



Car insurance policy booklet

Your Financial Ally

Call Us 00 800 00 01 02 03
0044 (0)345 658 1140
www.forcesmutual.org

Forces
Mutual



Important contact numbers

Policy amendments

Monday to Friday 09:00 to 17:00.

00 800 00 01 02 03
or +44 (0) 345 658 1140

Claims notification and helpline

Open 8:30 to 18:00 Monday to Friday and 9:00 to 13:00 on Saturday mornings.

0330 041 6180

European claims helpline

Monday to Friday 9:00 to 17:00.

Dial the international exchange for the country you are dialing from first.

+44(0)330 041 6180

Emergency out of office hours claims helpline

24 hours a day 365 days a year.

0330 041 6180
or +44 (0) 330 041 6180

Glass helpline

24 hours a day 365 days a year.

0800 096 3456

European Glass helpline

24 hours a day 365 days a year.

+44(0)330 041 6180

For your protection calls are recorded and may be monitored.

Welcome to Forces Mutual Car Insurance

Thank you for choosing Forces Mutual Car Insurance, underwritten by Royal & Sun Alliance Insurance plc (RSA), who are one of the UK's largest and oldest insurers.

Forces Mutual Car Insurance is arranged by PMGI Ltd (trading as Forces Mutual), acting on behalf of RSA.

We would also like to wish you an enjoyable and hassle-free period of motoring.

When you deal with Forces Mutual and RSA, you can be sure everything will be simple and straightforward. You will have direct access to knowledgeable, friendly staff who will give you a quick and efficient service. Both Forces Mutual and RSA are committed to providing a first-class service to our customers.

Please check all of the information provided.

Please check your policy schedule, and/or statement of fact and certificate of motor insurance carefully as your policy may be declared void and you will not be entitled to any benefits or help if you falsely represent or fail to fully and accurately disclose, the answers to requested information as part of your application for this insurance; or any further changes you ask for under this policy.

For example, this could include

- not telling us about motoring convictions or fixed penalties or not providing a driving licence number
- not telling us about unspent criminal convictions
- not telling us about previous accidents or losses, even if a claim was not made
- not telling us about modifications to your car
- giving us false information about who is the registered keeper or owner of your car
- giving us false information about the main user of your car

THIS IS NOT A FULL LIST. YOUR SCHEDULE AND/OR STATEMENT OF FACT CONTAINS ALL OF THE INFORMATION WE NEED TO DETERMINE YOUR ELIGIBILITY FOR THIS POLICY AND HOW MUCH YOUR PREMIUM SHOULD BE. YOU MUST CONTACT FORCES MUTUAL IF ANYTHING ON YOUR SCHEDULE AND/OR STATEMENT OF FACT IS INCORRECT OR CHANGES.

If you commit fraud in connection with your application for this policy or with any changes to it, we will not make any payment, provide any other help or benefits, and will not return any premium to you. Where Forces Mutual or RSA identify fraud we reserve the right to void your insurance with immediate effect and without providing you with any notification or warning. Where we void the policy we will contact you at your last known valid address which could be either postal or e-mail. If the postal address used is known to be fraudulent no postal communication will be issued.

Conditions that apply to the policy and in the event of a claim are set out in your policy wording. It is important that you comply with all policy conditions and you should familiarise yourself with any requirements. If you have an accident or theft your policy wording explains what you should do. Help line telephone numbers are shown on page 2 for quick reference should you need to get in touch with us.

In addition the 'How to make a claim' section provides useful information on what to do in the event of an accident and what information to record at the scene.



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Please note that not all of the sections listed below will apply to your policy.
Sections relevant to you are shown in your schedule.

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Policy definitions

The words defined below will have the same meaning wherever they are shown in **your policy** in bold print.

Accessories

Accessories are defined as:

- child safety seats;
- roof racks;
- roof boxes; and
- cycle carriers.

British Isles

The **British Isles** are:

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

Certificate of Motor Insurance

The document which proves that **you** have insurance with **us** in respect of this **policy** in line with road traffic laws.

Driver

Anyone who is shown on **your certificate of motor insurance** as being entitled to drive **your car** and who has **your** permission to drive it.

Excess

The amounts shown in **your schedule** which **you** must pay when **you** make a claim.

In-car equipment

In-car equipment is:

- a radio, cassette, compact disc player or other audio equipment;
- a phone or other communication equipment;
- satellite navigation systems;
- television or other visual entertainment equipment including video cassette recorders, DVD players and game consoles.

The above equipment, except for portable satellite navigation systems, must be permanently fitted in **your car**.

The conditions and exceptions which apply to your policy are shown on pages 36 to 41



Key(s)

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

Market value

The cost of replacing **your car** with a car of the same make, model, specification, mileage and age, in the same condition as **your car** was immediately before the loss or damage **you** are claiming for.

No claim discount

A discount from **your** premium in return for **you** not making a claim.

Period of insurance

Your policy runs for the period specified in **your schedule(s)**

Policy

Your policy is made up of:

- this **policy** wording;
- **your schedule**; and
- **your certificate of motor insurance**
- **your** statement of facts

Schedule

The document which describes:

- **you**;
- any other **driver**; and
- any special details of **your policy** such as **excesses** or special terms and conditions.

Temporary hire car

Any car supplied to **you** under an agreement between **us** and one of our **temporary hire car** suppliers.

Territorial limits

These are:

- the **British Isles**;
- any country which is a member of the European Union; and
- any other country which meets the motor insurance Directives of, and is approved by, the European Commission.
- journeys by water, rail or air between or within any of these countries, as long as:
- **your car** is transported by a commercial carrier; and
- if transport is by water, the route taken does not last more than 65 hours under normal circumstances.

The conditions and exceptions which apply to your policy are shown on pages 36 to 41





Terrorism

A person acting on behalf of or in connection with any organisation which carries out:

- activities directed towards the overthrowing or influencing, by force or violence, of H.M. government in the United Kingdom, or;
- any legitimate government whether or not legally established.

However this definition will only apply in respect of cover provided in excess of the minimum Road Traffic Act requirements or as required under local legislation.

We, us, our

Royal & Sun Alliance Insurance plc and anyone **we** may appoint to act on **our** behalf.

You, your

The person named as the policyholder in:

- **your certificate of motor insurance**; and
- **your schedule**.

