



Mercedes-Benz Insurance

Motor Insurance Policy

Mercedes-Benz





Customer Service

If you have any queries on your policy, or wish to make any amendments to it, please call Customer Services on
0845 600 2180

Mercedes Insurance Claims Assistance

Mercedes Claims Assistance provides a range of benefits and services designed to minimise your inconvenience in the event of a claim.

If you need to make a claim, call

0800 056 8806

and explain what has happened.

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

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Contract of Insurance

This policy is a contract of indemnity between **you**, the **policyholder** and us, **Aviva**. In return for payment of the premium by **you**, we will provide insurance in accordance with the policy cover shown in the schedule in respect of accident, injury, loss or damage occurring within the **territorial limits** during the period of insurance.

This policy, the statement of demands and needs and the schedule should be read together and form the contract of insurance.

Choice of law

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

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

Changes we need to know about

Please tell **us** or your insurance adviser immediately **you** become aware of any changes to your circumstances which may affect this insurance or any other material facts, e.g. a change to the persons to be insured, motoring convictions of any of the persons to be insured, a change of vehicle or a change of use to the vehicle.

Use of language

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

Customers with Disabilities

This policy and other associated documentation is also available in large print, audio and Braille. If you require any of these formats please contact Mercedes-Benz Insurance on 0845 600 2180.

Cancellation rights

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

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

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

To exercise your right to cancel your policy, please contact us:

In writing:

Daimler Insurance Services UK Limited
Burystead Court
Caldecotte Lake Drive
Caldecotte
Milton Keynes
MK7 8ND

By phone:

Telephone 0845 600 2180

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

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

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

Additional Covers – Refund of Premiums

If you have purchased additional cover options with this policy, a refund may not be available on those additional covers if they are subsequently removed after the statutory cancellation period.

Definitions

To save lengthy repetition, wherever the following words or phrases occur, they will have the meaning described below:

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

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

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

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

Fire Fire, lightning and explosion.

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

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

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

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

RAC 8 Surrey Street, Norwich NR1 3NG.

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

Theft Theft or attempted theft.

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

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

Your car Any vehicle described in the schedule and any other vehicle for which details have been supplied to us and a **Certificate of motor insurance** bearing the registration mark of that vehicle has been delivered to you and remains effective.

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

Policy Cover Index

Cover for your Vehicle

	Operative sections
Comprehensive	Sections 1,2,3,4a,5,6,7,8,9,10,11,12,13,14,16,17 are operative.
Optional Covers (If selected*)	UK Breakdown Cover; Section 15 applies Physio Fast Cover; Section 4b applies

* these sections only apply if it says so on your policy schedule

Section 1

Loss of or damage to your car

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

- Pay for **your car** to be repaired; or
- Replace **your car**; or
- Pay in cash the amount of the loss or damage.

The same cover also applies to **accessories** and spare parts relating to **your car** while these are in or on **your car** or while in your private garage.

We will, however, pay for loss or damage to your car's audio equipment, which is away from **your car** or private garage, if such equipment has been designed to be removable or partly removable, cannot function independently of **your car** and has been temporarily removed for purposes of security or maintenance.

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

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

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

- the reasonable cost of protection and removal to the nearest repairers; or
- the reasonable cost of delivery to you after repair but not exceeding the reasonable cost of transporting **your car** to your address in the British Isles; or
- a hire car of up to 1600cc for 24 hours subject to the hirer's terms and conditions. This free period of cover must commence within 48 hours after your car was damaged and excludes fuel cost, parking fees or fines; or
- overnight accommodation for the passengers and driver up to a maximum of £150 in total. This does not include, however, the cost of providing meals or drinks; or

- a refund of the cost of public transport for the driver and up to four passengers to reach the end of their journey subject to a maximum of £150. You will need to produce receipts in order to claim for this. If your car is stolen and not recovered arrangements will be made to provide alternative transport up to a total value of £150 in order to complete the journey.

New car replacement

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

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

Replacement is subject to:

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

UK Accident Recovery

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

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

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

Excesses

Voluntary excess

If an excess amount is shown in the Schedule, you have agreed to pay that amount (which otherwise the insurer would have paid) for each incident of loss or damage. The amount is in addition to any compulsory excess.

Compulsory excess

If your car is being driven by, or is in the charge of, any one of the following you will be responsible for the first part of any loss or damage as shown:

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

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

If you are only claiming for loss of or damage to the glass in your car's windscreen, sunroof or windows, or for any scratching of the bodywork arising solely from the breakage of glass, the excesses under a, b, and c above will not apply. You will, however, have to pay the first £50 of the cost of glass replacement. This excess for glass:

- Will not apply when the glass is repaired rather than replaced;
- Overrides any other general excess that would otherwise apply to glass claims.

Liability to Third Parties

Exceptions to Section 1 of your policy

Your policy does not cover the following:

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

Section 2

Your liability

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

- a) a person's death or injury
- b) damage to their property up to a maximum amount of £20,000,000 in respect of any one claim or number of claims arising out of one cause as a result of an accident caused by;

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

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

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

Liability of other persons driving or using your car

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

- Any person **you** give permission to drive **your car** provided that your certificate of motor insurance allows that person to drive;
- Any person **you** give permission to use (but not drive) **your car**, but only whilst using it for social, domestic and pleasure purposes;
- Any passenger travelling or getting into or out of **your car**;

- The employer or business partner of the person using any car for which cover is provided under this section while the car is being used for business purposes permitted under the policy, except that we shall not be liable where:
 - The vehicle belongs to or is hired by such employer or business partner;
 - The insured is a corporate body or firm.

