

## **Occasional Business Use Policy**

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## **Customer Information**

### **Data Protection Notice**

Please read the following carefully as it contains important information relating to the details that you have given us. You should show this notice to any other party related to this insurance.

We are required to send you this information to comply with current Data Protection legislation. It explains how we may use your details and tells you about the systems we have in place that allow us to detect and prevent fraudulent applications and claims. The savings that we make help us to keep premiums and products competitive.

### **Data Protection Act 1998**

All personal information supplied by you will be treated in confidence by the Royal & Sun Alliance Insurance Group of companies and will not be disclosed to any third parties except where your consent has been received or where permitted by law. In order to provide you with products and services this information will be held in the data systems of the Royal & Sun Alliance Insurance Group of companies or our agents or subcontractors.

The Royal & Sun Alliance Insurance Group of companies may pass your personal information to other companies for processing on its behalf. Some of these companies may be based outside Europe in countries that may not have laws to protect your personal information, but in all cases the Group will ensure that it is kept securely and only used for the purposes for which you provided it. Details of the companies and countries involved can be provided to you on request.

### **Fraud Prevention, Detection & Claims History**

In order to prevent and detect fraud we may at any time:

- Share information about you with other organisations and public bodies including the Police;
- Check and/or file your details with fraud prevention agencies and databases, and if you give us false or inaccurate information and we suspect fraud, we will record this. We and other organisations may also search these agencies and databases to:
  - Help make decisions about the provision and administration of insurance, credit and related services for you and members of your household;
  - Trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies;
  - Check your identity to prevent money laundering, unless you furnish us with other satisfactory proof of identity;
- Undertake credit searches and additional fraud searches.

We can supply on request further details of the databases we access or contribute to (see below).

### **Claims History**

Insurers pass information to the Claims and Underwriting Exchange Register, run by Insurance Database Services Ltd (IDS Ltd) and the Motor Insurance Anti-Fraud and Theft Register, run by the Association of British Insurers (ABI).

The aim is to help us to check information provided and also to prevent fraudulent claims.

Under the conditions of your policy, you must tell us about any incident (such as an accident or theft) which may or may not give rise to a claim. When you tell us about an incident, we will pass information relating to it to the registers.

We may search these databases when you apply for insurance, in the event of any incident or claim, or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

### **Identity of Underwriter**

Arranged by HSBC Insurance, Education Practice and underwritten by Royal & Sun Alliance Insurance plc

**How to contact us**

On payment of a small fee you are entitled to receive a copy of the information we hold about you. If you have any questions, or you would like to find out more about this notice you can write to:

Data Protection Liaison Officer  
Customer Relations Office,  
Royal & SunAlliance,  
Bowling Mill,  
Dean Clough Industrial Park,  
Halifax  
HX3 5WA

The Insurers will provide insurance in the terms of this Policy in respect of accidental injury loss or damage happening during the Period of Insurance in the Territorial Limits

The Statement of Fact and any premium payment agreement made by the Policyholder are the basis of and form part of this Policy

Underwritten by  
Royal & Sun Alliance Insurance plc

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**IMPORTANT**

**This Policy (and the Policy Schedule which forms an integral part of the Policy) is a legal contract please examine it thoroughly to ensure it meets your requirements If it does not please advise your insurance adviser immediately**

**We would remind you that you are required to inform us immediately of any facts or changes which we would take into account in our assessment or acceptance of this insurance Failure to do so may invalidate your Policy or result in certain covers not operating fully If you are in any doubt as to whether a fact is material or not please contact your insurance adviser**

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**Law Applicable**

Unless the parties have agreed otherwise in writing any dispute concerning the interpretation of the Policy shall be governed and construed in accordance with English law and shall be resolved within the non-exclusive jurisdiction of the courts of England and Wales.

