



# COVER BOOKLET

Insurance and loss and damage  
protection for scooters and  
powered wheelchairs





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# Welcome

Together, Motability Operations Ltd and RSA have arranged to give protection for users of products under contract hire agreements. These arrangements are designed to provide protection for you and your product.

The arrangements have two separate parts:

- Under your contract hire agreement Motability Operations Ltd will pay for loss or damage to your product 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 product, which is not the responsibility of Motability Operations Ltd.
- RSA provides Motability Operations Ltd with an insurance policy for users of products under a contract hire agreement which is set out in Parts 3 and 4 of this booklet. This provides you with liability to others cover and legal expenses cover.

This booklet contains the legal terms and conditions of your protection from Motability Operations Ltd and a summary of the cover provided by RSA. Please read it carefully and advise Motability Operations Ltd and RSA on 0800 294 0790, if you have any questions or if there have been any changes in your personal circumstances as notified to RSA during the application process.

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 the disabled person may use the product.
- Individuals other than the disabled person may move, load or unload the product with the hirer's permission, but may not drive the product.
- You will not be covered for:
  - using any other product, unless it is an alternative product, provided by or on behalf of Motability Operations Ltd in temporary replacement of the product provided under the contract hire agreement
  - Damage of a cosmetic nature, which does not affect the normal and safe operation of the product
  - Personal belongings in or on the product;
  - Adaptations unless they have been supplied with the product and are permanently fitted to the product and are designed to enable the disabled person to use the product
  - Any modifications
- Liability to others is limited to £2,000,000 per event.
- RSA will only cover a proportion of the total claim costs for any incident if you have other insurance covering all or part of any claim.

***We wish you a happy and mobile future!***

## Motability Operations Ltd

For general enquiries about your contract hire agreement or your product, 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 7.00pm Monday to Friday and 9.00am to 1.00pm on Saturdays)*

## RSA

For enquiries about insurance and loss and damage protection, please contact:

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

Customer Services: **0800 294 0790**

Minicom: **0800 980 5693**

*(Lines are open 9.00am to 5.00pm Monday to Friday)*

# Part 1: Definitions

This cover booklet contains the terms and conditions under which Motability Operations Ltd will pay for loss or damage to the product and the 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

Any accessories and tools which are supplied with the **Product** by the **Dealer** and are required to enable the **Disabled Person** to use the **Product** and are permanently fitted to the **Product**

## Alternative Product

Any **Product** provided by or on behalf of **Motability Operations Ltd** to the **Hirer** in temporary replacement of the **Product** to provide continuous mobility under the **Contract Hire Agreement** including **Adaptations** to the **Alternative Product**

## British Isles

The **British Isles** are:

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

## Carer

Any individual or organisation employed to provide care for the **Disabled Person** or anyone receiving carers allowance in respect of the **Disabled Person**

## Contract Hire Agreement

The agreement between **Motability Operations Ltd** and the **Hirer** for the hire of the **Product**, including the terms and conditions in Parts 1,2 and 4 of this cover booklet

## Dealer

A dealer who is instructed by **Motability Operations Ltd** to provide the servicing and maintenance of the **Product**

## Disabled Person

Means the person specified as such in the **Contract Hire Agreement** or, if no person is specified, the **Hirer**

## Endorsement

An amendment to the **RSA Policy**

## Event

Means one incident or all incidents attributable to one source or original cause

## Excess

The amount shown in your **Contract Hire Agreement** (subject to variation by notice as set out in your **Contract Hire Agreement**) and/ or the **Policy Schedule** which the **Hirer** must pay for any one **Event**

## Hirer

The person to whom the **Product** is let on hire by **Motability Operations Ltd** under the **Contract Hire Agreement**

## Insured Person

- the **Hirer**
- the **Disabled Person**
- **Motability Operations Ltd**

## Market Value

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

## Modifications

Any change to the standard specification of the **Product** which renders the **Product** unsafe for use or which contravenes any statute, statutory instrument, regulation or order, in particular but not limited to the Use of Invalid Carriages on Highways Regulations 1988

## 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 **Policy Schedule**

## Persons Entitled to Indemnity

The **Insured Person** and

- The legal representative of any person who dies and who would have been covered under this section
- Any individual who is moving but not driving the **Product** or **Alternative Product** with the permission of the **Hirer**

## Policy Schedule

The document which describes:

- the **Hirer**
- the **Disabled Person**
- the **Product**
- any specific details of the **RSA Policy**, such as the **Excess**

## Product

A powered wheelchair or mobility scooter, which is let on hire by **Motability Operations**

**Ltd** to the **Hirer** under the **Contract Hire Agreement**. This includes **Adaptations**

## RSA

Royal & Sun Alliance Insurance plc

## 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 (known as the Statement of Fact) under the **Contract Hire Agreement**
- Parts 1, 3 and 4 of this cover booklet
- any **Endorsement**
- the **Policy Schedule**

## Territorial Limits

These are:

- the **British Isles**
- any country which is a member of the European Union

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

- The **Product** 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

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 government

# Part 2: Protection from Motability Operations Ltd

This Part describes **Motability Operations Ltd's** responsibilities if there is loss of, or damage to the **Product**, and forms part of the **Contract Hire Agreement**.