Indemnity to legal personal representatives

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

Legal costs

We will pay:

- the fees of legal representatives we instruct to represent anyone we insure under this section at a coroner's inquest or fatal accident inquiry or to defend any proceedings in a court of summary jurisdiction;
- fees for legal representatives we instruct to defend anyone we insure under this section when proceedings are taken for causing death by dangerous or careless driving.

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

Exceptions to Section 2 of your policy

The cover under this section will not apply:

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

Additional Covers

- harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons, or so claimed, in whole or in part, for political, religious, ideological or similar purposes.
- ii) Any action taken in controlling, preventing, suppressing or in any way relating to i) above.

In respect of exception 6. above where we are obliged by the Road Traffic Acts to provide insurance, the maximum amount we will pay for damage to property as a result of any accident or accidents caused by a vehicle or vehicles driven or used by you or any other person and for which cover is provided under this section will be:

- £5,000,000 in respect of all claims resulting directly or indirectly from one originating cause: or
 - Such greater sum as may in the circumstances be required to meet the minimum insurance requirements of the Road Traffic Acts.
7. Loss, damage, injury or death directly caused by pollution or contamination unless caused by a sudden identifiable unintended and unexpected event which occurs in its entirety at a specific time and place during the period of insurance except where such liability is required to be covered under the Road Traffic Act.
- For the purposes of this Exclusion, pollution or contamination means all pollution or contamination of buildings or other structures or water or land or the atmosphere.

Section 3

'Personal Accident' Injury to you or to your spouse/domestic partner

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

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

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

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

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

Exceptions to Section 3 of your policy

This personal accident insurance does not cover:

1. corporate bodies or firms.
2. death or bodily injury arising from suicide or attempted suicide.

Section 4

Medical expenses and Physio Fast

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

a) Medical expenses

The medical expenses arising in connection with that accident. The most **we** will pay for each injured person is £250.

Exceptions to section 4a of your policy

Any physiotherapy treatment.

b) Physio Fast

The cover and service under this heading only applies if it is shown on **your** policy schedule.

Treatment from a chartered physiotherapist **we** have appointed who believes treatment will help **your** recovery. The most **we** will pay for each injured person is £400.

A driver confidence session of 2 hours (including travelling time) with a professional driving instructor **we** have appointed for the person driving **your** car at the time of the accident.

Exceptions to section 4b of your policy

- **we will only cover treatment approved and provided by a chartered physiotherapist we appoint under this section of the policy.**
- **physiotherapy will end once the physiotherapist believes any further treatments will not benefit you or if the limit under this section has been reached, whichever happens first.**
- **we will only cover a driver confidence session with an approved instructor we appoint under this section of the policy.**
- **driver confidence is limited to one session per accident.**
- **the person driving must be entitled to drive as shown on your current certificate of Motor Insurance.**

Section 5

Personal belongings and child seat cover

Personal belongings

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

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

Child seat cover

If you have a child seat fitted in your car and your car is involved in an accident or damaged following fire or theft **we** will contribute up to £100 per child seat towards the cost of a replacement even if there is no apparent damage, subject to you making a claim under Section 1 of your policy.

Exceptions to section 5 of your policy

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

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

Section 6

Payments made under compulsory insurance regulations and rights of recovery

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

Section 7

Emergency treatment

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

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

Section 8

No Claim Discount

If you do not make a claim under your policy, we will increase your No Claim Discount when you renew your policy in line with the scale we apply at that time.

If more than one car is insured by this policy, the No Claim Discount will be applied as if a separate policy had been issued for each car.

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

If we consent to a transfer of this policy to another person, No Claim Discount already earned under this policy will not apply to the person to whom the policy is being transferred.

Section 9

Uninsured Driver Promise

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

- The vehicle registration and the make/model of the car; and
- The driver's details.

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

Section 10

Glass in windscreen, sunroof or window

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

Section 11

Courtesy Car

After an accident covered by your policy, and if your car is repaired by an approved repairer, a courtesy car will be provided whilst your car is repaired.

If your vehicle cannot be repaired or has been stolen, we will arrange for a standard hire car for up to 14 days or up until your settlement cheque is received (whichever is the earliest).

Upgraded Cover

In the event that your vehicle is stolen and/or not recovered, or if we decide not to repair it, we will arrange for an upgraded hire car for you for up to 14 days or up until your settlement cheque is received (whichever is the earliest).

We will only supply a courtesy car if we accept your claim.

This cover, if purchased will be shown in your Policy Schedule.

Section 12

Continental use/compulsory insurance requirements

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

- Any country which is a member of the European Union;
- Any country which the Commission of the European Communities is satisfied has made arrangements to meet the requirements of Article 7(2) of EC Directive 72/166/EEC relating to civil liabilities arising from the use of a motor vehicle.