**Definitions**

The words listed below carry the same meaning wherever they appear in the Policy if they commence with a capital letter and their meaning is not varied by a Definition in a particular Section

**Accessories**

means audio visual recording or reproduction equipment and communications or navigation equipment permanently fitted to the Insured Vehicle safety equipment for use solely in connection with the Insured Vehicle and manufacturer's tool kit

**British Isles**

means

- a) Great Britain
- b) Northern Ireland
- c) the Isle of Man
- d) the Channel Islands
- e) transit by water rail or air within or between any of these territories provided this transit is by a commercial carrier

**Certificate of Motor Insurance**

means the document which provides evidence that an insurance contract is in force which satisfies the requirements of the current road traffic legislation

The Certificate of Motor Insurance

- a) has the same number as the Policy
- b) shows who may drive the Insured Vehicle
- c) shows the uses to which the Insured Vehicle can be put
- d) shows the uses to which the Insured Vehicle cannot be put

**Endorsement**

means an amendment to the Policy

**Insured Vehicle**

means any Motor Car registered in in the British Isles (including its Accessories and spare parts while thereon) mentioned by Description of Vehicles or Registration Number in the Certificate of Motor Insurance bearing the number of this Policy as the certificate number which has been delivered to the Policyholder and remains effective or mentioned by Description of Vehicles or Registration Numbers in the Policy Schedule

**Insurers**

means Royal & Sun Alliance Insurance plc

**Motor Car**

means any private passenger carrying motor vehicle with not more than eight passenger seats

**Period of Insurance**

means

- a) the duration of the Policy as shown on the Certificate of Motor Insurance and
- b) any subsequent period for which the Insurers may accept payment for the renewal of this Policy

**Persons Entitled to Drive**

Means

- a) any employee of the Policyholder
- b) any volunteer acting on the order of the Policyholder

c) any member of the Policyholder's governing body

**Policy**

means the documents consisting of

- a) the Statement of Fact
- b) this policy wording
- c) the Schedule
- d) the Certificate of Motor Insurance and
- e) any Endorsements

**Policy Schedule**

means the document which describes any details specific to the Policyholder

**Policyholder**

means whoever is named in the Policy Schedule under the heading Policyholder/Insured

**Statement of Fact**

means the document setting out information provided by the Policyholder or representative as being relevant to the cover applied for and assumptions the Insurer has made about factual circumstances relevant to the cover and which are confirmed by the Policyholder as true and correct

**Territorial Limits**

means the British Isles subject to Section 2 Liabilities to Third Parties Sub-Section 5 – Cover in Europe and in the course of transit (including processes of loading and unloading) by sea between any ports therein provided that such transit shall be by any recognised sea passage of not longer duration under normal conditions than 65 hours

**Terrorism**

means acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence HM Government in the United Kingdom or any government de jure or de facto

**Trailer**

means any trailer which is properly constructed to be towed by a Motor Car

## **Section 1 - Loss of or Damage to the Insured Vehicle**

### **A Cover**

#### **Comprehensive Cover**

If the Insured Vehicle is lost or damaged the Insurers will indemnify the Policyholder or at the Policyholder's request any Persons Entitled to Drive by at their own option repairing or replacing the Insured Vehicle or paying the amount of the loss or damage

The Insurers' liability in respect of the Insured Vehicle shall not exceed the market value immediately prior to such loss or damage

### **B Extensions**

#### **1 Extension of Cover**

While the Insured Vehicle is in the custody or control of a member of an hotel restaurant car park or similar commercial organisation for parking the following shall be inoperative

- a) Exception 1 of this Section
- b) General Exceptions A a) and A c) of Section 5

#### **2 Recovery and Redelivery**

Following loss or damage insured by this Policy the Insurers will pay the reasonable cost of

- a) protection and removal of the Insured Vehicle if disabled to the nearest competent repairers
- b) delivery after repair or after recovery of the Insured Vehicle to the address in the British Isles of the Policyholder or the Persons Entitled to Drive

#### **3 Hiring and other Agreements**

If the Insurers know that the Insured Vehicle is hired leased or loaned to the Persons Entitled to Drive under a hire purchase vehicle leasing or other agreement any payment shall be made to the owner whose receipt shall be a discharge of any claim under this Section

#### **4 Authority to Repair the Insured Vehicle**

Following damage insured by this Policy the Policyholder may authorise the repair of the Insured Vehicle provided that the Insurers are notified immediately

## C Exceptions

### Exceptions to Section 1

The Insurers shall not be liable for the first amount stated below of any claim for loss or damage while the Insured Vehicle is being driven by or is in the charge of any person who

- |                             |      |
|-----------------------------|------|
| a) is under 23 years of age | £100 |
| b) is over 23 years of age  | £25  |

This Exception shall not apply to loss or damage

- i) resulting from fire lightning explosion theft or attempted theft or the taking away of an Insured Vehicle without the consent of the Policyholder
- ii) to the windscreen or windows where this is the only damage to the Insured Vehicle other than scratching of bodywork resulting from the breakage

