representative** charges them in connection with bringing a claim for **Uninsured Losses**,
- (ii) which a court has ordered the **Insured Person** to pay or which they have agreed to pay on the advice of their **Legal Representative** arising from **Legal Proceedings**.

Legal Proceedings

Civil proceedings arising out of the use of the **Vehicle** or **Alternative Vehicle** by an **Insured Person** following a **Motor Accident** within the **British Isles**.

Legal Representative

The solicitor or other suitably qualified person or firm appointed by an **Insured Person** to act on their behalf in respect of a **Motor Accident**.

Motor Accident

An incident which happens when an **Insured Person** is using the **Vehicle** or **Alternative Vehicle** during the **Period of Insurance** and within the **British Isles** and which gives rise to **Uninsured Losses**.

Road Traffic Proceedings

Criminal proceedings brought against an **Insured Person** for any offence under the road traffic laws whilst using the **Vehicle** or **Alternative Vehicle** within the **British Isles** in relation to a **Motor Accident**.

Part 3: RSA Policy

Reasonable Prospects

Fifty one per cent (51%) or more prospects of successfully receiving money by way of compensation in relation to a **Motor Accident** which was not the **Insured Person's** fault.

Uninsured Losses

Bodily injury or death to an **Insured Person** or other losses and expenses an **Insured Person** has sustained as a result of a **Motor Accident** which was not the **Insured Person's** fault and which are recoverable as damages and which are not otherwise paid for under the **RSA Policy**. Such claims may include accidental loss of or damage to the **Vehicle** or **Alternative Vehicle** or property while it is in, or attached to, the **Vehicle** or **Alternative Vehicle** and /or loss of use of the **Vehicle** or **Alternative Vehicle**.

What RSA Cover

- **RSA** will assist the **Insured Person** in appointing a **Legal Representative** to help them to recover their **Uninsured Losses** from the party who caused the **Motor Accident**.
- Whether or not the **Insured Person** is successful **RSA** will pay the **Legal Expenses** which their **Legal Representative** reasonably and proportionately charges them up to the following maximum amounts for the following categories of claims:

Small Claims Track claims

We will pay the **Legal Representatives** costs that are proportionate to the amount that the **Insured Person** is claiming for in respect of the claim.

The same limits shall apply to the Scottish or Northern Irish equivalent to the Small Claims Track.

Claims subject to Fixed Cost rules

If the **Insured Person's** claim for **Uninsured Losses** is subject to fixed cost rules **RSA** will pay their **Legal Expenses** up to the fixed cost limits determined by the applicable rules including Rule 45 Civil Procedure Rules 1998.

All other claims for Uninsured Losses

For all other claims **RSA** will pay the **Insured Person's Legal Expenses** on the same principles as applied by the courts when assessing costs to be paid by one person to another on the standard basis. These are defined in England and Wales in Rule 44.4(1) (a) of the Civil Procedure Rules 1998

- **RSA** will also pay **Legal Expenses** for any category of claim listed above which a court has ordered the **Insured Person** to pay or which the **Insured Person** has agreed to pay on the advice of their **Legal Representative** arising from **Legal Proceedings**.
- If the **Insured Person's** claim for **Uninsured Losses** falls under the law of Scotland or Northern Ireland, the claims for costs and expenses will be restricted to amounts allowed in the Scottish or Northern Irish Law's equivalent rules and practice, including any claims subject to fixed cost rules.
- Subject to the written agreement of **RSAM**, **RSA** will pay all costs, expenses and disbursements which the **Insured Person's Legal Representative** reasonably and proportionately charges the **Insured Person** to
 - defend the **Insured Person** under any **Road Traffic Proceedings**, or
 - represent the **Insured Person** if they have pleaded guilty in respect of any **Road Traffic Proceedings**, if a conviction may result in the **Insured Person** being disqualified or suspended from driving

- represent the **Insured Person** at a coroners inquest, fatal inquiry or magistrates court.
- The most **RSA** will pay for all **Legal Expenses** arising from a claim or series of connected claims is fifty thousand pounds (£50,000).

RSA will normally only make payment of **Legal Expenses** after the **Insured Person's** claim has been finally concluded. **RSA** will not normally agree to make payment on an interim basis except in exceptional circumstances and subject to **RSA's** sole discretion.