These terms are subject to Conditions and Exclusions set out in Part 4 of this cover booklet, and 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** to:

1. The **Product**
2. The **Alternative Product**
3. **Adaptations**
4. Replacement key(s) when the keys to the **Product** have been lost or stolen in the **British Isles**, up to a limit of 3 replacement keys per **Period of Insurance**.

### What Motability Operations Ltd does not cover

**Motability Operations Ltd** does not cover the following:

1. Loss or damage to the **Product** or **Alternative Product** to the extent that it arises from a breach of the **Contract Hire Agreement**
2. The amount of the **Excess** in the **Contract Hire Agreement** if applicable  
The **Excess** will not apply to loss or damage occurring when the **Product** or **Alternative Product** is in the care of a **Dealer** or similar organisation for servicing and repair or maintenance or testing

3. Loss or damage to the **Product** or **Alternative Product** of a cosmetic nature which does not affect the normal and safe operation of the **Product** or **Alternative Product**
4. Loss of value of the **Product** or **Alternative Product**
5. Loss or damage to the **Product** or **Alternative Product** due to atmospheric or climatic conditions, excluding flood
6. Wear and tear
7. Mechanical, electrical, electronic or computer failure
8. Damage to tyres caused by braking, punctures, cuts or bursts. This does not apply to fair wear and tear or faulty manufacture
9. Loss or damage caused by deception
10. Loss or damage to any property which does not belong to **Motability Operations Ltd**, except in the case of **Adaptations** and the **Alternative Product**
11. Loss or damage arising from theft, attempted theft, taking without consent or malicious persons if:
  - the keys for the **Product** or **Alternative Product** or anything which replaces a key is left in, on or about the **Product** or **Alternative Product** whilst it is left unattended
  - the **Product** or **Alternative Product** is stored overnight in an unattended motor vehicle, unless such vehicle is locked
  - the **Product** or **Alternative Product** is left unattended unless it is locked and secured to an immovable object by a



padlock and chain (or other appropriate security device)

12. Loss or damage to the **Product** or **Alternative Product** if the loss and damage occurs outside of the **Territorial Limits**

If **Motability Operations Ltd** are not responsible for any loss or damage to the **Product** or **Alternative Product**, then the **Hirer** is responsible for making good that loss and repairing the damage.

**How Motability Operations Ltd will settle a claim under this section**

A. THE MAXIMUM AMOUNT **MOTABILITY OPERATIONS LTD** WILL PAY

**Motability Operations Ltd** will pay for repairs up to the **Market Value** for the **Product** or **Alternative Product**

B. 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 the claim as explained below

**1. Product**

If the **Product** is lost or damaged **Motability Operations Ltd** will repair the damage, subject to what appears here.

**Motability Operations Ltd** may decide to use suitable parts or **Adaptations** which are not supplied by the original manufacturer.

If the **Product** is lost or damaged and never found or if it cannot be repaired for a reasonable cost, the **Contract Hire Agreement** in relation to the **Product** will terminate. If **Motability Operations Ltd** agree, you may enter into a new **Contract Hire Agreement**.

**2. Adaptations**

If **Adaptations** covered by **Motability Operations Ltd** are stolen 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 an **Adaptation** is never recovered, **Motability Operations Ltd** will pay the cost of an **Adaptation** of similar quality and value less an allowance for age, wear and tear.

**3. Alternative Product**

If an **Alternative Product** is lost or damaged **Motability Operations Ltd** may choose to repair the damage or pay the amount of loss or damage to the owner of the **Alternative Product**.

**Motability Operations Ltd** may decide to use suitable parts or **Adaptations** which are not supplied by the original manufacturer.

If an **Alternative Product** is lost or damaged and never found or if it cannot be repaired for a reasonable cost,

**Motability Operations Ltd** will pay up to the **Market Value** to the owner of the **Alternative Product**.

C. RECOVERING, PROTECTING, STORING AND DELIVERING THE **PRODUCT** OR **ALTERNATIVE PRODUCT**

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

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

Part 2: Protection from Motability Operations Ltd

## Section 2 – Protection Abroad

### A. PROTECTION FOR THE **PRODUCT** OR **ALTERNATIVE PRODUCT** ABROAD

Protection under sections 1 and 3 is provided whenever the **Product** or **Alternative Product** is taken to a country within the **Territorial Limits** (outside the **British Isles**), providing that the total length of all visits during any 12 month period is no more than 30 days.