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

- **Your car** being normally kept in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man;
- Use of **your car** for visits to countries outside Great Britain, Northern Ireland, the Channel Islands and the Isle of Man being of a temporary nature, not exceeding three months in any one trip.

Cover includes:

- Transit by sea, air or rail in or between countries within the territorial limits;
- Reimbursement of any customs duty **you** may have to pay after temporarily importing **your car** into any country within the territorial limits, subject to your liability arising as a direct result of a claim covered under this policy;
- General average contributions, salvage charges and sue and labour charges whilst your car is being transported by sea between any countries within the territorial limits, provided that **your car** is covered for loss or damage under this policy.

If you take your car abroad

All countries within the territorial limits have agreed that a Green Card is not necessary for cross border travel. Your **certificate of motor insurance** should, therefore, provide sufficient evidence that **you** are complying with the laws on the compulsory insurance of motor vehicles in any of these countries that you visit.

If, however, **you** contact your insurance adviser at least two weeks before departure, he/she will be able to provide **you** with our 'Driving on the Continent' booklet. This booklet contains useful information on driving abroad, what to do and who to contact in the event of an accident and statements in the main European languages for presentation to the police or other officials confirming that **you** have proper insurance to drive in their countries.

There is no cover for countries outside the territorial limits. **We** may, however, be prepared to extend cover to certain of these countries on request, in which case **we** will provide **you** with a Green Card and an additional premium will be required.

Section 13

Replacement locks

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

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

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

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

Section 14

Personal Injury Legal Protection

This Section of the policy is arranged by RAC Insurance Limited acting through RAC Legal Services.

Definitions

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

Insured Any authorised occupant of the Motor Vehicle.

Legal Costs The reasonably and properly incurred fees, expenses, costs and disbursements by or on behalf of the insured and authorised by Us in pursuing a claim under this section of the policy.

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

Legal Proceedings The pursuit of a claim for damages for personal injury either by negotiation or by civil, tribunal or arbitration proceedings within a court in the Territory, in respect of a matter covered under this policy.

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

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

Limit of cover **£50,000.00**

Motor Vehicle Any Vehicle which an Insured driver is covered to drive under this policy.

RAC/Us RAC Insurance Limited of 8 Surrey Street, Norwich NR1 3NG acting through RAC Legal Services of Great Park Road, Bradley Stoke, Bristol BS32 4QN.

Road Traffic Accident A traffic accident in the Territory involving the Motor Vehicle occurring during the Period of Insurance on a public highway or on a private road or car park to which the public has an uninterrupted right of access for which the insured is not at fault and for which another party is at fault.

Territory The United Kingdom, Eire or mainland Europe west of the Urals.

What is Covered

RAC will indemnify the insured up to the Limit of Cover against the Legal Costs of Legal Proceedings incurred in connection with the pursuit of a claim for compensation for personal injury directly arising directly from a Road Traffic Accident.

What is Not Covered

1. Appeals unless the insured has notified RAC in writing of his or her wish to appeal at least ten working days before the deadline for any such appeal and written approval of RAC has been obtained.
2. Claims (including appeals) which, in the opinion of RAC, do not have a reasonable chance of success. Cover may be refused or discontinued if such prospects do not, or no longer, exist.
3. Legal Costs:
 - a) incurred before RAC have confirmed acceptance of the claim in writing;
 - b) exceeding any amount approved by the RAC;
 - c) incurred following a payment into court by a third party unless RAC have authorised the insured in writing to continue with the claim after the payment into court of the insured is ultimately awarded or settles for more than the amount of payment in;
 - d) incurred if the insured withdraws instructions from the Legal Representative of Legal Proceeding unless such withdrawal is approved by RAC;

- e) for any expert witness unless previously agreed with RAC;
 - f) where the insured is responsible for unreasonable delay which is prejudicial to the claim or where the insured fails to give proper instructions in due time to RAC or the Legal Representative;
 - g) where the insured pursues a claim without the consent of RAC or in a different manner from that advised by the Legal Representative.
4. Claims against us or any company or subsidiary of RAC plc.
 5. Claims relating to matters for which the insured would, but for the existence of this policy, be entitled to indemnify under any other policy.
 6. Claims directly, or indirectly, caused by, contributed to or arising from:
 - a) any deliberate illegal act of omission of the insured or any act which is false or fraudulent in any way;
 - b) faults in the Motor Vehicle or faulty, incomplete or incorrect service, maintenance or repair of the Motor Vehicle;
 - c) Road Traffic Accident occurring during a race, or rally or competition.

Conditions

1. To make a claim the insured must notify RAC of the claim in writing as soon as reasonably possible.
2. On receipt of a claim under this section of the policy RAC will evaluate the claim, advise on the steps the insured should take to pursue the claim, advise where appropriate, appoint a Legal Representative from its approved panel to pursue the claim by negotiation.
In the event the claim is not settled by negotiation and proceedings are necessarily issued, the insured does not have to continue to instruct the Legal Representative nominated by RAC and may propose another Legal Representative.

If RAC and the insured are unable to agree on a suitable Legal Representative, RAC will ask the Law Society to name a further Legal Representative. RAC and the insured must accept the Law Society's nomination. In the meantime, RAC may appoint a Legal Representative to act on behalf of the insured to safeguard his or her interests.