What RSA do not cover

- Anything which is already covered under the **Policy**, which includes claims brought by third parties against an **Insured Person** in relation to any **Motor Accident** whether the **Insured Person** was at fault or not.
- Any **Legal Expenses** in relation to claims which **RSA** do not believe have **Reasonable Prospects** of success or are not reasonable to pursue (as explained further at Condition F below).
- Any **Legal Expenses** which the **Insured Person** is able to recover from another person.
- Any shortfall between the **Insured Person's Legal Expenses** and the costs recoverable from another party, or that would reasonably be expected to be recoverable, pursuant to the Civil Procedure Rules (or its Scottish or Northern Irish legal equivalent).
- **Legal Expenses** if the claim is reported to **RSA** more than 180 days after the **Motor Accident**.
- **Legal Expenses** if the **Motor Accident** occurred before the start of cover under this section.
- **Legal Expenses** incurred before **RSA** have accepted the claim in writing unless this has been agreed by **RSA**.
- **Legal Expenses** incurred and/or which the **Insured Person** has been ordered to, or has agreed to, pay:
 - as a result of delays or unreasonable behaviour by the **Insured Person**
 - or the **Insured Person's** failure to accept, or the late acceptance of, any offer to settle, without **RSA's** permission.
- **Legal Expenses** payable as a result of any damages based agreement the **Insured Person** has entered into without **RSA's** approval to the extent that **RSA's** liability would be increased by such agreement.
- **Legal Expenses** incurred because the **Insured Person** has withdrawn from **Legal Proceedings** without **RSA's** permission. **RSA** will be entitled to recover from the **Insured Person** any amount **RSA** have paid or have to pay in respect of their claim as a result of this withdrawal.
- The expenses of an expert witness unless **RSA** have given prior written permission for the witness to be appointed.
- **Legal Expenses** for claims arising from defective repairs, mechanical breakdown or general maintenance of the **Vehicle** or **Alternative Vehicle**.
- Any costs incurred by the **Insured Person** or their **Legal Representative** in providing **RSA** with any information or documentation under this insurance.

Conditions

A. Taking legal action against someone else in the Vehicle

If an **Insured Person** takes **Legal Proceedings** against another person who was in the **Vehicle** or **Alternative Vehicle** at the time of the **Motor Accident**, **RSA** will only pay that **Insured Person's Legal Expenses**, and not of any other person in the **Vehicle** or **Alternative Vehicle** at the time of the **Motor Accident**.

Part 3: RSA Policy

B. Information about the claim

As soon as the **Insured Person** is aware of a claim, they must fill in a claim form if asked to do so and send it to **RSA** at the address shown on the **Policy Schedule**. They must let **RSA** know about all developments connected with the claim including any offer or payment to settle the dispute. They must also provide **RSA** with any information **RSA** seek and instruct their **Legal Representative** to assist in this regard.

C. Legal Representatives

RSA have chosen a panel of legal firms to provide legal services to **RSA's** customers. There is nothing in **RSA's** relationship with **RSA's** panel firms which affects their ability to act in the **Insured Person's** best interests. Once the **Insured Person** has told **RSA** that they want to make a claim, **RSA** will assist them to appoint a **Legal Representative** from **RSA's** panel to act for them where necessary.

If it later becomes necessary to start court proceedings, the **Insured Person** has the right to choose an alternative solicitor or other qualified person or firm to act as their **Legal Representative** in any **Legal Proceedings**, should they so wish.

RSA will only provide cover in accordance with the terms of the **RSA Policy**. The **Insured Person** may agree to pay any additional fees required by the **Legal Representative** above the amount **RSA** will cover, but these will be the **Insured Person's** responsibility only. On this basis, **RSA** recommend that the **Insured Person** clarifies how fees will be charged before they instruct the proposed **Legal Representative** and inform **RSA** of any agreement reached between them and the chosen **Legal Representative**.

D. Conflict of interest

If at any time during the course of the claim **RSA** become aware of a possible conflict of interest between the **Insured Person** and **RSA** or the **Legal Representative**, **RSA** will tell the **Insured Person** in writing. The **Insured Person** has the right to choose an alternative solicitor or other qualified person or firm to act as their **Legal Representative** and take over the claim.

E. Control of the claim

The **Insured Person** must:

- keep **RSA** informed of any developments relating to them or their claim as soon as possible after they find out about them.
- follow their **Legal Representative's** advice.
- not start, defend, stop or withdraw from **Legal Proceedings** without **RSA's** agreement.
- give their **Legal Representative** information and instructions as requested by their **Legal Representative** or **RSA**.