### B. CUSTOMS DUTY

If the **Product** or **Alternative Product** 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 **Product** or **Alternative Product** is in a country within the **Territorial Limits**.

## Section 3 – Loss of Use

### Definitions

The main definitions shown at the front of this booklet also apply to this section and, in addition, **Breakdown** shall mean that the **Product** 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 a **Breakdown** of the **Product** 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 product, excluding the first two weeks. **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 Product** or any other product.

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

- deliberate damage, neglect or misuse of the **Product**
- any **Modifications** made to, or fitted to the **Product**
- the fitting of parts which the manufacturer does not recommend fitting
- freak weather conditions or frost damage (unless adequate precautions are taken)
- use of the **Product** 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.

## CONDITIONS AND EXCLUSIONS WHICH APPLY TO THE WHOLE OF THE PROTECTION

There are certain conditions and exclusions which apply to the whole of the **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 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 are subject to Conditions and Exclusions set out in Part 4 of this cover booklet, and should be read in conjunction with them.

### Section 1– Liability to Others

#### What RSA cover

##### A. COVER FOR THE PERSONS ENTITLED TO INDEMNITY

**RSA** cover the **Persons Entitled to Indemnity** up to the limit of indemnity shown within the **Policy Schedule** for their legal liabilities for damages arising from:

- accidental death or accidental bodily injury
- accidental loss or damage to property arising out of the use of the **Product** or **Alternative Product** in the **British Isles**.

##### B. COVER FOR LEGAL COSTS AND EXPENSES

Subject to the written agreement of **RSAM**, **RSA** will provide or pay for the following services for any incident which might involve legal liability under this **RSA Policy**:

- The reasonable costs of defence against a charge of manslaughter
- Solicitor's reasonable fees at a coroner's inquest, fatal inquiry or magistrates court
- Other reasonable legal fees, costs and expenses

##### C. COVER ABROAD

**RSA** will provide protection under the **RSA Policy** whenever the **Product** or **Alternative Product** is taken to a country within the **Territorial Limits** (outside the **British Isles**), providing that the total length of all visits during any 12 month period is no more than 30 days.

#### The most RSA will pay

In respect of any one **Event** the most **RSA** will pay is the limit of indemnity shown by Liability to Others on the **Policy Schedule**.

#### Our rights to pay full limit at any time

In respect of any one **Event** **RSA** may pay the limit of indemnity shown by Liability to Others on the **Policy Schedule** (less any sums already paid or incurred) or any lesser amount for which any claims arising from the **Event** can be settled. **RSA** will then relinquish control of such claims and have no further liability in respect of them except for any further costs and expenses for which **RSA** are liable under this policy and which were incurred by the **Insured Person** prior to the date of such payment.

## Part 3: RSA Policy

### Parties to the contract of insurance

If **RSA** have to provide cover for more than one person our liability will not be more than the limit of indemnity shown by Liability to Others on the **Policy Schedule**.

### What RSA do not cover

**RSA** do not cover the following:

1. Loss or damage to the **Product** or **Alternative Product** or any other property which is owned by or in the care of anyone making a claim under this section.
2. The legal liability of anyone except the **Hirer** or **Motability Operations Ltd** if they are entitled to cover under any other policy.
3. Accidental death or accidental injury to the **Hirer**, the **Disabled Person** or any individual
  - who resides with the **Hirer** or **Disabled Person**
  - who is employed by the **Hirer** or **Disabled Person** or
  - who acts as a **Carer** for the **Hirer** or **Disabled Person**
4. Accidental death or accidental injury to any individual whilst moving the **Product** on behalf of the **Hirer** or **Disabled Person** except where the actions of the **Hirer** or **Disabled Person** are wholly or partly responsible.
5. **RSA** will not be liable for any loss, damage, liability, cost or expense of any kind directly caused by, resulting from or in connection with any act of **Terrorism**.

## Section 2 – Uninsured Loss Recovery and Legal Expenses

### Definitions

The main definitions at the front of this booklet also apply to this section and, in addition, the following definitions will also apply and have the same meaning wherever they are shown in **bold** print.

### Cause of Action

An incident which happens during the **Period of Insurance** and within the **British Isles** which results in any of the following:

- Loss of or damage to the **Product** or **Alternative Product**
- Loss of or damage to personal property while it is in or on the **Product** or **Alternative Product** which:
  - (a) belongs to an **Insured Person**; or
  - (b) an **Insured Person** is legally responsible for
- Accidental bodily injury to or death of an **Insured Person** while using the **Product** or **Alternative Product**

If there is a series of events, the date of the **Cause of Action** will be the date of the first event.