3. During the course of the claim the insured must:
 - a) Co-operate at all times in the completion of any necessary documentation or provision of information requested either by RAC or by the Legal Representative;
 - b) Not do anything which may prejudice his or her case or the RAC's position in respect of the claim;
 - c) Take all available steps to recover the Legal Costs in the Legal Proceedings;
 - d) Notify RAC of any settlement offer made before accepting it.
4. During the course of the claim RAC will have the right of direct access to the Legal Representative.
5. the insured shall take all reasonable steps to mitigate the losses that flow from a Road Traffic Accident.
6. the insured shall forward any accounts for Legal Costs as soon as they are received and, if required to do so by the RAC, shall have such Legal Costs taxed, assessed or audited by the appropriate court of authority.
7. RAC may take over and conduct the claim and may, subject to the interest of the insured, settle the claim in his or her name.
8. Every written notice of communication by RAC shall be sent to the insured at the address known to RAC Legal Services.
9. An enquiry or complaint about the terms of this section of the policy may be sent to RAC Legal Services at Great Park Road, Bradley Stoke, Bristol BS32 4QN. If the insured is not satisfied with the way in which such an enquiry or complaint is dealt with, the matter should be referred in writing to the Director at RAC Legal Services. An acknowledgement that your complaint has been received will be sent to you within 5 working days following which your complaint will be investigated further.

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

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

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

Section 15

UK Breakdown Cover

The cover and service explained in this section only applies if it is shown in your schedule.

The following cover is provided in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man by RAC for you or any named person permitted to drive your car in accordance with your certificate of motor insurance.

Cover in the United Kingdom – Breakdown Assistance.

If you are unfortunate enough to break down, please follow these simple steps:

- Telephone the dedicated helpline on **08000 328 194**.
- Quote your motor insurance policy number and vehicle registration number.
- Advise the operator of the location of your vehicle and the nature of the fault.

They will then know how to proceed and what form of assistance would be the most appropriate for you.

Remember, always call the dedicated helpline first. Please do not go ahead and make your own arrangements, as RAC cannot reimburse costs incurred without prior authorisation; this is not a claim service.

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

Roadside Assistance or Onward Travel

If you are stranded on a public highway (or other road or area to which the public has the right of access) because you have broken down, we will send an RAC patrol or contractor to help you. If **your car** cannot be repaired immediately it will be taken to a nearby garage, where you may arrange for repairs to be made. If your vehicle needs to be towed it must display a valid road tax disc.

Roadside Assistance includes labour at the scene of the breakdown (but not labour at any garage to which the car is taken). Roadside Assistance does not include the cost of parts, fuel or other supplies.

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

Recovery

RAC will take **your car**, any caravan or trailer on tow at the time, the driver and up to 7 passengers to the destination of the driver's choice, in one non-stop journey.

If there are more than 5 people this may require two separate vehicles, an adult must accompany any children. This facility may also be provided if the driver falls ill and there are no passengers who can drive the vehicle, so that the journey can be completed. In these circumstances it will be at the discretion of RAC whether this service is offered. Some form of medical certification will be required.

Onward Travel

With Onward Travel cover **you** are entitled to one of the following extra benefits once **we** have decided that **we** cannot get the vehicle repaired locally:

- Replacement car hire;
- Hotel accommodation;
- Alternative transport costs.

Replacement car hire

Alternatively a hire car up to 1600cc for 24 hours to enable you to complete your journey, providing that there is one available and that you can meet the requirements of the car hire supplier. These requirements will include:

- Age limits.
- The need to have a current driving licence with you.
- The need to provide a valid credit card number. (Alternatively, the car rental provider will require a deposit of no less than £50 and may also undertake a simple credit check, before releasing the vehicle to you).

All hires are subject to the supplier's terms and conditions.

Or:

Hotel accommodation

Overnight accommodation for the passengers and driver up to a maximum of £150 in total. This does not include the cost of providing meals and drinks.

Or:

Alternative transport costs

A refund of the cost of public transport for the driver, and up to four passengers to reach the end of their journey, subject to a maximum of £150.

At home

In the event that your car breaks down at home the following cover is provided, someone to come out and help. If your car cannot be repaired immediately it will be taken to a nearby garage, where you can arrange for repairs to be carried out at your own expense.

Any private car

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

What is not covered in the UK

- The costs of any ferry crossing or toll charges.
- The carriage of any livestock that requires special transportation facilities.
- The cost of recovery of your vehicle if it is stuck in water, a bog, a ditch or if it has overturned unless this forms part of your insurance claim.
- The repair or recovery of your vehicle if it broke down at the premises of a motor trader.
- The cost of spare parts, petrol, oil, keys or other materials and garage labour.
- Any vehicles that:
 - a) Are carrying a dangerous or illegal load
 - b) Cannot be recovered by normal trailers or transport
 - c) Are over 5.5 metres in body length
 - d) Are caravans or trailers, over 7.6 metres in body length, including a tow bar
 - e) Are over 3.5 tons in weight.

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

Your no-claim discount will not be disallowed solely as a result of a claim for breakdown.

Please see pages 24 to 25 for General Terms and Conditions.

Section 16

European Breakdown and Accident Assistance

This cover is provided by RAC.