RSA will have direct access to the **Insured Person's Legal Representatives** at all times and **RSA** may see any information, documents or evidence the **Insured Person** or their **Legal Representative** have.

The **Insured Person's Legal Representatives** will provide **RSA** with whatever updates **RSA** require to enable **RSA** to monitor compliance with the policy terms. They will also give **RSA** up to date assessments of the merits of the claim.

If in any **Legal Proceedings** the **Insured Person's** claim is not successful and the **Insured Person** wants to appeal, they must write and tell **RSA** and their **Legal Representatives** no later than:

- 14 days before the time for making an appeal ends; or

- as soon as possible if the time period during which they may make an appeal is 14 days or less.

RSA will cover the **Insured Person's Legal Expenses** for the appeal if **RSA** agree that their appeal has **Reasonable Prospects** of success and it remains reasonable to pursue (in accordance with the test set out at Condition F below).

F. Reasonable prospects of success and reasonableness to pursue

RSA will continue to pay the **Insured Person's Legal Expenses** as long as **RSA** remain satisfied that

- (i) their claim has **Reasonable Prospects**; and
- (ii) it remains reasonable to fund their claim.

In determining whether it remains reasonable to fund the **Insured Person's** claim **RSA** will consider whether a reasonable person without legal expenses insurance, but with available funds, would nevertheless continue to fund the case themselves:

- taking account of the likely financial compensation available from the claim, compared to the legal costs to be incurred in obtaining that compensation and
- having regard to the means of the proposed defendant to be able to pay the claim.

RSA will also take into account the legal opinion provided by the **Insured Person's Legal Representative** in reaching **RSA's** decision.

If at any time **RSA** or the **Legal Representative** consider that the **Insured Person's** claim does not have **Reasonable Prospects**, or it is no longer reasonable to fund the claim, **RSA** will confirm this in writing to the **Insured Person** and inform

them that **RSA** will not pay **Legal Expenses** for work undertaken after they have received the notice.

In any event the **Insured Person** retains the right to continue the claim or **Legal Proceedings** following receipt of the notice but this will be at their own expense.

G. Settling early

The **Insured Person** must tell **RSA** as soon as possible of any offer or payment which is made to settle the claim. They must not make or agree to any offer to settle the claim without **RSA's** permission. **RSA** will not refuse permission without a good reason. If the **Insured Person** rejects or delays acceptance of an offer or payment without **RSA's** permission, **RSA** will not pay any **Legal Expenses** for any time after the offer or payment was made.

If **RSA** or the **Insured Person's Legal Representatives** feel that an offer to settle the claim should be accepted, but the **Insured Person** rejects that offer, and if they are eventually awarded or agree to accept an offer which is equal to or lower than the offer they had rejected, **RSA** will not pay for any **Legal Expenses** incurred, and/or which the **Insured Person** is ordered to pay, from the date of the offer which they rejected.

RSA will expect any settlement to include provision for payment of the **Insured Person's Legal Expenses** unless **RSA** agree otherwise.

H. Option to reimburse

Where in **RSA's** reasonable opinion the **Insured Person** would suffer no detriment, **RSA** may choose to pay them the value of the claim for **Uninsured Losses** in full and final settlement of any entitlement to indemnity for **Legal Expenses**.

Part 3: RSA Policy

I. Dispute resolution

The **Insured Person** has the right to take any dispute with **RSA** to arbitration. **RSA** also have the right to take any dispute with the **Insured Person** to arbitration. The arbitrator will be either a solicitor or barrister agreed by **RSA** and the **Insured Person**, and if agreement can't be reached the Bar Council or the President of the Law Society will choose one within the **British Isles**. Whoever loses the arbitration must pay all costs and expenses of the other party. For the avoidance of doubt, the **Insured Person** cannot claim the arbitration costs under the **RSA Policy**.

If the **Insured Person** wants to take any dispute with **RSA** to arbitration, they must tell **RSA** this in writing.

J. Accounts and level of expenses

The **Insured Person** or their **Legal Representative** must pass on to **RSA** all accounts for **Legal Expenses** as soon as possible after receiving them. **RSA** may require the **Insured Person** to ask the **Legal Representative** to have the **Legal Expenses** taxed, assessed or audited to determine to what extent **Legal Expenses** are payable.