### Conflict of Interest

A **Conflict of Interest** will occur when:

- More than one party to a **Cause of Action** are insured by **RSA**; and
- The same Representative has been appointed to more than one party

### External Claims Service Provider

The external claims service provider chosen by **RSA** to manage claims under this **RSA Policy** on its behalf.

## Legal Expenses

Legal fees and other expenses reasonably and properly charged or incurred by the **Representative** in connection with pursuing a **Cause of Action**. Costs arising from **Legal Proceedings** which an **Insured Person** has to pay by order of a court, tribunal or arbitrator or with the **External Claims Service Provider's** permission. In either case the amount **RSA** will pay is limited to **Standard Costs**.

## Legal Proceedings

Civil, tribunal and arbitration proceedings and appeals within the **British Isles** following a **Cause of Action**.

## Representative

The solicitor or other qualified person or firm appointed by the **External Claims Service Provider** to act for an **Insured Person**.

## RSA Group

RSA and any company which is a holding company, a subsidiary or subsidiary undertaking of that holding company from time to time.

## Standard Costs

The Standard Costs set:

- in England and Wales under Rule 44.4 of the Civil Procedure Rules 1998 (as amended); or
- in Scotland under Chapter 2 (in Ordinary Proceedings) or Chapter 4 (in Summary Cause Proceedings) of the Act of Sederunt (fees of solicitors in the Sheriff Court) (Amendment and Further Provisions) 1993; or
- In Northern Ireland under Order 62 of the Rules of the Supreme Court (Northern Ireland) 1996 or the Rules of the County Court (Northern Ireland) 1981 as amended

## Uninsured Losses

Losses which are not covered under the **RSA Policy** or the **Motability Operations Ltd Protection (Part 2)** (for instance any **Excess**) but which the **Insured Person** may be able to claim from the responsible party.

## What RSA cover

**RSA** cover the following:

- the **Legal Expenses** of an **Insured Person** as a result of a **Cause of Action** which is not the **Insured Person's** fault
- **RSA** will pay up to the amount shown for **Legal Expenses** in the **Policy Schedule** in total for **Legal Expenses** for all **Insured Persons** as a result of a **Cause of Action**

The **External Claims Service Provider** will do all that it reasonably can to recover **Uninsured Losses** for an **Insured Person** as a result of a **Cause of Action**.

## What RSA do not cover

**RSA** do not cover the following:

1. **Legal Expenses** if the claim is reported to **RSAM** or the **External Claims Service Provider** more than 180 days after the **Cause of Action**.
2. Recovery of **Uninsured Losses** if the claim is reported to **RSAM** or the **External Claims Service Provider** more than 180 days after the **Cause of Action**.
3. **Legal Expenses** if the **Cause of Action** started before the start of cover under this section.
4. **Legal Proceedings** in constitutional or international courts or tribunals.

### Part 3: RSA Policy

5. **Legal Expenses** which an **Insured Person** has incurred before the **External Claims Service Provider** has appointed a **Representative**.
6. **Legal Expenses** incurred before **RSA** or the **External Claims Service Provider** accept the claim in writing unless this has been agreed by **RSA** or the **External Claims Service Provider**.
7. **Legal Expenses** incurred as a result of delays by an **Insured Person** which may damage the case.
8. **Legal Expenses** incurred because the **Insured Person** has withdrawn from **Legal Proceedings** without **RSA** or the **External Claims Service Provider's** permission. **RSA** or the **External Claims Service Provider** will be entitled to recover from the **Insured Person** any amount paid during the **Legal Proceedings** as a result of this withdrawal.
9. The expenses of an expert witness unless the **External Claims Service Provider** has given written permission for the witness to be appointed.
10. Any claim for any **Legal Expenses** relating to any other person or organisation bringing a claim or counterclaim against an **Insured Person**.
11. Claims against:
  - **RSA Group**
  - the **External Claims Service Provider**
  - **Motability Operations Ltd**

### Conditions

1. **TAKING LEGAL ACTION AGAINST SOMEONE ELSE IN RESPECT OF YOUR PRODUCT OR ALTERNATIVE PRODUCT**

If any person who is insured by **RSA** under a separate policy of insurance takes

**Legal Proceedings** against another **Insured Person**, **RSA** will only pay the **Legal Expenses** of the **Insured Person** taking **Legal Proceedings** under this section.

2. **INFORMATION ABOUT THE CLAIM**

As soon as the **Insured Person** is aware of a claim, the **Insured Person** must notify **RSAM** using the details shown on the **Policy Schedule**. The **Insured Person** must let the **External Claims Service Provider** know all developments connected with the claim including any offer or payment to settle the dispute.

The **External Claims Service Provider** will have access to all information, documents and evidence.