If you need to call for assistance you must contact the appropriate control centre as shown below. In Continental Europe all assistance is co-ordinated through the RAC Control Centre, where a team of multi-lingual incident managers are waiting to help you.

When calling for assistance, please advise the incident manager of the following details:

- Your name;
- That you are a policyholder with European Cover;
- Your location and telephone number;
- The make and registration number of your vehicle;
- Your credit card details.

Telephone Numbers

Republic of Ireland **1 800 535 005** (freephone)

In France or Monaco **0800 290 112** (freephone)

In case of difficulty with private telephone subscribers – garages, hotels, etc., the French text below indicates that no charge will be incurred by the private subscriber for the telephone call:

Attestation de gratuité

La Direction Générale des Télécommunications certifie qu'à compter du 1.07.1983, le coût de tout appel téléphonique effectué à destination d'un numéro commençant par 0800 est automatiquement pris en charge par l'abonné destinataire de cet appel.

If you are unable to get through on the freephone number, please call **04 72 43 52 55** (Charged call).

In all other European Countries

Call our Control Centre on:
33 472 43 52 55 (not freephone), prefixed with one of the dialling codes depending on the country that you are dialling from. When you have given your details the Control Centre will call you back.

In case of difficulty in being connected, please check with the international telephone operator for the country you are in.

RAC does not currently operate in Israel and Iceland. In these countries you are advised to pay for services yourself. On your return to the UK you should initiate a claim for the costs to be reimbursed by contracting RAC European Support on 08705 49 33 20; all claims must be supported by receipts. Costs that can be claimed will only be those covered by European Breakdown and will not include the cost of spare parts, etc.

Important: On all Continental Motorways use roadside telephones. You will not be connected to our Control Centre but with the police or authorised motorway service, who will send a breakdown recovery vehicle. In France the same procedure applies if you break down on a motorway service area. You may have to pay labour and towing charges on the spot, which you can reclaim on your return to the UK. If you are towed from a motorway, contact our Control Centre as soon as possible.

Cover In Europe – Breakdown and Accident Assistance

Service In The UK

RAC Roadside and Recovery Assistance.

On the outward journey from home to the departure port and on the inward journey from the arrival port to home, if you are stranded on a public highway through breakdown, Road Traffic Accident or vandalism to **your car**, RAC will arrange:

- assistance from an RAC patrol or garage/repair service, to repair your car at the roadside if possible, or tow to a local garage.
- recovery service, to return your car and up to eight occupants to your home or nominated repairer in the United Kingdom, if your car cannot be repaired within a reasonable time. If there are more than five people this may require two separate vehicles. An adult must accompany any children.

Replacement Car

RAC will provide a self-drive hire car, including collision damage waiver:

- To carry out the planned journey if, as a result of a Road Traffic Accident, fire or theft within 7 days of your declared departure, the insured vehicle cannot be repaired or recovered (in the case of theft) in time for the journey: or
- Second class rail fare or a combination of the two up to a maximum of £750

providing there is one available and you can meet the requirements of the car hire supplier.

These requirements will include:

- Age limits;
- The need to have a current driving licence with you;
- Limits on acceptable endorsements: and
- The need to provide a valid credit card number. (Alternatively, the car rental provider will require a deposit of no less than £50 and may also undertake a simple credit check, before releasing the vehicle to you).

Service While Abroad

If **your car** breaks down or is disabled as a result of an accident covered under this policy whilst being driven by you or any person permitted by this policy to drive your vehicle, RAC will arrange:

Emergency Roadside Assistance whilst on the Continent up to a maximum of £175 (not including the cost of any spare parts). If your car cannot be repaired immediately it will be taken to a nearby garage where you can arrange for repairs to be carried out.

Spare Parts Despatch Service is available if the required parts are not obtainable locally. This covers freight and handling costs plus the fare for one person to collect the parts from the nearest airport or railway station. Note: The cost of the parts is not included and must be repaid on return to the UK.

Onward transportation If **your car** cannot be repaired within 12 hours, RAC will provide you with onward travel, either a replacement hire car to enable you to continue your journey whilst your car is being repaired or to return home, providing that there is one available and that you can meet the requirements of the car hire supplier. These requirements will include:

- Age limits;
- The need to have a current driving licence with you;
- Limits on acceptable endorsements; and
- The need to provide a valid credit card number. (Alternatively, the car rental provider will require a deposit of no less than £750 and may also undertake a simple credit check, before releasing the vehicle to you) or second class rail fare or a combination of the two up to a maximum of £750.

This facility may also be provided:

1. If the driver falls ill and there are no passengers that can drive your car so that the journey can be completed, RAC will provide a replacement driver to enable you to reach your destination or return home. This service will be provided at the discretion of the RAC and some form of medical certification will be required.
2. If **your car** is stolen or involved in a road traffic accident during the 7 days prior to returning and cannot be repaired or recovered before your intended return date.

RAC will normally try to arrange a hire car equivalent to, but not necessarily the same as your vehicle, if there is one available. If you are travelling in an MPV or similar vehicle RAC may arrange two hire cars. RAC will only arrange this if there are two qualified drivers in your party. Otherwise RAC will arrange alternative transport.