Section 5 – Personal Accident

What RSA cover

RSA will pay the amount shown as "Personal Accident" in the **Policy Schedule** if the **Insured Person** is accidentally injured in the **British Isles** or the Republic of Ireland:

- in the **Vehicle** or an **Alternative Vehicle**
- while getting into or out of the **Vehicle** or an **Alternative Vehicle**.

The injury must be directly connected with the **Vehicle** or an **Alternative Vehicle** and the only cause within three months of:

- death
- permanent loss of sight in one or both eyes

- loss of one or more limbs at or above the wrist or ankle
- permanent loss of use of one or more limbs

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

What RSA do not cover

RSA do not cover the following:

- Death or injury caused in part or in full by the failure of the **Insured Person** to wear a seatbelt where this was required by law
- Death or injury caused by suicide or attempted suicide, by the **Insured Person**
- If anyone claiming is convicted in connection with the accident of a drink-driving offence or of driving under the influence of drugs
- If anyone the **Hirer** is claiming for dies and was driving at the time of the accident and is then found to have a higher level of alcohol or drugs in the blood than is allowed by law.

Section 6 – Conditions which apply to the RSA Policy

A. Your rights

The **RSA Policy** is a policy between **Motability Operations Ltd** and **RSA**. **Insured Persons** other than **Motability Operations Ltd** have no contractual right to enforce its provisions against **RSA**. **Motability Operations Ltd** will, so far as reasonably practicable, enforce those provisions for you. Your statutory rights of enforcement are not affected.

B. The law which applies

RSA have chosen the laws of England and Wales to be applicable to the contract of insurance between **RSA** and **Motability Operations Ltd** and the parties submit to the exclusive jurisdiction of the English Courts. If any other law is to apply, it must be agreed by **Motability Operations Ltd** and **RSA** and evidenced in writing.

C. Reporting a claim

- The **Hirer** or **Insured Person** must tell **RSAM** immediately about any incident or **Legal Proceedings** which may lead to a claim and must co-operate with any investigation that may arise out of the incident
- **RSAM** may ask the **Hirer** and/or **Motability Operations Ltd** to provide all the details in writing together with any evidence which **RSAM** may need
- If there has been a theft, attempted theft or taking without consent, the **Hirer** must also tell the police immediately and obtain a crime reference number which relates to that theft, attempted theft or taking without consent
- If the **Hirer** or **Motability Operations Ltd** receive any writ, summons or other legal document or letter then it must be sent to **RSAM** immediately
- Correspondence must not be answered without the written permission of **RSAM**. **RSAM** will not refuse permission without a good reason.

D. Assessing the claim

The **Hirer** and/or **Motability Operations Ltd** must give **RSAM** whatever help and information **RSAM** ask for and must not admit or deny a claim or negotiate or promise to pay a claim without **RSAM's** written permission. **RSAM** will not refuse permission without a good reason.

E. Fraudulent or exaggerated claims

If an **Insured Person** knowingly:

- makes a false claim
- exaggerates the amount of a claim
- provides **Motability Operations Ltd** and/ or **RSAM** with false or misleading declarations or statements to support a claim

the claim will not be paid and **Motability Operations Ltd** may terminate the **Contract Hire Agreement**.

F. Changes in circumstances

The **Hirer** or **Driver** must tell **RSAM** immediately if:

- they want to change who can drive the **Alternative Vehicle**
- the **Hirer** or a **Driver** intend to use the **Alternative Vehicle** for a use not shown in the **Certificate of Motor Insurance**
- The **Hirer** or a **Driver** has been advised by a medical practitioner not to drive
- The **Hirer** or a **Driver** has had their driving licence revoked or withdrawn by the DVLA.

This information is required for the **Hirer's Certificate of Motor Insurance** to enable the **Hirer** or any named **Driver** to legally drive the **Alternative Vehicle**.

The **Hirer** or **Driver** must tell **RSAM** within 30 days (or the policy expiry date whichever is soonest) if other circumstances change, for example, if:

- the **Hirer** or any **Driver** have been convicted of any motoring offence, or received a licence endorsement or fixed penalty notice
- the **Hirer** or any **Driver** have been involved in any accidents, losses or thefts, regardless of whether a claim was made
- the **Hirer** or a **Driver** change address
- Any modifications are made to the **Alternative Vehicle**.