Your car

The car:

- whose details have been reported to and accepted by Forces Mutual; and
- whose registration number or chassis number is shown in **your certificate of motor insurance** and **your schedule**.

This includes any **in-car equipment** fitted as standard by the manufacturer.

Your family

A parent, child, grandchild of either the policyholder or the policyholders partner living at the same address as the policyholder.

Your partner

This means the partner, or husband or wife of the policyholder living at the same address as the policyholder and/or sharing financial responsibility. This does not include business partners or associates.

The conditions and exceptions which apply to your policy are shown on pages 36 to 41



Your car policy

This is **your** Forces Mutual **policy** wording.

The information **you** provided, and the declaration **you** agreed to, along with this **policy** wording, **your schedule** and **your certificate of motor insurance** are all part of **your policy**. Please read them all to avoid any misunderstandings.

Your policy sets out the contract between **you** and **us**, and in return for the premium **we** will cover **you** during the **period of insurance** under the terms set out in **your policy**. This **policy** wording, together with **your schedule**, gives **you** the details of what **your policy** does and does not cover. Please pay special attention to those pages describing the Conditions and Exceptions which apply to **your** whole **policy**.

It also contains information about our 24-hour helplines, and how to make a claim.

We hope **you** are happy with **your policy**. If **you** are not, please advise us within 14 days of the date **you** received **your policy** documents. **Your** premium will be refunded money provided there have been no claims under the **policy** and **you** confirm that **you** are not aware of any incident which may give rise to a claim under this **policy**.

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both **you** and **we** may choose the law which applies to this contract, to the extent permitted by those laws. Unless **you** and **we** agree otherwise, **we** have agreed with **you** that the law which applies to this contract is the law which applies to the part of the United Kingdom in which **you** live, or, if **you** live in the Channel Islands or the Isle of Man, the law of whichever of those two places in which **you** live.

We and **you** have agreed that any legal proceedings between **you** and **us** in connection with this contract will only take place in the courts of the part of the United Kingdom in which **you** live, or, if **you** live in either the Channel Islands or the Isle of Man, the courts of whichever of those two places in which **you** live.

If **you** are either a non-United Kingdom, non-Channel Islands or non-Isle of Man resident and have taken out the policy whilst living temporarily in the United Kingdom, the Channel Islands or the Isle of Man, for the above purposes the place where **you** live will be **your** temporary address within the United Kingdom, the Channel Islands or the Isle of Man (as the case may be).

The conditions and exceptions which apply to your policy are shown on pages 36 to 41

How to make a claim

What to do immediately after an incident

You first priority should be **your** safety and to call for medical help if **you** or anyone is injured. Please then make sure **you** follow these guidelines:

Stop if **you** are involved in an accident and exchange:

- names, addresses, witness details
- insurance company details (including policy numbers)
- registration numbers.

If a commercial vehicle, **you**'ll need the lorry cab and trailer numbers.

If anyone is injured, report to the Police within 24 hours.

If **your car** or anything is stolen report it to the Police.

If **you** have a camera, take photographs of the accident scene to include:

- position of cars and other vehicles involved in the accident
- the road layout, and accident scene
- any obstructions to **your** or other road users vision
- anything which could be relevant to the cause of the accident – e.g. speed/distance/weather conditions.

A sketch will suffice in the absence of photographs.

Don't admit to any blame, or offer any payment as this could make handling **your** claim difficult, and may affect **your** rights.

Don't reply to any letters or documents received but forward to **us** immediately.

How to notify a claim and the information we will need

You can notify **us** by phone.

If **you** have an incident in the British Isles, call the Claims notification and helpline on 0330 041 6180. For incidents outside the British Isles call the European claims helpline on +44(0)330 041 6180.

If **we** then decide that **we** need an Incident or Theft Report form **we** will send one which **you** should complete and return immediately.

When **you** contact **us** **you** will need to provide the following:

- ideally the information collected in the above section
- personal details to confirm **your** identity
- **your** policy number

The conditions and exceptions which apply to your policy are shown on pages 36 to 41



- name, address and contact phone numbers for **you** and the driver of the car if not **you**
- details of when, where, how the accident happened
- information about the vehicles involved and any damage sustained
- information about any injuries sustained or damage to property information as to which of the emergency services were called
- **your** thoughts on who was to blame for the accident
- details of any convictions or claims that **you** or any named driver may have had in the last 5 years.

Claims conditions require that **you** must give **us** any help or information **we** need.

If you have an incident outside the British Isles

If **you** have an incident abroad, follow the procedure below.

1. Immediately report the incident to the police if anybody involved in the incident is injured or if there is a disagreement with the other driver. Get details of the police team that attended the scene or whom the incident was reported to.
2. Give **your** name and address, and **our** name and address to the other party and produce **your** certificate of motor insurance.
3. Get the name and address of the other driver, details of their motor insurer (including policy number) and information about the registration and ownership of the other vehicles involved
4. Call **our** European claims helpline as soon as possible, particularly if anybody is injured.
5. Never make any statement or sign any document (other than the European accident statement) without the advice of a lawyer or competent official.
6. Only sign the European accident statement, particularly if written in a foreign language, if **you** are certain that **you** understand and agree with every word.
7. If **you** have a camera or camera phone, take photographs showing the layout of the scene and positions of the vehicles from various angles.
8. Use **your** European accident statement (the various linguistic editions of this form are identical throughout Europe) and be sure to get the following details:
 - the make, registration number and colour of the other vehicle and whether it is right or left-hand drive. If the third party vehicle is a lorry obtain the number of both the cab and trailer units. In some countries these have different registration numbers.
 - the full names, addresses and occupations of independent witnesses.
 - the date, time and exact place of the incident.
 - the speeds of **your** own and the other vehicle.
 - signals given by **you** and the other driver.
 - weather and road conditions.
 - names and addresses of people injured and details of those injuries.
 - details of damage to **your** own and other vehicles.

If **you** do not have a European accident statement, collect the information listed above.

The conditions and exceptions which apply to your policy are shown on pages 36 to 41



What you should do if there is an incident or theft

If **your car** has been damaged but can still be driven following an incident which is insured under **your policy**, **our** aim is to get repairs done as quickly as possible.

Swift help from our assistance services

Whether or not **your car** can be driven, **we** will be on hand to help.