RAC may at its discretion offer you or any permitted driver overnight accommodation expenses for the driver and passengers up to £35 per person, per night, subject to an overall maximum of £400. This does not include the cost of meals or drinks.

Repatriation of your car to your home address or nominated repairer in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, if your vehicle cannot be repaired by your declared return date, subject to the cost of the repatriation not exceeding the market value of your car.

Emergency repairs to make **your car** secure in case of wilful damage to windscreen, windows or locks caused solely through break-in or attempted break-in.

Urgent message transmission service to immediate relatives or business associates if breakdown, accident or fire results in immobilisation of **your car**, or it is stolen.

Customs claims indemnity against continental customs claims if your car is stolen or destroyed by fire.

Service after return home. RAC will pay the travel and hotel expenses for one person to collect **your car** repaired abroad, using second class rail and other public transport fares, which are necessary to reach the place of collection, up to a limit of £600.

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

RAC will, in all cases, attempt to deliver the service available within the country where the breakdown occurred. However, in certain circumstances you may be required to settle any account yourself – if this is the case all receipts should be retained and on your return to the UK you should claim reimbursement from RAC.

What is not covered in Europe

- The costs of any ferry crossing or toll charges.
- The carriage of any livestock that requires special transportation facilities.
- The cost of recovery of your car if it is stuck in water, bog, a ditch or on a beach or if it has overturned unless this forms part of your insurance claim.
- The repair or recovery of your car if it broke down at the premises of a motor trader.
- The cost of spare parts, petrol, oil, keys or other materials and garage labour.

Any vehicles that:

- Are carrying a dangerous or illegal load.
- Cannot be recovered by normal trailers or transport.
- Are over 5.5 metres in body length.
- Are caravans or trailers, over 7.6 metres in body length, including a tow bar.
- Are over 3.5 tons in weight.

General Terms and Conditions Applicable to UK Breakdown and European Breakdown and Accident Assistance

1. UK breakdown assistance cover is provided by RAC Motoring Services company registration number 1424399, whose registered office is at 8 Surrey Street, Norwich NR1 3NG. European motoring assistance cover is an insurance product and is provided through RAC by RAC Insurance Limited, company registration number 2355834, of the same address.
2. This cover is governed by the laws of England.
3. Under the terms of this cover 'We/we' and 'Our/our' means RAC Motoring Services and 'You/you' and 'Your/your' means the person entitled to the benefit under this cover.
4. This product is arranged by Daimler Insurance Services UK Limited.
5. Upon renewal of your breakdown cover, the services that you receive will be those set out in the Terms and Conditions ('Terms') current at the time of such renewal. Regardless of who may have supplied these or any subsequent or replacement Terms, the provisions contained therein are and shall be deemed to be those of RAC and RAC Insurance Limited.
6. All qualifying vehicles must be registered at the same address.
7. We will provide the services under the cover, provided you have paid your insurance policy extension, if applicable, including RAC cover subscription, and you do not owe your Insurer any money.
8. You must produce a valid scheme code or proof of identity to use our services. If these are not available we may refuse service.
9. We will take legal action against anyone who uses our services dishonestly.
10. If service is provided to a child, an adult must accompany the child.
11. Work cannot be undertaken on your vehicle if it is unattended.
12. If someone other than you calls us to attend to your car, you will have to pay any costs that go above the terms of cover.

13. We and our associated contractors will use reasonable skill and care when providing the service.
14. We will not be responsible to you for any indirect losses which you incur as a result of our acts or omissions. This does not apply to any claim you have against us for death or personal injury and does not affect your statutory rights.
15. We will not make a refund if you cancel or downgrade your cover.
16. We do not guarantee to carry out the services in whole, or part, if we are prevented from doing so due to any circumstances beyond our reasonable control including, without limitation; the activities of civil or government authorities; industrial disputes; acts of God; or severe weather conditions.
17. We have the right to refuse to give service and/or cancel your cover if anyone using the service behaves in a threatening or abusive way to our staff or contractors.
18. Your telephone calls to and from us may be monitored and recorded for the purposes of staff training and quality assessment.
19. If the service you require is not provided for under these terms, we will try, if you wish to arrange it at your expense. The terms of and any payment for, such service are a matter for you and the supplier.
20. Our services do not cover vehicles, which have broken down as a result of taking part in a motor sport event, which takes place off road and/or is not subject to the normal rules of the road. For example: vehicles participating in a treasure hunt, touring assembly or navigational road rally which takes place on the road or public place and complies with the normal rules of the road are covered; whereas cover will not be extended to vehicles which have broken down as a result of a motorsport event which takes place on a permanent, or temporary constructed race track, e.g. Snetterton or Oulton Park, or rally circuit.

Section 17

Legal Assistance

This cover is provided by RAC (as defined below).

Claims Process

To make a claim under this section of the policy please telephone RAC Legal Services on **01454 209 200**.

Definitions

The following definitions apply only to this part of the policy, the general definitions at the beginning of this policy also apply where applicable.

Insured

The person or persons named in the schedule of insurance that accompanies the policy, and any passengers carried in a Motor Vehicle driven by the insured at the time of a Road Traffic Accident.