This is not a full list. The **Hirer's RSA Policy** documentation contains all of the information **RSAM** need to determine eligibility for the **RSA Policy**. The **Hirer** or any **Driver** must tell **RSAM** if any of the information in their **RSA Policy** documentation becomes incorrect following a change in circumstances. If the **Hirer** or any **Driver** fail to tell **RSAM** of any changes and these would have affected their eligibility for the **RSA Policy**

- any claim may not be paid or the **Hirer** or any **Driver** may be held liable for any payments which have already been made.

Part 3: RSA Policy

G. Looking after the Alternative Vehicle and taking reasonable precautions

The **Hirer** and any **Driver** must do everything possible to prevent loss or damage, keep any **Alternative Vehicle** in good condition and take reasonable precautions to prevent accidents.

RSA must be able to inspect the **Alternative Vehicle** at all reasonable times.

H. Other insurance

If a claim under this **RSA Policy** is also covered by other insurance, **RSA** will only pay its share of the claim.

I. Taking over rights

If the **Insured Person** makes a claim, he or she must be prepared to take any steps **RSA** or the **External Claims Service Provider** may ask him or her to take to protect his or her rights. The **Insured Person** must also be prepared to allow **RSA** or the **External Claims Service Provider** to act in his or her name and take any steps **RSA** feel are necessary to protect his or her rights. This may mean that **RSA** or the **External Claims Service Provider** defend or settle the claim in the **Insured Person's** name. If **RSA** do this, **RSA** or the **External Claims Service Provider** will pay any costs and expenses involved.

J. Cover for car sharing

A **Hirer** or **Driver** may accept payment from passengers in the **Alternative Vehicle** as part of a car sharing agreement, as long as:

- the **Alternative Vehicle** is not designed to carry more than eight passengers and a **Driver**
- passengers are not being carried as part of a business of carrying passengers;
- the **Hirer** or **Driver** does not make a profit from the total payments received for the journey.

K. RSA's right to reclaim payments

RSA may claim back from the **Insured Person**

any payment which **RSA** make under the **RSA Policy**:

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

L. Fraudulent applications or requests for changes

RSA will not pay benefits or arrange help if:

- any part of the application for this insurance, or any further changes requested under this **RSA Policy** are materially misleading or false. For example, this could include:
- not telling **RSA** about motoring convictions
- not telling **RSA** about previous accidents or losses, even if a claim was not made
- not telling **RSA** about modifications to the **Alternative Vehicle**
- knowingly giving any false information to **RSA**.

This is not a full list.

M. Jurisdiction clause

Any legal references within this policy shall include any analogous legal provision in the jurisdiction of ordinary residence of the policyholder or situs of the risk insured, provided that such jurisdiction falls within the territorial scope of the policy.

Motability Operations Ltd has undertaken to pay the premiums for cover under this **RSA Policy** which will remain in force as long as the premiums are paid and other terms and conditions are complied with.

General exclusions which apply to the whole RSA policy

There are certain exclusions which apply to the whole of this **RSA Policy**. These are listed in Part 4 of this cover booklet overleaf, and form part of this **RSA Policy**. Please read them carefully

Part 4: Exclusions

Set out in this Part 4 are exclusions to the obligations of **Motability Operations Ltd** as contained in Part 2 of this cover booklet and to the insurance cover provided by **RSA** under Part 3. These exclusions apply to both parts of this cover booklet.

A. Use and driving

Motability Operations Ltd and **RSA** will not cover any claim if the **Vehicle** or **Alternative Vehicle** is being:

1. used by the **Hirer** or with the **Hirer's** permission by someone for a use which is not covered by the **Certificate of Motor Insurance**
2. driven by or is in the custody or control of someone who is not shown as a permitted driver on the **Certificate of Motor Insurance**
3. driven by or is in the custody or control of someone who does not hold a valid licence to drive the **Vehicle** or **Alternative Vehicle**
4. driven by or is in the custody or control of someone who does not meet the conditions of their driving licence, except as required by road traffic laws.
5. driven by or is in the custody or control of someone who has not notified the DVLA of a health condition which they are legally required to tell them about.

This does not apply to the obligations of **Motability Operations Ltd** under Part 2 or the obligation of **RSA** under section 2 of Part 3 if the **Vehicle** or **Alternative Vehicle**:

- is in the care of a garage or similar motor trade organisation for servicing, maintenance, repair or testing
- is in the care of a hotel, restaurant or similar

- organisation for the purpose of parking
- is necessarily being used or driven as a result of a **Medical Emergency** affecting the **Hirer**
- is necessarily being used or driven as a result of a failure of an **Adaptation or Modification** which renders the **Vehicle** or **Alternative Vehicle** undriveable by the **Hirer** providing the person holds a valid driving licence to drive the **Vehicle** or **Alternative Vehicle**.