3. **LEGAL REPRESENTATIVES**

Once the **Insured Person** has told the **External Claims Service Provider** that they want to make a claim, it will look into the matter. It will attempt to achieve a fair settlement, using an external **Representative** where necessary. The **Insured Person** has the right to suggest a solicitor or other qualified person or firm to act as a **Representative** in any **Legal Proceedings**. The **External Claims Service Provider** may then appoint the solicitor, person or firm in the name of and on behalf of the **Insured Person**. When choosing a **Representative**, the **Insured Person** has a duty to keep expenses as low as reasonably possible. If the **External Claims Service Provider** does not agree with the **Insured Person's** suggested **Representative**, the matter may be decided by arbitration.

## 4. CONFLICT OF INTEREST

If at any time during the course of the claim **RSA** or the **External Claims Service Provider** become aware of a possible **Conflict of Interest**, the **Insured Person** will be told in writing. The **Insured Person** has the right to suggest a solicitor or other qualified person or firm to act as a **Representative** and take over the claim.

The **External Claims Service Provider** will appoint a **Representative** on behalf of the **Insured Person**.

## 5. CONTROL OF THE CLAIM

The **External Claims Service Provider** will have control of the claim, in consultation with the **Representative**, and the **Insured Person** must follow their reasonable advice. The **Insured Person** must not start **Legal Proceedings** without the **External Claims Service Provider's** written permission.

The **External Claims Service Provider** will not unreasonably refuse permission. The **Insured Person** must co-operate fully with **RSA** and any **Representative** appointed by or on behalf of **RSA**.

The **Insured Person** must keep the **External Claims Service Provider** or the **Representative** informed of all developments as soon as possible after these developments happen. If **Legal Proceedings** are not successful and the **Insured Person** plans to appeal, they must write and tell the **External Claims Service Provider** or the **Representative**.

They must do this:

- 14 days before the deadline for making an appeal

- as soon as possible if the period of appeal is 14 days or less

**RSA** will cover the **Legal Expenses** of the appeal if the **External Claims Service Provider** and the **Representative** agree that there are reasonable prospects of changing the outcome of the original **Legal Proceedings**.

## 6. REASONABLE PROSPECTS

**RSA** will pay an **Insured Person's Legal Expenses** as long as there are reasonable prospects of holding the third party wholly or partly at fault. If at any time the **External Claims Service Provider** or the **Representative** consider that there are not reasonable prospects that the claim or **Legal Proceedings** will achieve the desired effect, the **External Claims Service Provider** will write and tell the **Insured Person** that **RSA's** cover will end after 14 days.

**RSA** will not pay **Legal Expenses** after the **Insured Person** has received the notice unless the **External Claims Service Provider** has given written permission.

The **External Claims Service Provider** will not refuse permission without good reason if it could harm the claim or **Legal Proceedings**.

## 7. SETTLING EARLY

The **Insured Person** or their **Representative** must tell the **External Claims Service Provider** as soon as possible of any offer or payment which is made to settle the claim. The **Insured Person** or their **Representative** must not make or agree to any offer to settle the claim without consulting with the **External Claim Service Provider**.

### Part 3: RSA Policy

If the **Insured Person** or their **Representative** rejects an offer or payment which is equal to or greater than the total damages they are eventually awarded, **RSA** will not pay **Legal Expenses** after the expiry of the offer or payment period unless the **External Claims Service Provider** agrees.

#### 8. OPTION TO REIMBURSE

Where in **RSA's** or the **External Claims Service Provider's** reasonable opinion the **Insured Person** would suffer no detriment, **RSA** or the **External Claims Service Provider** may choose to pay the **Insured Person** the value of the claim for **Uninsured Losses**.

#### 9. ARBITRATION

The **Insured Person** has the right to take any dispute with the **External Claims Service Provider** to arbitration.

The **External Claims Service Provider** also has the right to take any dispute with the **Insured Person** to arbitration.

The arbitrator will be either a solicitor or barrister agreed by the **External Claims Service Provider** and the **Insured Person**. If the **External Claims Service Provider** and the **Insured Person** cannot agree on an arbitrator, 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. If the decision goes against the **Insured Person**, they cannot claim the arbitration costs under this **RSA Policy**.

The **External Claims Service Provider** will give the **Insured Person** written details of

the right to arbitration. If the **Insured Person** wants to take any dispute with the **External Claims Service Provider** to arbitration, they must write to the **External Claims Provider** and tell them this.

#### 10. ACCOUNTS AND LEVEL OF EXPENSES

The **Insured Person** or the **Representative** must pass on to the **External Claims Service Provider** all accounts for **Legal Expenses** as soon as possible after receiving them. The **External Claims Service Provider** may ask the **Representative** to have the **Legal Expenses** taxed, assessed or audited.