2 loss or damage due to the theft or attempted theft occurring while the Insured Vehicle is left unlocked with the ignition key inside the vehicle

3 loss of use

4 depreciation wear & tear

5 mechanical electrical electronic or computer breakdowns breakages or failures

6 loss resulting from deception by a purported purchaser or his agent

7 damage to tyres by application of brakes or by punctures cuts or bursts

8 loss or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

9 loss of value following repair

## **Section 2 - Liability to Third Parties**

### **A Cover**

#### **Sub-Section 1 - Indemnity to Policyholder**

The Insurers will indemnify the Policyholder in respect of legal liability incurred for damages and claimant's costs and expenses in respect of accidental

- a) death of or bodily injury to any person
- b) loss of or damage to material property provided that the Insurers' liability shall not exceed £20,000,000 or such greater sum as may be compulsorily insurable in the country in which the insured event occurs in respect of any one claim or number of claims arising out of one cause
- c) stoppage of or interference with pedestrian vehicular rail air or waterborne traffic or escape or discharge of any substance or gas up to a limit of £1,000,000 any one claim or number of claims arising out of one cause

in connection with the use of the Insured Vehicle or an attached trailer including loading or unloading

The Insurers will in addition pay in respect of any event which may be the subject of indemnity under this Sub-Section

- i) solicitors' fees for representation at any coroner's inquest or fatal inquiry or court of summary jurisdiction
- ii) costs and expenses incurred with their written consent
- iii) the costs of defence against a charge of manslaughter or causing death by reckless or dangerous driving

#### **Sub-Section 2 - Indemnity to Other Persons**

The Insurers will also indemnify in the terms of Sub-Section 1

- a) any person permitted to drive the Insured Vehicle under the terms of the Certificate of Motor Insurance
- b) any passenger in the Insured Vehicle other than the driver
- c) i) any principal with whom the Policyholder has an agreement
  - ii) any hirer of the Insured Vehicle other than under a hire purchase agreement

provided that the Insurers shall not be liable in respect of liability arising from the act default or neglect of the principal/hirer his servant or agent

- d) the legal personal representatives of any person entitled to indemnity under this Section in respect of liability incurred by that person

The total amount payable by the Insurers in respect of any of the Sections irrespective of the number of parties insured by this Policy having a claim under this Policy in respect of such Sections shall not exceed in the whole any stated Limits of Liability

For the purposes of any stated Limits of Liability all of the parties insured under this Policy shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely the Insurers and the Policyholder

### **Sub-Section 3 - Cross Liabilities**

If the Policyholder comprises more than one party which in the case of a partnership includes each individual partner the Insurers will indemnify each in the terms of this Policy against liability incurred to the other as if such other was not included as a Policyholder

### **Sub-Section 4 - Towing Disabled Vehicles**

The Insurers will provide indemnity in the terms of this Section while the Insured Vehicle is being used for the purpose of towing one disabled mechanically-propelled vehicle providing that

- a) the vehicle is not towed for reward
- b) the Insurers shall not be liable in respect of loss or damage to the towed vehicle or property being conveyed by such vehicle

### **Sub-Section 5 - Cover in Europe**

The Insurers will indemnify the Policyholder in the terms of Section 2 Liabilities to Third Parties while any vehicle insured by this Policy in any of following countries

- a) any country which is a member of the European Union
- b) any country:-
  - i) which agrees to meet European Commission Directives on motor insurance and
  - ii) of which the European Commission is satisfied that arrangements have been made to meet the requirements of these Directives

## **B Exceptions**

### **Exceptions to Section 2**

The Insurers shall not be liable

- a) for liability arising from the loading or unloading beyond the limits of any carriageway or thoroughfare by any person other than the driver or attendant of the Insured Vehicle
- b) for death of or bodily injury to any person arising out of and in the course of such person's employment by the person claiming indemnity under this Section except as is required by any road traffic legislation
- c) to indemnify any person driving unless that person holds a licence to drive the Insured Vehicle or has held and is not disqualified for holding or obtaining such a licence
- d) to indemnify any person not driving but claiming indemnity if to his knowledge the person driving does not hold a licence to drive the Insured Vehicle unless he has held and is not disqualified for holding or obtaining such a licence
- e) to indemnify any person other than the Policyholder if that person is entitled to indemnity under any other policy
- f) for damage to any motor vehicle in connection with which indemnity is provided by this Section
- g) for damage to property owned by or in the custody or control of
  - i) the Policyholder or any person claiming indemnity under this Section or
  - ii) any person in the service of the Policyholder or any person claiming indemnity under this Section where the property is in the custody or control of that person by virtue of that service

h) for damage to property being conveyed by the Insured Vehicle

i) for any liability of whatsoever nature directly caused by or contributed to by or arising from the Insured Vehicle while in or on that part of any commercial or military airport or airfield provided for