B. Liability which results from an agreement

Neither **Motability Operations Ltd** nor **RSA** will accept any liability which results only from an agreement made by an **Insured Person**.

C. Radioactive contamination

No cover is provided for any loss, damage or liability caused by:

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

D. War risks

Neither **Motability Operations Ltd** nor **RSA** cover any loss, damage or liability caused by war, riot, revolution or any similar event, except as required under road traffic laws.

E. Riot and civil unrest

Neither **Motability Operations Ltd** nor **RSA** cover incidents caused by riot and civil unrest outside England, Scotland, Wales, the Isle of Man or the Channel Islands.

This exclusion does not apply to Section 1 of the **RSA Policy**.

Part 4: Exclusions

F. Rallies, competitions, trials and track use

Neither **Motability Operations Ltd** nor **RSA** will cover any claim if the **Vehicle** or **Alternative Vehicle** is used:

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

This exclusion does not apply to events organised to encourage road safety, or to treasure hunts where the event is organised for the benefit of the charity Motability.

G. Sonic Bangs

Neither **Motability Operations Ltd** nor **RSA** cover any loss or damage caused by pressure waves from aircraft and other flying objects travelling at or above the speed of sound.

H. Public authorities

Neither **Motability Operations Ltd** nor **RSA** cover any loss or damage caused by any government, public or local authority legally removing, keeping or destroying the **Vehicle** or **Alternative Vehicle**.

I. Deliberate acts

Neither **Motability Operations Ltd** nor **RSA** cover any liability, or loss or damage to the **Vehicle** or **Alternative Vehicle** arising from the deliberate act of an **Insured Person**.

J. Drink or drug related driving offences

Save to the extent required under the Road Traffic Act neither **Motability Operations Ltd** nor **RSA** cover any loss, damage or liability arising from an incident if, as the result of the incident, an **Insured Person** is convicted of any drink or drug related driving offence which includes failing to provide a specimen for analysis when required by law. **Motability Operations Ltd** and **RSAM** reserve the right to recover from the **Insured Person** any amounts which they are obliged to pay under road traffic laws.

K. Financial Sanctions

Neither **Motability Operations Ltd** nor **RSA** will provide any cover or be liable to provide any indemnity, payment or other benefit under this policy where doing so would breach any prohibition or restriction imposed by law or regulation. If any such prohibition or restriction takes effect during the period of insurance, cover under this policy will cease with immediate effect.

Part 5: Complaints Procedure

Our Commitment to Customer Service

At RSA we are committed to going the extra mile for our customers. If you believe that we have not delivered the service you expected, we want to hear from you so that we can try to put things right.

Our promise to you:

We will:

- acknowledge your complaint promptly;
- investigate your complaint quickly and thoroughly;
- keep you informed of progress;
- do everything possible to resolve your complaint fairly;
- ensure you are clear on how to escalate your complaint, if necessary

Step 1

If your complaint relates to a Customer Service or Claims issue then please contact us on 0300 037 3737.

We aim to resolve your concerns on an informal basis, within three business days. Where we have been able to, we will send you a letter confirming this. We'll also explain how you may be able to refer the matter to the Financial Ombudsman Service if you subsequently decide that you are unhappy with the outcome.

Step 2

In the unlikely event that we are unable to resolve your concerns through our informal complaints process, our Customer Relations Team will then review the matter on behalf of our Chief Executive. Once our Customer Relations Team have reviewed your complaint they will send you a final decision in writing within 8 weeks of the date we received your complaint.

Our Customer Relations team's contact details are as follows:

Post: RSA Motability
Customer Relations Team
P O Box 6574
New Hall Place
L69 2WH

Telephone: 0330 102 3507

Email: rsam.crt@uk.rsagroup.com

Part 5: Complaints Procedure

If you are still unhappy

If you are still unhappy after our Customer Relations Team's review, or you have not received a written offer of resolution within 8 weeks of the date we received your complaint, you may be eligible to refer your case to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent body that arbitrates on complaints. They can be contacted at:

Post: Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone: 0800 023 4567 (free from mobile phones and landlines)
0300 123 9123 (costs no more than calls to 01 or 02 numbers)

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

You have 6 months from the date of our final response to refer your complaint to the Financial Ombudsman Service. This does not affect your right to take legal action, however, the Financial Ombudsman Service will not adjudicate on any case where litigation has commenced.