## Section 3 – Conditions which apply to Part 3: 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 practical, 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 OTHER INSURANCE

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

**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.

## **CONDITIONS AND EXCLUSIONS WHICH APPLY TO THE WHOLE RSA POLICY**

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

## Part 4: Conditions and Exclusions

Set out in Part 4 are the conditions and 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.

### Section 1 – Conditions which apply to Parts 2 and 3 of this cover booklet

#### 1. REPORTING A CLAIM

- The **Hirer** must tell **RSAM** without undue delay 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** 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.
- If the **Hirer** or **Motability Operations Ltd** receive any writ, summons or other legal document or letter then it must be sent to **RSAM** without undue delay.
- Correspondence must not be answered without the written permission of **RSAM**. **RSAM** will not refuse permission without a good reason.

#### 2. ASSESSING THE CLAIM

The **Hirer** must give **RSAM** whatever reasonable 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.

#### 3. FRAUD OR INVALID DOCUMENTS

**Motability Operations Ltd** and **RSAM** will not pay under Parts 2 or 3 of this cover booklet, if the **Insured Person** in question:

- makes a false claim or deliberately exaggerates that claim
- sends **Motability Operations Ltd** or **RSAM** a false declaration or statement to support that claim
- sends **Motability Operations Ltd** or **RSAM** any other false documents to support that claim

#### 4. CHANGES IN CIRCUMSTANCES

The **Hirer** must tell **RSAM** about any change in circumstances which could affect the liability of **Motability Operations Ltd** or the **RSA Policy**. For example **RSAM** must be told as soon as possible if any of the following happen:

- If the **Hirer** changes address
- Any **Modifications** are made to the **Product**
- If the **Hirer** or **Disabled Person** is involved in any incident whilst using any product.

The above list is not exhaustive, so if there is other information that you believe to be relevant you must notify **Motability Operations Ltd** or **RSAM**. **RSA** may reassess cover as a result of any important information provided to it. If **RSA** are not told about anything which is relevant:

- The cover under the **RSA Policy** may not be valid
- **RSA** may reject a claim

5. LOOKING AFTER THE **PRODUCT** AND **ALTERNATIVE PRODUCT** AND TAKING REASONABLE PRECAUTIONS

The **Hirer** and **Disabled Person** must do everything possible to prevent loss or damage, keep the **Product** or **Alternative Product** in good condition and take reasonable precautions to prevent accidents.

**Motability Operations Ltd** and/or **RSA** must be able to inspect the **Product** or **Alternative Product** 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**, **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 **Motability Operations Ltd**, **RSA** or the **External Claims Service Provider** to act in his or her name and take any steps they feel are necessary to protect his or her rights. This may mean that **Motability Operations Ltd**, **RSA** or the **External Claims Service Provider** defend or settle the claim in the **Insured Person's** name. If **Motability Operations Ltd**, **RSA** or the **External Claims Service Provider**

do this, they will pay any costs and expenses involved.

7. FRAUDULENT APPLICATIONS OR REQUESTS FOR CHANGES

**Motability Operations Ltd** or **RSA** will not pay benefits or arrange help if the following are materially misleading or false:

- any part of the application for this insurance
- any further changes requested under Part 2 or 3

For example, this could include:

- not telling **RSA** about previous accidents or losses, even if a claim was not made
- making any **Modifications** to the **Product**
- knowingly giving any false information to **RSA**

The above list is not exhaustive, so if there is other information that you believe to be relevant you must notify **Motability Operations Ltd** or **RSAM**.

## Section 2 – Exclusions which apply to Parts 2 and 3 of this booklet

Set out in this section 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.

A. USE AND DRIVING

**Motability Operations Ltd** and **RSA** will not cover any claim if the **Product** or **Alternative Product** is being used by the **Disabled Person** outside the provisions of any statute, statutory instrument, regulation or order, in particular but not limited to the Use of Invalid Carriages on Highways Regulations 1988. **Motability Operations Ltd** and **RSA** will not cover any claim if the **Product** or **Alternative Product** is taken

**Part 4: Conditions and Exclusions**

and/or used with or without the **Hirer** or **Disabled Person's** permission by any person, including but not limited to;

- a member of the family of the **Hirer** or **Disabled Person**
- a spouse, girlfriend or boyfriend of the **Hirer** or **Disabled Person**
- anyone who normally resides with the **Hirer** or **Disabled Person**

**B. LIABILITY WHICH RESULTS FROM AN AGREEMENT**

The **Insured Person** must not agree liability or agree to pay a claim, without **RSA's** written permission, as 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.

**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.

**F. POLLUTION**

Neither **Motability Operations Ltd** nor **RSA** cover loss or damage 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.