If an incident within the **British Isles** or within the country in which **you** are based with British Forces is covered under **your policy**, our assistance services will aim to be with **you** within one hour of **you** phoning **our** claims helplines.

They will provide emergency assistance for **you**, **your car** and for **your** passengers.

Your car will be taken to one of **our** recommended repairers.

If **you** are involved in an incident outside the **British Isles** or outside the country **you** are based with British Forces, **our** European helpline can help.

They will provide emergency assistance for **you**, **your car** and for **your** passengers.

They will arrange for **your car** to be brought back to the **British Isles** or to the country in which **you** are based with British Forces, where **our** normal claims service will apply. Simply call **+44(0)330 041 6180**.

Car repairs – if your car is damaged

We take pride in the claims service **we** offer to **our** customers. Where **your policy** provides cover for damage to **your car** **we** have a network of recommended repairers who will collect and redeliver **your car**. If **you** use one of **our** recommended repairers **we** will:

- collect **your damaged car**
- commence the repair process as soon as **your car** arrives on the premises
- provide a lifetime guarantee on all repairs completed within the **British Isles** – safeguarding any existing warranty **you** may have
- provide a three year guarantee for all repairs completed outside the **British Isles**
- if repairable, fix **your car**, clean it inside and out, and deliver it back to **you**
- provide a **temporary hire car** for the duration of repairs.

Any **temporary hire car** provided by **us** is intended to keep **you** mobile whilst the repairs are carried out and it is not meant to be equivalent of **your car**.

If **you** have purchased the enhanced **temporary hire car** benefit then **we** will provide a 5 door car with a minimum engine size of 1.6 litre with room to seat 5 people. This benefit is available in the **British Isles** only. Please check **your schedule** to check if **you** have this cover.

Where **you** choose not to use one of **our** recommended repairers **we** will arrange for the damaged car to be examined by one of **our** motor engineers to agree the repair cost with **your** nominated repairer. The inspection should happen within two working days of **you** providing repair details to **us**.

The conditions and exceptions which apply to your policy are shown on pages 36 to 41



If **you** choose any other car repairer, it will not affect **your** right to claim. However, **we** may not be able to arrange any of the above benefits or automatically insure any replacement car for **you**.

If **you** have a vehicle which is modified for disability which means **your** needs cannot be met by a **temporary hire car**, **we** will pay up to £30 per day towards travel costs.

If your car is stolen or not fit to drive

If **your car** is stolen or not fit to drive following an incident within the **British Isles** or within the country in which **you** are based with British Forces, and which is insured under **your policy**, call the claims helpline and our team of experts will move into top gear to get **you** back on the road.

We will arrange for **you** to have a **temporary hire car** for up to 48 hours straight after the incident. **We** will pay for this.

We will not be able to provide a **temporary hire car** if **you** are involved in an incident whilst outside the **British Isles** or outside the country **you** are based with British Forces.

What temporary hire car am I entitled to?

Hire car entitlement as a result of an incident within the British Isles or within the country you are based with British Forces.

Your situation	Comprehensive	Your entitlement
Your car is being repaired at one of our recommended repairers	✓	We will provide a temporary hire car for the duration of repairs
Your car has been stolen and not recovered	✓	We will provide a temporary hire car for up to a total of 14 days, or up until your settlement cheque is received (whichever is earlier)
Your car has been damaged beyond economical repair following an incident	✓	We will provide a temporary hire car for up to a total of 14 days, or up until your settlement cheque is received (whichever is earlier)
Your car has been damaged beyond economical repair following a fire or theft	✓	We will provide a temporary hire car for up to a total of 14 days, or up until your settlement cheque is received (whichever is earlier)

Hire car entitlement as a result of an incident outside the British Isles or outside the country you are based with British Forces.

We will not be able to provide a **temporary hire car** if **you** are involved in an incident whilst outside the **British Isles** or outside the country **you** are based with British Forces.

Hotel accommodation

Our Claims notification and helpline can help **you** arrange emergency overnight accommodation if **you** cannot continue **your** journey. Simply pay for the accommodation yourself and **we** will give **you** a refund when **you** claim. (See **your policy schedule** for the maximum amounts **we** will pay.)

The conditions and exceptions which apply to your policy are shown on pages 36 to 41



Glass replacement

Our glass helpline will send **you** to one of our recommended windscreen companies. Simply pay the **excess** – they will do the rest.

Simply call **0330 041 6180** within the **British Isles**
+44(0)330 041 6180 outside the **British Isles**

If your car has been damaged by an uninsured driver within the British Isles

If **you** make a claim for an incident that is not **your** fault and the **driver** of the other vehicle is confirmed as uninsured, ultimately **your no claim discount** will not be affected and any excess paid will be refunded.

When **you** claim, **you** may have to pay **your excess**. Also if when **your** renewal is due **your** claim is not settled, **your no claim discount** may be reduced and **you** may be required to pay an increased premium. However, once **we** confirm that the incident was the fault of the uninsured **driver we** will reimburse any **excess** paid, reinstate **your no claim discount** and refund any extra premium **you** have been asked to pay.

If you need legal advice

If **you** need legal advice, **we** offer a free legal advice service. **You** will have to pay for the cost of the call. **Our** team of qualified legal advisers can give **you** free, confidential advice on motoring matters.

Here are some examples of the help they can give **you**.

- They can provide legal advice on consumer issues which relate to motoring. They can tell **you** about **your** rights if **you** are unhappy with a car which **you** have bought.
- They can provide **you** with legal advice if **you** are facing prosecution for driving or parking offences.

This service is confidential, and **you** can stay anonymous if **you** want.

To use it, call **01132 982 632** and ask to speak to a legal adviser. Please quote code **33885**, together with the renewal date on **your** current **certificate of motor insurance**.

If you need someone to talk to

If **you** need someone to talk to after an incident, **we** offer a free counselling service. **You** will have to pay for the cost of the call. This is available for **you** and members of **your** immediate family and is for motoring matters only. **Our** experienced, qualified counsellors can help **you** when **you** need it most.

Here are some examples of the help they can give **you**.

- They can help **you** come to terms with trauma after an incident.
- They can help **you** come to terms with injuries, disability and bereavement.
- They can offer **you** victim support (for example, if **your car** is stolen).
- They can even offer counselling for stress which has been caused by motoring.