- i. the take-off or landing of aircraft or the movement of aircraft on the ground
- ii. aircraft parking including any associated service roads refuelling areas ground equipment parking areas aprons maintenance areas and hangars  
except as is required by any road traffic legislation

j) for injury loss or damage directly or indirectly caused by pollution or contamination unless caused by a sudden identifiable unintended and unexpected incident which occurs in its entirety at a specific time and place during the Period of Insurance

For the purpose of this Exception pollution or contamination shall mean actual alleged or threatened release discharge escape or dispersal of any solid liquid gaseous or thermal irritation contaminant including smoke vapour soot fumes acids alkalis chemical or waste (including materials to be recycled reconditioned or reclaimed)

but Exceptions c) and d) shall not apply when a licence is not required by law

### **Section 3 – Trailers**

#### **A Cover**

A Trailer shall be insured in the terms of this Policy as though it were an Insured Vehicle if it is attached to a Motor Car

#### **B Exceptions**

The Insurers shall not be liable if the Insured Vehicle to which an insured Trailer is attached is drawing a greater number of Trailers than is permitted by law

## **Section 4 - Special Provisions**

### **A Customs Duty**

Provided that liability arises directly from the loss or damage insured by this Policy and that the Insured Vehicle is insured for Comprehensive Cover the Insurers will indemnify the Policyholder against liability for the enforced payment of customs duty

### **B Other Charges**

The Insurers will indemnify the Policyholder against General Average Contribution and Salvage and Sue and Labour charges incurred due to the transportation of the Insured Vehicle by sea  
Provided always that  
the contribution relates to the value of such Insured Vehicle

### **C Medical Expenses**

If any occupant of the Insured Vehicle shall in direct connection with the Insured Vehicle sustain any bodily injury caused by accidental external means and the Insured Vehicle is insured for Comprehensive Cover the Insurers will at the request of the Policyholder pay medical expenses in connection with that injury up to the amount shown in the Policy Schedule for each person injured

### **D Emergency Treatment**

The Insurers will indemnify any person using the Insured Vehicle in respect of liability under the current road traffic legislation to pay for Emergency Treatment fees

### **E Emergency Overnight Accommodation**

In the event of the Policyholder or any other person entitled to drive being deprived of the use of the Insured Vehicle as a result of loss or damage insured under this Policy and being unable to reach his or her destination the same day we will pay necessary expenses for emergency accommodation limited to two nights and not exceeding £50 for the driver or £250 for all occupants of the vehicle

## **Section 5 - General Exceptions**

The Insurers shall not be liable in respect of

### **Exception A - Use and Driving**

death injury loss or damage occurring or liability arising while the Insured Vehicle is being

- a) used otherwise than in accordance with the limitations as to use in the Certificate of Motor Insurance
- b) driven by Persons Entitled to Drive unless he holds a licence to drive the Insured Vehicle or has held and is not disqualified for holding or obtaining such a licence
- c) driven by any person
  - i) who is not specified in the Certificate of Motor Insurance
  - ii) who the Policyholder or his representative knows does not hold a licence to drive the Insured Vehicle unless he has held and is not disqualified for holding or obtaining such a licence

but Exceptions b) and c) shall not apply when a licence is not required by law

### **Exception B - Contractual Liability**

- a) any liability for liquidated damages fines or penalties
- b) any liability which attaches because of an agreement but which would not have attached in the absence of that agreement unless the conduct and control of claims is vested in the Insurers

### **Exception C - Radioactive Contamination**

loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

- a) ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

### **Exception D – War**

any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power except so far as is necessary to meet the requirements of any road traffic legislation

### **Exception E - Riot and Civil Commotion**

any consequence of riot or civil commotion occurring in Northern Ireland

This Exception does not apply to Section 2 – Liability to Third Parties

### **Exception F – Terrorism**

any consequence of Terrorism except so far as is necessary to meet the requirements of any road traffic legislation.