Legal Costs

The reasonably and properly incurred fees, expenses, costs and disbursements by or on behalf of the insured and authorised by Us in pursuing or defending a claim under this policy; and the costs of a third party for which the insured is either held liable by court order or are agreed by Us and which are incurred in connection with Legal Proceedings covered under this Policy.

Legal Proceedings

The pursuit of a claim for damages or rejection either by negotiation or by civil, tribunal or arbitration proceedings in respect of a matter covered under this policy, and the defence of a motoring prosecution within a summary court of criminal jurisdiction.

Legal Representative

The solicitors or other qualified experts appointed by Us to act for the insured in accordance with condition 2 of this Policy provided that such solicitors or experts satisfy the following conditions:

- They agree to fund all disbursements and not to claim for the same until the end of the case; and
- They agree not to submit any claim for Legal Costs until the end of the case and recover all Legal Costs from the other party in the action; and
- They agree to report in writing to RAC any substantive development in the progress of the claim.

Motor Vehicle

Any vehicle which the insured is covered to drive under this policy, and any commercial trailer properly constructed to be towed by such vehicle and which is attached to it by normal means for towing.

RAC/Us

RAC Insurance Limited of 8 Surrey Street, Norwich NR1 3NG acting through RAC Legal Services of Great Park Road, Bradley Stoke, Bristol BS32 4QN.

Road Traffic Accident

A traffic accident involving the Motor Vehicle and at least one other motor vehicle occurring during the Period of Insurance on a public highway or on a private road or car park to which the public has an uninterrupted right of access for which the insured is not at fault and for which another party is at fault.

Uninsured Losses

Loss directly arising out of a Road Traffic Accident where the said loss is not otherwise covered by insurance and either damage occurs to the Motor Vehicle or any personal effects owned by the insured whilst such property is in or on the Motor Vehicle.

Policy Benefits

1. **Telephone Legal Helpline** the insured will have access to a telephone legal helpline which will provide initial advice on any matter of private law. The helpline telephone number is: **08705 533 533**.

2. **Legal Defence** Subject to the following conditions RAC will indemnify the insured against the Legal Costs of Legal Proceedings incurred in connection with the defence of a motoring prosecution brought against the insured in connection with criminal proceedings involving the Motor Vehicle. RAC will appoint an approved Legal Representative to act on behalf of the insured following receipt of a summons or citation by the insured. The insured must cooperate at all times in the completion of any necessary documentation or provision of information requested either by RAC or by the Legal Representative. The insured must not do anything which may prejudice his or her case or RAC's position in respect of the claim. Legal Defence cover will not be provided where there is no reasonable prospect of being acquitted on a citation or summons or where the prosecution alleges dishonesty or violence or which arises from drink, drugs or parking related offences. The Legal Defence indemnity is subject to a maximum limit of £10,000.00 per claim. Legal Defence applies following a prosecution in courts of summary jurisdiction in the United Kingdom, Eire and mainland Europe west of the Urals.
3. **Uninsured Loss Recovery** Subject to the following conditions RAC will indemnify the insured against the Legal Costs of Legal Proceedings incurred in connection with the pursuit of a claim for Uninsured Losses directly arising from a Road Traffic Accident. RAC will appoint an approved Legal Representative from its panel to pursue the claim by negotiation. In the event that the claim is not settled by negotiation and it becomes necessary to issue proceedings, the insured does not have to continue to instruct the Legal Representative nominated by RAC and may propose another Legal Representative. If RAC and the insured are unable to agree on a suitable Legal Representative, RAC will ask the Law Society to name a further Legal Representative. RAC and the insured must accept the Law Society's nomination. In the meantime, RAC may appoint a Legal Representative to act on behalf of the insured to safeguard his or her interests.

General Exceptions

The insured must co-operate at all times in the completion of any necessary documentation or provision of information requested either by RAC or by the Legal Representative. The insured must not do anything which may prejudice his or her case or RAC's position in respect of the claim.

Uninsured Loss Recovery will not be provided if the claim does not have a reasonable chance of success or there is not a reasonable chance of successfully recovering a substantial proportion of any damages which may be awarded. Cover may be refused or discontinued if such prospects do not, or no longer exist.

The Uninsured Loss Recovery indemnity is subject to a maximum limit of £100,000.

Uninsured Loss Recovery applies following Road Traffic Accidents in the United Kingdom, Eire and mainland Europe west of the Urals.

4. **Replacement Vehicle Hire** If the insured is involved in a Road Traffic Accident RAC may, subject to the following conditions, facilitate the insured in hiring a replacement vehicle for the period that the Motor Vehicle is immobilised as a result and/or whilst it is being repaired. To qualify for the Replacement Vehicle Hire assistance the insured must obtain the following details of the responsible third party:

- Name;
- Address;
- Vehicle registration;
- Insurance company name;
- Insurance policy number.

The Insured must comply with the terms and conditions of the hire company selected by the RAC. This will include the completion of a hire and credit agreement.

Following the hire of the replacement vehicle RAC will indemnify the insured against the Legal Costs of Legal Proceedings incurred in connection with the pursuit of a claim for the recovery of the cost of hire as an Uninsured Loss.

Replacement Vehicle Hire applies following Road Traffic Accidents in the United Kingdom.