This service is confidential, and **you** can stay anonymous if **you** want.

To use it, call **01132 982 632** and ask to speak to a counsellor. Please quote code **33885**, together with the renewal date on **your** current **certificate of motor insurance**.

The conditions and exceptions which apply to your policy are shown on pages 36 to 41

Complaints Procedure

Our commitment to customer service

At Forces Mutual and RSA **we** are committed to going the extra mile for **our** customers. If **you** believe that **we** have not delivered the service **you** expected, **we** want to hear from **you** so that **we** can try to put things right. **We** take all complaints seriously and following the steps below will help **us** understand **your** concerns and give **you** a fair response.

Complaints relating to your policy

If **you** have a sales, service or renewal related complaint then please direct **your** complaint to the Forces Mutual complaint team.

Complaints to Forces Mutual can be made by:

Writing: Forces Mutual, 5th Floor, 20 Chapel Street, Liverpool L3 9AG

Email: groupcomplaintsteam@forcesmutual.org

Telephone: 00 800 00 010203

Complaints relating to a claim

If **your** complaint relates to a claim then please call the RSA claims helpline number shown on page 2 of **your** policy wording.

Step 1

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

Step 2

In the unlikely event that **your** concerns have not been resolved within this time, **your** complaint will be referred to **our** Customer Relations Team who will arrange for an investigation on behalf of **our** Chief Executive.

RSA Customer Relations can be contacted by:

Writing: RSA, PO Box 255, Wymondham NR18 8DP

Email: crt.halifax@uk.rsagroup.com

The conditions and exceptions which apply to your policy are shown on pages 36 to 41



If you are still not happy

If **you** are still unhappy after our review, or **you** have not received a written offer of resolution within eight weeks of the date the complaint was received by us, **you** may be eligible to refer **your** case to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent body that arbitrates on complaints.

They can be contacted at:

Post: Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR
Telephone: 0800 0234567 (free on mobile phones and landlines)
0300 1239123 (costs no more than calls to 01 or 02 numbers)
Email: complaint.info@financial-ombudsman.org.uk
Web: www.financial-ombudsman.org.uk

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

Thank you for your feedback

We value **your** feedback as both Forces Mutual and RSA remain dedicated to treating our customers as individuals and giving them the best possible service at all times. If we have fallen short of this promise, we apologise and aim to do everything possible to put things right.





How to make your car secure

Whenever there is no-one in **your car**:

1. close and lock **your car** doors, windows and sun roof.
2. attach and lock **your** removable roof panel.
3. secure and lock **your** convertible roof or hood.

Don't forget to lock **your** garage as well. A few seconds is all it takes for a thief to steal **your car** or its contents.

Take care where **you** park **your car**. If **you** have a garage at home, please use it. When **you** are away from home, try to use secure car parks. If this isn't possible, avoid parking in back streets or quiet areas because these are ideal working conditions for a thief. If **you** have to leave **your car** outside at night, always try to park in a well-lit and busy area.

Don't leave valuables on show – even when **you** are in **your car**. Thieves have been known to reach through passenger windows when **your car** is not moving.

Take **your key** out of the ignition when **you** leave **your car** (for example, at a petrol station) even if it is only for a few seconds. If **you** leave the **key** in **your car** and **your car** is stolen, **your policy** will not cover the theft.

Fit extra security measures, such as a steering wheel lock or handbrake lock. Better still, consider fitting an engine immobiliser, alarm system, or a tracking device.

Take care where **you** leave **your car keys** once they are removed from **your car**. When **you** are away from home, keep them with **you** at all times. Do not leave them unattended – for example, in a coat or purse. When **you** are at home, try and keep them away from **your** front door, as thieves have been known to 'fish' through the letter box to get hold of them.

The conditions and exceptions which apply to your policy are shown on pages 36 to 41

Understanding your car insurance

If you change your car

If **you** change **your car**, please tell Forces Mutual. They will let **you** know about any change in **your** premium and will send **you** an updated **policy schedule** and **certificate of motor insurance**.

They will need to know the full details of **your** new car (for example, its make and model, registration number and engine size). They will also need to know whether **your car** is registered or owned in another person's name and if it has been modified.

Whenever **you** get a new car, **you** must get a cover note or a new **certificate of motor insurance** before **you** drive it.

If you want to change drivers

Your current **certificate of motor insurance** shows who is covered to drive **your car**. If **you** want to change any of the names, please contact Forces Mutual straight away. They will then let **you** know about any change in **your** premium and send **you** an updated **policy schedule** and **certificate of motor insurance**.

If you change address

Please contact Forces Mutual with full details of **your** new address, including the postcode, as soon as **you** know it. They will then let **you** know about any change in **your** premium and send **you** an updated **policy schedule**.

If you want to take your car off the road

If **you** want to take **your car** off the road (for example, for repairs), **you** should contact Forces Mutual, as it may be better to suspend **your** cover for a while rather than cancel the **policy**.

If you want to drive another car

Your policy covers **you**, the **policyholder**, for driving other cars which do not belong to **you** whilst driving within the **territorial limits** (provided **your certificate of motor insurance** shows that **you** have this cover). However, cover is restricted to third party liability and so does not provide cover for damage to the car **you** are driving.

This limited cover can be very useful in an emergency. But if **you** are planning to drive someone else's car regularly, **you** should be named on their insurance policy.

If you need to use your car for towing

Your policy provides cover for legal liabilities while **you** are towing, but it doesn't provide cover for damage to the items being towed. **You** will need to arrange separate cover for **your** trailer, boat or caravan if **you** need damage cover for them. It is possible to arrange cover for certain trailers under **your policy**. Please contact Forces Mutual to discuss the options available to **you**.

The conditions and exceptions which apply to your policy are shown on pages 36 to 41

Section 1: Legal liability to others

This section only applies if it is listed in **your schedule**.