**G. FINES OR PENALTIES**

Neither **Motability Operations Ltd** nor **RSA** will pay for any

- fines; or
- compensation ordered or awarded by a court of Criminal Jurisdiction

**H. 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.

**I. 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 0800 294 0790.

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.Compo@uk.rsagroup.com](mailto:RSAM.Compo@uk.rsagroup.com)

Fax: 0151 240 2900

**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](mailto:complaint.info@financial-ombudsman.org.uk)

Website: [www.financial-ombudsman.org.uk](http://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: [customer.solutionsteam@motabilityoperations.co.uk](mailto:customer.solutionsteam@motabilityoperations.co.uk)

## Part 6: Important Information

Your privacy is important to us and we are committed to keeping it protected. We have created this Customer Privacy Notice which will explain how we use the information we collect about you and how you can exercise your data protection rights. This privacy notice will help you understand the following:

### Who are we?

We are Royal & Sun Alliance (RSA) Insurance plc, we provide commercial and consumer insurance products and services under a number of brands, such as MoreThan. We also provide insurance services in partnership with Motability Operations Limited.

### Why do we collect and use your personal information?

As an insurer, we need your personal information to understand the level of insurance cover you require. We'll use this information (e.g. your name, address, telephone number and email address) to communicate with you.

We may need to check information you have submitted with external companies/ organisations (e.g. the DVLA, the Motor Insurance Database, credit reference agencies and criminal conviction checks.)

Once you become a customer, we may need to take your credit or debit card payment details to set up additional levels of cover. To service your policy, we might contact you via our website, emails, telephone calls or post. When using these services we might record additional information, such as passwords, online identifiers and call recordings.

If you need to claim against your insurance policy, we will need to collect information

about the incident and this may be shared with other selected companies to help process the claim. If other people are involved in the incident, we may also need to collect additional information about them which can include special categories of personal data (e.g. injury and health data.)

During the period of insurance cover, you may provide us with equivalent or substantially similar information relating to other proposed beneficiaries under the policy. You agree that you will bring this Privacy Notice to the attention of each beneficiary at the earliest possible opportunity.

Data protection laws require us to meet certain conditions before we are allowed to use your personal information in the manner described in this Privacy Notice. To use your personal information, we will rely on one or more of the following grounds:

- **Performance of contract:** We need to use your personal information in order to provide you with the insurance cover, and perform our obligations under it (such as making payments to you in respect of a claim made under the policy).
- **Consent:** In certain circumstances, we may need your consent unless authorised by law in order to use personal information about you which is classed as "special categories of personal data".
- **Necessity to establish, exercise or defend legal claim:** If you, or we, bring a legal claim (e.g. a court action) against the other, we may use your information in either establishing our position, or defending ourselves in relation to that legal claim.
- **Compliance with a legal obligation:** Where

## Part 6: Important Information

laws or regulations may require us to use your personal information in certain ways

- **Legitimate Interests:** We will also process your personal information where this processing is in our "legitimate interests". When relying on this condition, we are required to carry out a balancing test of our interests in using your personal information (for example, carrying out a customer survey); against the interests you have as a citizen and the rights you have under data protection laws. The outcome of this balancing test will determine whether we can use your personal information in the ways described in this Privacy Notice. We will always act reasonably and give full and proper consideration to your interests in carrying out this balancing test.

## Where else do we collect information about you?

Where possible, we'll collect your personal information directly from you. However, on occasion we may receive details about you from other people or companies. For example, this might happen if:

- It was given to us by someone who applied for an insurance product on your behalf (e.g. a family member) where you have given them the permission to do so;
- It was supplied to us when you joined a scheme that is provided by us in partnership with Motability Operations Limited; or
- It was lawfully collected from other sources (e.g. Motor Insurance Database, Claims and Underwriting Exchange or fraud prevention databases) to validate the information you provided to us.

We request those third parties to comply with data protection laws and to be transparent about any such disclosures. If you would like some further information, please contact us.

## Will we share your personal information with anyone else?

We do not disclose your information outside of RSA except:

- Where we need to check the information you gave to us before we can provide insurance cover (e.g. reference agencies);
- Where we are required or permitted to do so by law or relevant regulatory authority (e.g. fraud detection/prevention);
- Where we provide insurance services in partnership with other companies (e.g. Motability Operations Limited);
- In the event that we are bought or sell any business or assets, in which case we will disclose your personal information to the prospective buyer of such business or assets;
- As required to enforce or apply this Privacy Notice, or the contract of insurance itself;
- Within our group for administrative purposes;
- If we appoint a third party to process and settle claims under the policy on our behalf, in which case we will make your personal information available to them for the purposes of processing and settling such claims;
- With our third party service providers (including hosting/storage providers, research agencies, technology suppliers etc.)