Your policy does not cover the following:

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

We will not withdraw this cover:

- i. While your car is in the custody or control of a member of the motor trade for the purposes of maintenance or repair, or while your car is being parked by an employee of a hotel or restaurant or car parking service.
 - ii. If the injury, loss or damage was caused as a result of your car being stolen or having been taken without your permission.
 - iii. By reason of the person driving not having a driving licence, if you had no knowledge of such deficiency.
2. Any liability you have accepted in an agreement which you would not have had if that agreement did not exist.
 3. a) Loss or destruction of, or damage to, any property or associated loss or expense, or any other loss; or
 - b) Any legal liability that is directly or indirectly caused by, contributed to by or arising from:
 - i. Ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

General Conditions

- ii. The radioactive, toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
4. a) Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not contributed to by any other cause or event:
- War;
 - Invasion;
 - Act of foreign enemy;
 - Hostilities or warlike operation or operations (whether war has been declared or not);
 - Civil war;
 - Revolution, rebellion or insurrection;
 - Civil commotion which is of such severity or magnitude that it can amount to or be likened to an uprising;
 - Military power (even if properly authorised by the duly elected government); or
 - Usurped power.
- b) Any action taken in controlling, preventing, suppressing or in any way relating to (a) above, except to the extent that is necessary to meet the requirements of the Road Traffic Act.
5. Any accident, injury, loss or damage if any vehicle is registered outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

Claims procedure

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

Cancelling this policy

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

To exercise your right to cancel your policy please contact the Daimler Insurance Services UK Limited Customer Services Helpline on **0845 600 2180** or write to:

Daimler Insurance Services UK Limited,
Burystead Court, Caldecotte Lake Drive,
Caldecotte, Milton Keynes MK7 8ND.

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

We (or any agent we appoint and who acts with our specific authority) may cancel this policy by sending 7 days' notice to your last known address.

If you do not pay the premium (or any part of the premium under the payment option you have chosen) by the due date, we may cancel this policy with effect from the end of the last period for which a payment has been made.

Other insurance

5. If at the time of any claim arising under this policy there is any other insurance policy covering the same loss, damage or liability, we will only pay our share of the claim. This condition does not apply to personal accident benefits under Section 3, which will be paid as indicated under that section.

This provision will not place any obligation upon us to accept any liability under Section 2 which we would otherwise be entitled to exclude under Exception 1 to Section 2.

Your duty to prevent loss or damage

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

Arbitration

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

Your duty to comply with policy conditions

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

Fraud

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

Monthly premiums

10. If you have elected to pay monthly premiums, the schedule of payments will be notified to you. If the initial premium is not paid we may cancel this policy with effect from the commencement date.

If one or more premiums have been paid, non-payment of any subsequent premium on the date it falls due will give Daimler Insurance Services UK Limited the right to cancel the policy with effect from the date to which that premium relates.

Mileage

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

Car sharing and insurance

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

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

Important

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

Complaints Procedure

Our promise of service

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

What will happen if you complain?

- We will acknowledge your complaint within 2 working days.
- We aim to resolve complaints, following assessment and investigation as quickly as possible.

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

What to do should you be dissatisfied

If you are dissatisfied with any aspect of the handling of your insurance we would encourage you, in the first instance, to seek resolution by contacting

- If your complaint is regarding a claim please telephone us on 0845 300 9514 and ask your contact to review the problem.
- If your complaint is regarding Breakdown you can write to us at Customer Care Department, RAC House, Brockhurst Crescent, Walsall WS5 4QZ or telephone us on 0800 731 1104 (for UK related complaints) or 0800 1075861 (for European-related complaints), whichever suits you, and ask your contact to review the problem.

- If your complaint is regarding Legal Assistance you can write to us at RAC Legal Services, Great Park Road, Bradley Stoke, Bristol BS32 4QM or telephone us on **01454 209 200**, whichever suits you, and ask your contact to review the problem.
- If your complaint is regarding anything else you can write to Daimler Insurance Services UK Limited, Burystead Court, Caldecotte Lake Drive, Caldecotte, Milton Keynes MK7 8ND or telephone **0845 600 2180**, whichever suits you, and ask your contact to review the problem.

If you remain unhappy with the decision you receive, you may write to the Chief Executive.

If you are dissatisfied with our final decision (from the Chief Executive Officer), you can refer the matter to the Financial Ombudsman Service (FOS).

Full contact details of both our Chief Executive and the FOS will be provided when we write in response to your complaint.

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

Financial Services Compensation Scheme

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

Further information about the scheme is available from the FSCS website www.fscs.org.uk, or write to: Financial Services Compensation Scheme, 7th floor Lloyds Chambers, Portsoken Street, London E1 8BN.

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Roadside, Recovery and At Home products are provided by RAC Motoring Services, company registration number 1424399, whose registered office is at 8 Surrey Street, Norwich NR1 3NG. Legal Assistance, Onward Travel and European Motoring Assistance are underwritten by RAC Insurance Limited, company registration number 2355834, of the same address. RAC Motoring Services owns 50% of RAC Insurance Limited. Both companies are wholly-owned subsidiaries of Aviva plc, authorised and regulated by the Financial Services Authority.

Mercedes Insurance, Burystead Court, Caldecotte Lake Drive, Caldecotte, Milton Keynes MK7 8ND
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