What we cover	What we do not cover
<p>A. What we cover</p> <p>We cover legal responsibility for:</p> <ul style="list-style-type: none"> • killing or injuring someone, or • damaging property (we will pay up to £20,000,000. This limit includes legal costs for any claim or claims arising from one incident); <p>After an incident involving your car</p> <ul style="list-style-type: none"> • a trailer that is attached to your car, or • any other vehicle that your certificate of motor insurance allows you to use in the territorial limits <p>B. Whom we cover</p> <p>We cover you:</p> <ul style="list-style-type: none"> • using your car • using any other vehicle that your certificate of motor insurance allows you to use in the territorial limits <p>We cover the following other people:</p> <ul style="list-style-type: none"> • any driver using your car; • anyone you allow to use (but not drive) your car for social, domestic and pleasure purposes, • anyone who is a passenger in your car • any employer of a driver shown on your certificate of motor insurance, as long as your certificate of motor insurance allows the use your car is put to, • the legal representatives of any person who dies and who would have been covered under the section 	<p>We do not cover the following.</p> <ol style="list-style-type: none"> 1. Loss of or damage to your car or any other property which is owned by or in the care of anyone making a claim under this section. 2. Legal liability for death of or physical injury to anyone as a result of their job, except as required under road traffic laws. 3. Legal liability in connection with any vehicle which belongs to or is hired to the employer or business partner of you or your partner, if there is any other insurance policy covering the same liability. 4. The legal liability of anyone who is not driving but who is claiming cover if they know that the driver does not have a valid licence to drive your car. 5. The legal liability of anyone other than you, if they are entitled to cover under any other insurance policy. 6. Any liability, injury, damage or accident while your car is parked or is being driven in any part of an airport or airfield set aside for: <ul style="list-style-type: none"> • moving, taking off or landing of aircraft; • aircraft parking areas and associated roads, and ground equipment parking, maintenance and refuelling areas; • Customs examination areas of passenger terminals. unless the event resulting in any liability, injury, damage or accident: <ul style="list-style-type: none"> • occurred within the grounds of any of Her Majesty's armed forces bases or camps, and • did not involve any aircraft, aerial device, or buildings used for aircraft or ground equipment parking, maintenance or refuelling. 7. We will not be liable for any consequence of terrorism except to the extent necessary to meet the requirements of any road traffic legislation. 8. Use to secure the release of a motor car, not otherwise specifically the subject of insurance by this policy, which has been seized by, or on behalf of, any government or public authority.

The conditions and exceptions which apply to your policy are shown on pages 36 to 41



What we cover	What we do not cover
<p>C. Cover for legal costs and expenses We cover the following for any incident which might involve legal liability under your policy.</p> <ul style="list-style-type: none"> • The costs of defence against a charge of manslaughter or causing death by dangerous driving. You must have our written permission before agreeing to these costs. • Solicitors' fees at a coroner's inquest, fatal inquiry or magistrates' court. You must have our written permission before agreeing to these costs. • Other legal fees, costs and expenses which we have agreed to in writing. <p>D. Cover abroad We provide annual foreign use cover to allow you to use your car in any of the following countries.</p> <ul style="list-style-type: none"> • Any country which is a member of the European Union. • Any other country which meets the motor insurance Directives of, and which is approved by the European Commission. <p>E. Emergency treatment fees We will pay the cost of any emergency medical treatment required under road traffic laws.</p> <p>If we pay emergency treatment fees, this will not affect your no claim discount.</p>	<p>See page 18 for details of what we do not cover under this section.</p>

The conditions and exceptions which apply to your policy are shown on pages 36 to 41

Section 2: Fire and theft

This section only applies if it is listed in **your schedule**.

What we cover	What we do not cover
<p>We cover loss or damage caused by fire, lightning, explosion, theft or attempted theft to:</p> <ul style="list-style-type: none"> • your car; • in-car equipment; • accessories and spare parts which are fitted into or onto your car or kept in your private garage; and • a trailer (if your schedule shows that you have this cover). • a temporary hire car. <p>Please read pages 25-26 to see how we will settle a claim under this section.</p>	<p>We do not cover the following.</p> <ol style="list-style-type: none"> 1. Any excess shown against 'Theft' beneath the heading 'Total excesses applying' in your schedule for any loss or damage to your car which is caused by theft or attempted theft. This excess will not apply if your car is in your locked private garage at the time of the theft or attempted theft. 2. Loss of value. 3. Wear and tear. 4. Loss of use. 5. Loss or damage to a part that breaks or fails and any resulting loss or damage caused to any other parts. 6. Damage to tyres caused by punctures, cuts or bursts. 7. Loss or damage resulting from your car being taken, without your permission, by: <ul style="list-style-type: none"> • your partner; • your boyfriend or girlfriend; • your children (including step and foster children) • domestic staff in your employ; • anyone who normally lives with you; or • a member of your family. 8. Any loss or damage to your car if: <ul style="list-style-type: none"> • your car is unlocked; or • your car windows are open; or • your car sun roof is left open or unlocked; or • your car removable roof panel, convertible roof or hood is not fitted and secured in the upright position on your car at the time of loss, or • your car has been left unattended and unlocked with the car keys in or on the vehicle. <p>when there is no-one in it.</p> 9. Loss or damage caused by deception.

The conditions and exceptions which apply to your policy are shown on pages 36 to 41



What we cover	What we do not cover
	<ol style="list-style-type: none">10. Loss or theft of portable satellite navigation systems when your car is left unattended or unoccupied, unless they are stored out of sight in either a locked boot or glove compartment.11. Loss or theft of a trailer which is not attached to your car, unless it is secured with an approved wheel lock or clamp.



The conditions and exceptions which apply to your policy are shown on pages 36 to 41

Section 3: Loss and damage

This section only applies if it is listed in **your schedule**.