This Exception does not apply to Section 1 – Loss or Damage to the Insured Vehicle

## **Section 6 – Conditions**

### **Condition A - Compliance with Policy Terms**

The liability of the Insurers will be conditional on the Policyholder complying and as appropriate any other person entitled to indemnity complying as though they were the Policyholder with the terms of this Policy

### **Condition B - Reasonable Precautions**

The Policyholder shall take and cause to be taken all reasonable precautions to prevent injury loss or damage and shall maintain the Insured Vehicle in a roadworthy condition The Insurers shall have free access to examine the Insured Vehicle at all reasonable times

### **Condition C - Claims Procedures and Requirements**

- a) The Policyholder must report all accidents claims and civil or criminal proceedings to the Insurers in writing as soon as possible
- b) Every letter claim writ or other document relating to any accident claim or civil proceedings must be sent to the Insurers immediately and unacknowledged
- c) No admission of liability or promise of payment may be made without the Insurers' written consent
- c) The Policyholder will give all information and assistance as required

### **Condition D - Insurers' Rights**

- a) The Insurers are entitled to take over and conduct the defence or settlement of any claim at their discretion
- b) The Insurers may at any time pay the limit of liability referred to in Sub-Section 1 of Section 2 after deduction of any sum or sums already paid or any less amount for which any claim or claims can be settled and shall then relinquish the conduct and control thereof and be under no further liability in respect thereof except for the payment of costs and expenses incurred prior to the date of such payment

### **Condition E - Right of Recovery**

The Policyholder shall repay to the Insurers all sums paid by them because of the requirements of any law if the Insurers would not have been liable for those payments by the terms of this Policy

### **Condition F - Application of Limits of Liability**

In the event of any accident involving indemnity to more than one person any limitation in this Policy of the amount of that indemnity shall apply to the aggregate amount and such indemnity shall apply in priority to the Policyholder

### **Condition G - Declaration and Premium Adjustment**

The premium payable will be based upon the number of Persons Entitled to Drive covered during each Period of Insurance and the Policyholder is required to provide the estimated numbers of all Persons Entitled to Drive before the commencement of each Period of Insurance

### **Condition H – Cancellation**

This Policy may be cancelled

a) by the Insurers sending thirty days notice by letter to the last known address of the Policyholder (and in the case of Northern Ireland to the Department for the Environment for Northern Ireland) The Policyholder shall be entitled to a pro rata return of premium calculated from the date of cancellation or if a Certificate of Motor Insurance has been issued from the date of return to the Insurers of such Certificate

b) by the Policyholder who shall be entitled to a return of premium after deduction of premium at the Insurers' short period rates for the period the Policy has been in force calculated from the date of receipt by the Insurers of notice of cancellation or if a Certificate of Motor Insurance has been issued from the date of receipt by the Insurers of such Certificate

### **Condition I - Cancellation – Consumer Credit Termination Clause**

The Insurers reserve the right to terminate the Policy in the event that there is a default in instalments payment due under any linked loan agreement

The Policyholder must return the Certificate of Insurance to the Insurers if the Insurers cancel the Policy.

## **COMPLAINTS PROCEDURE**

We aim to provide you with a first class service. If we have not delivered the service that you expect or you are concerned with the service provided, we would like the opportunity to put things right.

### **Our complaints process**

- Initially, please raise your concerns with your usual business contact.
- If your complaint is not resolved or you are not happy with our response and the course of action proposed, you can progress your complaint to our Customer Relations Office.
- A separate investigation will then be carried out in an attempt to resolve your complaint and a final decision issued. However, if resolution is not possible they will issue a response within 8 weeks of your original complaint.

### **Customer Relations Contact Details**

Customer Relations Office  
Royal & Sun Alliance Insurance plc  
Bowling Mill  
Dean Clough Industrial Park  
Halifax  
HX3 5WA  
Telephone: 0800 1076160  
Fax: 01422 325146  
Email: [halifax.customerrelationsoffice@uk.royalsun.com](mailto:halifax.customerrelationsoffice@uk.royalsun.com)

### **What to do if you are still not satisfied**

If you are still not satisfied Royal & SunAlliance is regulated by the Financial Services Authority whose arbitration service is the Financial Ombudsman Service, and you may be able to refer your complaint to them.

Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR  
Telephone: 0845 0801800  
Email: [enquiries@financial-ombudsman.org.uk](mailto:enquiries@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

### **Your rights**

Your rights as a customer to take legal action remain unaffected by the existence or use of any complaint procedures referred to above. However, the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

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