You may if you wish, also raise your concerns with Motability Operations Ltd, as the organisation that operates the Motability Scheme. You may do so by writing to the: Customer Relations Team, City Gate House, 22 Southwark Bridge Road, London SE1 9HB, telephone number 0300 037 0111 or email: customersolutionsteam@motabilityoperations.co.uk.

Part 6: Your Personal Information

Your privacy is important to us and we are committed to keeping it protected. Our privacy notice details how we collect, use, share, and protect your personal information. It can be found by going to our website <https://www.rsagroup.com/support/legal-information/privacy-policy/>. If you would like a physical or large print copy of the full notice, please call us.

We obtain your personal information and that of any joint policy holders who are covered by your policy from you or those individuals, your insurance broker if you have one, claims handling suppliers and third parties such as Credit Reference Agencies, DVLA and Insurance related sources (e.g. Motor Insurance Database, Claims and Underwriting Exchange and fraud prevention databases).

We use your personal information for a number of different purposes, for example to:

- manage your policy;
- process claims;
- prevent and detect fraud and financial crime;
- develop new products and services; and
- meet our legal and regulatory requirements.

We will always keep your personal information confidential, however it may be necessary to share your personal information with third parties where there is a valid reason to do so, for example we may need to share your information with:

- other parties involved in a claim and their representatives;
- our contractors, partners, and suppliers who assist us in the administration of your policy and/or your claim; and
- government agencies, regulators, and fraud prevention agencies to fulfil our legal and regulatory obligations.

We will retain your personal information for as long as we have a relationship with you. Once our relationship has ended (for example, your policy has expired, your application is declined or you do not go ahead with a quotation) we will only retain your personal data for as long as is necessary to satisfy any legal, accounting or reporting obligations, or as necessary to resolve disputes.

The GDPR gives you various rights over your personal information. More details of these rights can be found in our privacy notice.

Part 6: Your Personal Information

Motor Insurance Database

Information relating to motor insurance policies will be added to the Motor Insurance Database (**MID**) managed by the Motor Insurers' Bureau (**MIB**). MID and the data stored on it may be used by Insurers, the Police, DVLA/DVANI, the Insurance Fraud Bureau or other bodies permitted by law for purposes including, but not limited to:

- Electronic Vehicle Licensing;
- Continuous Insurance Enforcement;
- Law enforcement (prevention, detection, apprehension and or prosecution of offenders);
- Obtaining information if you are involved in a road traffic accident (either in the UK, the EEA or certain other countries).

Persons (including his or her appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.

It is vital that the MID holds your correct registration number. If it is incorrectly shown on the MID you are at risk of having your vehicle seized. You can check that your correct registration number details are shown on the MID at www.askmid.com

Useful Contacts

Motability Operations Ltd

For general enquiries about the Motability Scheme, your Contract Hire Agreement or your vehicle, please contact:

Motability Operations Ltd
City Gate House
22 Southwark Bridge Road
London SE1 9HB

Telephone: 0300 456 4566
Minicom: 0300 037 0100

(Lines are open 8.00am to 8.00pm Monday to Friday and 9.00am to 5.00pm on Saturdays)

Royal & Sun Alliance Insurance Ltd

For enquiries about Insurance and loss and damage protection or to make a claim, please contact:

RSA Motability
Customer Services
PO Box 40
New Hall Place
Old Hall Street
Liverpool L69 3SD

Customer Services/Claims: **0300 037 3737**

(Lines are open:

New Claims: 8.00am to 8.00pm Monday to Friday and 8.00am to 4.00pm on Saturdays

Existing Claims: 9am to 5pm Monday to Friday

Customer Services: 8.00am to 7.00pm Monday to Friday and 8.00am to 4.00pm on Saturday)

If your vehicle is immobile, please contact Motability Assist (RAC) UK on 0800 73 111 73 (Lines open 24 hours)

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

Royal & Sun Alliance Insurance Ltd (No. 93792).
Registered in England and Wales at St. Mark's Court,
Chart Way, Horsham, West Sussex, RH12 1XL.
Authorised by the Prudential Regulation Authority
and regulated by the Financial Conduct Authority and
the Prudential Regulation Authority.

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