What we cover	What we do not cover
<p>A. Loss and damage We cover loss of or damage to:</p> <ul style="list-style-type: none"> • your car; • in-car equipment; • accessories and spare parts which are fitted into or onto your car or kept in your private garage; • a trailer (if your schedule shows that you have this cover); and • a temporary hire car. <p>B. New car replacement If you buy your car new and within 2 years it is:</p> <ul style="list-style-type: none"> • stolen and not recovered; or • damaged and the repair cost is more than 60% of its current new list price including VAT (where appropriate); <p>We may replace it with a new car of the same UK specification.</p> <p>C. Emergency overnight accommodation We will pay up to the amount shown as 'Overnight accommodation' in your schedule for necessary expenses for emergency accommodation if you or any other driver:</p> <ul style="list-style-type: none"> • cannot use your car during a journey as a result of loss or damage which we cover; and • cannot reach your destination. <p>Please read pages 25-26 to see how we will settle a claim under this section.</p>	<p>We do not cover the following.</p> <ol style="list-style-type: none"> 1. Any excess shown against 'Accidental damage' beneath the heading 'Total excesses applying' in your schedule for any loss or damage to your car. This excess will not apply to loss or damage caused by fire, theft and attempted theft or if your vehicle is involved in an accident that is caused by an identified uninsured driver. 2. Any excess shown in the table headed 'Young or inexperienced driver excess' in your schedule for any loss or damage while your car is being driven by or in the care of a driver who is aged 25 or over and either has a provisional licence or has had a provisional licence in the last 12 months. This excess will not apply if your car is in the care of: <ul style="list-style-type: none"> • a garage or similar motor trade organisation for servicing or repair; or • a hotel, restaurant or car parking service for the purpose of parking. 3. Loss of value. 4. Wear and tear. 5. Loss of use 6. Loss or damage to a part that breaks or fails and any resulting loss or damage caused to any other parts. 7. Damage to tyres caused by punctures, cuts or bursts. 8. Loss or damage resulting from your car being taken, without your permission, by: <ul style="list-style-type: none"> • your partner; • your boyfriend or girlfriend; • your children (including step and foster children) • domestic staff in your employ; • anyone who normally lives with you; or • a member of your family.

The conditions and exceptions which apply to your policy are shown on pages 36 to 41

What we cover	What we do not cover
	<p>9. Any loss or damage to your car if:</p> <ul style="list-style-type: none"> • your car is unlocked; or • your car windows are open; or • your car sunroof is left open or unlocked; • your car removable roof panel, convertible roof or hood is not fitted and secured in the upright position on your car at the time of loss, or • your car sun roof is left open or unlocked. • your car has been left unattended and unlocked with the car keys in or on the vehicle. <p>when there is no-one in it.</p> <p>10. Loss or damage caused by deception.</p> <p>11. Loss or theft of portable satellite navigation systems when your car is left unattended or unoccupied, unless they are stored out of sight in either a locked boot or glove compartment.</p> <p>12. Loss or theft of a trailer which is not attached to your car, unless it is secured with an approved wheel lock or clamp.</p>

The conditions and exceptions which apply to your policy are shown on pages 36 to 41

Section 4: Windscreen and windows cover

This section only applies if it is listed in **your schedule**.

What we cover	What we do not cover
<p>We cover loss of or damage to the windscreen and windows of your car or of any temporary hire car and any scratches to the bodywork which is caused by the broken glass.</p> <p>If you only make a claim under this section it will not affect your no claim discount.</p> <p>Please read pages 25-26 to see how we will settle a claim under this section.</p>	<ul style="list-style-type: none">• Any excess shown against 'glass excess' in your schedule• Broken or damaged glass in a sun roof or roof panel.

How we will settle a claim under Sections 2, 3 and 4

A. The maximum amounts we will cover

We will provide cover up to the following amounts.

1. For **your car**, either:
 - a) the **market value**, or
 - b) the cost of a replacement new car (**Section 3B**)
 - c) the improved total loss benefit (**Section 12**)depending on the circumstances and the level of cover shown on **your schedule**.
2. For **in-car equipment** – if the equipment has been fitted as standard by **your car's** manufacturer, **we** consider it to be part of **your car** and so no separate limit applies. Otherwise, **we** will pay up to the amount shown as '**in-car equipment**' in **your schedule**.
3. For **your car's accessories** and spare parts – the manufacturer's last published retail price. **We** will also provide cover for any child safety seats which are fitted to **your car** at the time of an incident, even if there is no apparent damage.
4. For any trailer – the amount shown in **your schedule**.
5. For emergency accommodation – up to the amount shown as 'Overnight accommodation' in **your schedule**.

B. How we will settle your claim

If the loss or damage is covered under **your policy**, **we** will settle **your** claim as explained below.

1. Your car and trailer

If **your car** is lost or damaged we:

- may choose to repair the damage or pay the amount of loss or damage.
- if **we** pay for the damage to be repaired, **we** may decide to use suitable parts or **accessories** which are not supplied by the original manufacturer.
- if **your car** is lost and never found, or if it cannot be economically repaired, **we** will pay either:
 - a) the **market value**, or
 - b) the cost of a replacement new car (**Section 3B**), or
 - c) the improved total loss benefit (**Section 12**)depending on the circumstances and the level of cover shown on **your schedule**.

Should **we** choose to pay the **market value** or purchase a replacement new car, **your car** will become our property.

We will deal with a claim for loss or damage to a trailer in the same way, as long as cover for the trailer is shown in **your schedule**.

The conditions and exceptions which apply to your policy are shown on pages 36 to 41



2. In-car equipment

If the **in-car equipment**, is lost or damaged, **we** will:

- pay for the damage to be repaired (if the repairs can be made economically); or
- if repairs cannot be made economically, or if the item is lost and never found, **we** will arrange replacement with property of similar quality and value.

3. Temporary hire car

If a **temporary hire car** is lost or damaged, **we** will settle the claim with the repairer or **temporary hire car** supplier under the terms of **your policy** and under any agreement **you** have with the repairer, hire car supplier or **us** relating to the hire car.

Any claim for loss or damage to a **temporary hire car** will affect **your no claim discount** as if **you** were claiming for loss or damage to **your car**. Any **excess** which would apply to **your car** will also apply to a **temporary hire car**.

4. Leased Batteries for Electric Cars

Claims will be settled in accordance with the above with the exception that the leased battery will remain the property of the Leaseholder.

C. Hiring and other agreements

If **we** know **you** are paying for **your car** by hire purchase or under a leasing agreement then **we** will do either of the following:

- if **we** are paying the cost of replacing **your car**, **we** will pay the proceeds of the claim to the company to which **you** are liable under the hire purchase agreement or from which **you** are leasing **your car**.
- If **you** owe under the hire purchase or lease agreement an amount less than the proceeds of **your** claim, **we** will pay **you** the difference, but if the payment is less than balance outstanding, **you** remain liable for the difference.
- if **we** replace **your car**, **we** must have the permission of the company from which **you** are buying or leasing **your car** to do so.