Sometimes your personal information may be sent to other parties outside of the European Economic Area (EEA) in connection with the purposes set out above. We will take all reasonable steps to ensure that your personal information is treated securely and in accordance with this Privacy Notice, and in doing so may rely on certain "transfer mechanisms" such as the EU-US Privacy Shield, and the standard contractual clauses approved by the European Commission. If you would like further information please contact us.



## For how long will we keep your information?

Your personal information will be retained under one or more of the following criteria:

- Where the personal information is used to provide you with the correct insurance cover, which will be kept as long as it is required to fulfil the conditions of the insurance contract.
- Where the use of your personal information for a specific purpose is based on your consent, it will be kept for as long as we continue to have your consent.
- Where, for a limited period of time, we are using some of your information to improve the products or services we provide.
- For as long as your information is required to allow us to conduct fraud and/or criminal checks and investigations.

## Your information is incorrect what should you do?

If you think that the information we hold about you is incorrect or incomplete, please contact us and we will be happy to update it for you.

## What are your rights over the information that is held by RSA?

We understand that your personal information is important to you, therefore you may request the following from us to:

- 1 Provide you with details about the personal information we hold about you, as well as a copy of the information itself in a commonly used format. [Request Ref: DSR 1]
- 2 Request your personal information be deleted where you believe it is no longer required. Please note however, we may not be able to comply with this request in full

where, for example, you are still insured with us and the information is required to fulfil the conditions of the insurance contract. [Request Ref: DSR 2]

- 3 Request the electronic version of the personal information you have supplied to us, so it can be provided to another company. We would provide the information in a commonly used electronic format. [Request Ref: DSR 3]
- 4 Request to restrict the use of your information by us, under the following circumstances [Request Ref: DSR 4]:
  - a. If you believe that the information we hold about you is inaccurate, or;
  - b. If you believe that our processing activities are unlawful and you do not want your information to be deleted.
  - c. Where we no longer need to use your information for the purposes set out in this Privacy Statement, but it is required for the establishment, exercise or defence of a legal claim.
  - d. Where you have made an objection to us (in accordance with section 5 below), pending the outcome of any assessment we make regarding your objection.
- 5 Object to the processing of your data under the following circumstances [Request Ref: DSR 5]:
  - a. Where we believe it is in the public interest to use your information in a particular way, but you disagree.
  - b. Where we have told you we are using your data for our legitimate business interests and you believe we shouldn't be (e.g. you were in the background of a promotional video but you did not agree to be in it).

In each case under section 5 above, we will stop using your information unless we can reasonably demonstrate legitimate grounds

## Part 6: Important Information

for continuing to use it in the manner you are objecting to.

If you would like to request any of the above, please contact us and submit a written request, including the request reference (e.g. DSR 1), as this will speed up your request. To ensure that we do not disclose your personal information to someone who is not entitled to it, when you are making the request we may ask you to provide us with:

- Your name;
- Address(es);
- Date of birth;
- Any policy IDs or reference numbers that you have along with a copy of your photo identification.

All requests are free of charge, although for requests for the provision of personal information we hold about you (DSR1) we reserve the right to charge a reasonable administrative fee where, for example, we reasonably believe an excessive number of requests are being made. Wherever possible, we will respond within one month from receipt of the request, but if we don't, we will notify you of anticipated timelines ahead of the one month deadline.

Please note that simply submitting a request doesn't necessarily mean we will be able to fulfil it in full on every occasion – we are sometimes bound by law which can prevent us fulfilling some requests in their entirety, but when this is the case we will explain this to you in our response.

## Our Privacy Notice

If you have any queries regarding our privacy notice please contact us and we will be happy to discuss any query with you. Our privacy

notice will be updated from time to time so please check it each time you submit personal information to us or renew your insurance policy.

## How you can contact us about this Privacy Notice?

If you have any questions or comments about this privacy notice please contact:

The Data Protection Officer  
RSA  
Bowling Mill  
Dean Clough Industrial Park  
Halifax  
HX3 5WA

You may also email us at  
rsam.crt@uk.rsagroup.com.

## How you can lodge a complaint?

If you wish to raise a complaint on how we have handled your personal information, please send an email to rsam.crt@uk.rsagroup.com or write to us using the address provided. Our Data Protection Officer will investigate your complaint and will give you additional information about how it will be handled. We aim to respond in a reasonable time, normally 30 days.

If you are not satisfied with our response or believe we are not processing your personal information in compliance with UK Data Protection laws, you may lodge a complaint to the Information Commissioner's Office, whose contact details are:

Information Commissioner's Office  
Wycliffe House  
Water Lane  
Wilmslow  
Cheshire  
SK9 5AF



Royal & Sun Alliance Insurance plc (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  
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