D. Protecting, removing and delivering your car

If the loss or damage is covered under **your policy**, **we** will pay the costs of:

- taking **your car** to the nearest repairer if it cannot be driven; and
- delivering **your car** to **your** address shown on **your schedule** after it has been repaired.

The conditions and exceptions which apply to your policy are shown on pages 36 to 41



Section 5: Personal accident

This section only applies if it is listed in **your schedule**.

What we cover	What we do not cover
<p>We will pay the amount shown as 'Personal accident' in your schedule if any driver named on your certificate is accidentally injured:</p> <ul style="list-style-type: none">• in any car; or• while getting into or out of any car. <p>The injury must be directly connected with the car and the only cause within three months of:</p> <ul style="list-style-type: none">• death;• permanent loss of sight in one or both eyes;• loss of one or more limbs at or above the wrist or ankle; or• permanent loss of use of one or more limbs. <p>All drivers must keep to the law relating to seatbelts.</p> <p>We will only pay one benefit for death or injury to any person for any one incident.</p>	<p>We do not cover the following:</p> <ol style="list-style-type: none">1. Death or injury caused by suicide or attempted suicide.2. If anyone claiming is convicted in connection with the incident of a drinkdriving offence or of driving under the influence of drugs.3. If anyone you are claiming for dies and was driving at the time of the incident, and is then found to have a higher level of alcohol or drugs in the blood than is allowed by law.

The conditions and exceptions which apply to your policy are shown on pages 36 to 41

Section 6: Road rage and carjacking

This section only applies if it is listed in **your schedule**.

What we cover	What we do not cover
<p>We will pay benefit up to the amounts shown as 'Road rage and carjacking' in your schedule if any driver named on your certificate or any passengers in your car are injured solely and directly as a result of a criminal assault following a road traffic incident involving your car occurring anywhere within the territorial limits.</p> <p>We will pay this benefit if within three months of the incident the injury results in:</p> <ul style="list-style-type: none"> • death; • permanent total disablement; • emergency dental treatment required as a direct result of the assault arising within 7 days of the incident; • hospital daily cash benefit for each full 24 hour period of confinement up to a maximum of 15 full 24 hour periods, but excluding the first two full 24 hour periods. 	<p>We do not cover the following:</p> <ol style="list-style-type: none"> 1. Death or injury caused by suicide or attempted suicide. 2. If anyone claiming is convicted in connection with the incident of a drinkdriving offence or of driving under the influence of drugs. 3. If anyone you are claiming for dies and was driving at the time of the incident, and is then found to have a higher level of alcohol or drugs in the blood than is allowed by law. 4. Death or injury caused by provoked assault, fighting (except in bona fide self defence) or a criminal act committed by you, your partner or any passengers in your car.

Conditions

The following conditions apply to the Road rage and carjacking benefit section in addition to the conditions described on pages **35-40** of **your policy** wording.

1. **You** must take all steps to limit the likelihood of sustaining bodily injury as a result of an assault following a road traffic incident involving **your car**.
2. If an injury occurs **you** must place yourself under the care of a duly qualified medical practitioner.
3. **You** or **your** representatives must ensure that all medical records, notes and correspondence referring to the subject of a claim or a related pre-existing condition will be made available on request to any medical advisor appointed by or on behalf of **us** and that such medical advisor will for the purpose of reviewing the claim, be allowed as often as may be deemed necessary to make examination of **you**.
4. Any disability which existed prior to **you, your partner** or any passengers in **your car** sustaining bodily injury shall be taken into account when calculating the benefit payable.
5. The police must be notified within 24 hours following any incident which is likely to give rise to a claim under this section.

The conditions and exceptions which apply to your policy are shown on pages 36 to 41

Section 7: Medical expenses

This section only applies if it is listed in **your schedule**.

What we cover	What we do not cover
<p>We will pay benefit up to the amount shown as 'Medical expenses' in your schedule for the cost of medical treatment for anyone injured in an incident in your car.</p>	

The conditions and exceptions which apply to your policy are shown on pages 36 to 41

Section 8: Personal possessions

This section only applies if it is listed in **your schedule**.

What we cover	What we do not cover
<p>We cover loss of or damage to personal possessions in or on your car up to the amount shown as 'Personal possessions' in your schedule.</p> <p>We will pay you or, if you prefer, the owner of the property.</p>	<p>We do not cover the following.</p> <ol style="list-style-type: none">1. Money, stamps, tickets, documents, bonds, vouchers, lottery tickets, scratchcards, raffle tickets, Air Miles, trade samples or any property insured under any other insurance policy.2. Personal possessions stolen from an open-top or convertible car, unless they are stored out of sight in either a locked boot or glove compartment.3. Loss of or damage to personal possessions carried in or on a trailer.4. Wear, tear, loss of value and loss of use.5. Goods, tools of trade/samples connected with work or any other trade or any container for these things.

The conditions and exceptions which apply to your policy are shown on pages 36 to 41

Section 9: Use abroad

What we cover	What we do not cover
<p>Cover for your car</p> <p>This policy provides annual cover for any country in the territorial limits.</p> <p>It may be possible to extend the policy cover to certain countries outside of the territorial limits. Please contact Forces Mutual prior to travelling to clarify the cover available.</p> <p>You will need a Green Card to visit countries outside of the territorial limits and you will also have to pay an extra premium to extend your policy cover to any additional countries.</p> <p>If your certificate of motor insurance allows you to drive any other car, cover for that car is restricted to the territorial limits.</p> <p>See also Section 1 Legal liability to others – D. Cover Abroad for details of the minimum cover required by law we provide in</p> <ul style="list-style-type: none">• any country which is a member of the European Union.• any other country which meets the motor insurance Directives of, and is approved by, the European Commission.	

The conditions and exceptions which apply to your policy are shown on pages 36 to 41

Section 10: No claim discount

How your no claim discount works

You earn **no claim discount** for each year of cover during which **you** do not claim. The discount increases each year up to the maximum shown below.

Any claims, if **you** are 'at fault' (or **we** cannot recover full losses from another person's insurer) will reduce **your no claim discount** in line with the scale shown below.

Earned no claim discount you are entitled to at the start of your policy or when it was renewed last year	Earned no claim discount applicable at next renewal if claims made during the period of insurance:		
	One Claim New no claim discount	Two Claims New no claim discount	Three or more Claims New no claim discount
9 years	4 years	2 years	Zero
5 to 8 years	3 years	1 year	Zero
4 years	2 years	Zero	Zero
3 years	1 year	Zero	Zero
2 years	Zero	Zero	Zero
1 year	Zero	Zero	Zero
Zero	Zero	Zero	Zero

You cannot transfer **your no claim discount** to anyone else.

Claims for the following will not affect **your no claim discount**.

A claim:

1. under **Section 4: Windscreen and windows cover**.
2. under **Section 5: Personal accident**.
3. under **Section 6: Road Rage and Carjacking** benefit.
4. where **we** have been able to recover full costs and losses.

If **we** allow a **no claim discount** in **excess** of that actually earned, only the true earned **no claim discount** will be stated on **your schedule**. Any additional unearned introductory bonus may be reduced in the event of a claim.

The conditions and exceptions which apply to your policy are shown on pages 36 to 41

Section 11: Lifetime no claim discount

This section only applies if it is listed in **your schedule**.

Lifetime **no claim discount** is available after four years of claim-free driving and **you** meet the eligibility criteria for previous claims.

Lifetime **no claim discount** does not protect the overall price of **your** insurance **policy**. The price of **your** insurance **policy** may increase following an accident even if **you** were not at fault.

If **you** have Lifetime **no claim discount**, the following will apply:

- **we** will not reduce **your no claim discount** entitlement if a claim or claims are made under **your policy**
- **we** will not cancel **your policy** as a result of the number of claims made under **your policy**.

The following also apply:

1. **Your** Lifetime **no claim discount** may end if any change to **your policy** means that **we** are no longer able to cover **you**, such as changing **your car** for one **we** will not insure or using **your car** for a purpose **we** will not cover.
2. **Your** Lifetime **no claim discount** will end if **your policy** runs out or is cancelled under the terms.
3. **Your** premium may change if **we** are told about a change to **your policy** or when **you** renew **your policy** because **we** have increased premiums generally, or because **you** have made a claim.

The conditions and exceptions which apply to your policy are shown on pages 36 to 41

Section 12: Improved total loss benefit

This section only applies if it is listed in **your schedule**.

If **your car** is:

- stolen and unrecovered; or
- damaged beyond economical repair

We will pay the difference between:

- 1 the **market value** of **your car** immediately before its loss or damage;
- 2 the **market value** of the same model (or if discontinued the nearest similar model) but 2 years newer than **your car**.

Provided that the total additional amount payable does not exceed the amount selected by **you** – either £1,000 or £1,500.

The age of **your car** reflects the amount of benefit **you** will receive.

The new car replacement referred to under **Section 3 Loss and damage** and this improved total loss benefit are not aggregated benefits.

Section 13: Replacement locks

This section only applies if it is listed in **your schedule**.

What we cover	What we do not cover
<p>We cover theft and loss of your car keys.</p> <p>We will settle the claim by paying to replace the appropriate locks or locking mechanism provided that the identity or location of your car is known to any person who may have the keys.</p> <p>We will pay up to the amount shown as 'Replacement locks' in your schedule.</p>	

The conditions and exceptions which apply to your policy are shown on pages 36 to 41

Conditions which apply to your whole policy

The following conditions apply to every section of **your policy**. Failure to comply with **your** obligations as noted within these conditions may result in

- 1) a claim being rejected or reduced
- 2) **your policy** being declared invalid

A. Reporting a claim

You must tell **us** as soon as possible about any incident or legal proceedings which may lead to a claim.

If there has been a theft or attempted theft, **you** must also tell the police as soon as possible.

We may ask **you** to provide all the details in writing together with any evidence which **we** may need.

If **you** receive a writ, summons or other legal documents or letters, **you** must send them to **us** as soon as possible.

You must not answer any letters without our written permission. **We** will not refuse permission without a good reason.

B. Assessing your claim

You and any other **driver** must allow **us** to:

- Access, review and use any information held by any Advanced Driver Assistance System in or on **your car**.
- Provide contact details for any Third party controlling or managing such information.
- **We** will not release **your** driving information to the police or any civil authorities unless;
 - **we** have **your** permission; or
 - **we** are required to do so by law; or
 - **we** suspect fraud or attempted fraud.

Data will only be disclosed to our agents and subcontractors for operational reasons, including providing the agreed services under **your policy**.

C. Fraudulent or exaggerated claims

If **you**, or someone on **your** behalf, knowingly:

- makes a false claim;
- exaggerates the amount of a claim;
- provides **us** with false or misleading declarations or statements to support a claim; or
- provides **us** with any other false or invalid documents or relies on any fraudulent devices to support a claim

We may, at our option, either:

- a) decline cover under **your** insurance **policy** for the relevant claim; or
- b) void **your** insurance **policy** from its inception or from the date of the relevant claim.



D. Licence checking

If **you** are providing driving licence number(s), **you** must seek permission from every **driver** before doing so.

If **you** are not providing driving licence number(s), **you** must check with every **driver** who will drive **your car**, and inform **us** if they have:

- any convictions, fixed penalties or endorsements noted on the licence
- a Provisional licence
- a licence issued outside the UK.

E. Changes in risk

You must tell Forces Mutual immediately

- if **you** get an extra car or change **your car** for another one;
- if there is a change in use of **your car** (for example, **you** require business use);

You must tell Forces Mutual within 30 days (or the current **policy** expiry date whichever is soonest) if any other circumstances change, for example:

- if **you** or any other **driver** has had any motoring convictions, fixed penalties or endorsements in the last 5 years or have any pending;
- if **you** or any other **driver** has been involved in any incidents, losses or thefts, regardless of whether a claim was made;
- if **you** or any other **driver** has been convicted of an offence of fraud or dishonesty (e.g. shop lifting, credit card fraud, tax evasion) or have possible prosecutions outstanding;
- if **you** or any other **driver** develops a notifiable health condition or an existing condition worsens. A notifiable health condition is one which must be referred to the DVLA (please refer to the DVLA D100 leaflet or www.directgov.uk/en/motoring for a full list of notifiable conditions).
- if the main **driver** of **your car** changes;
- if the registered keeper or owner of **your car** changes;
- if the place where **your car** is usually kept changes;
- if any modifications are made to **your car**.
- if the number of vehicles in **your** household changes;

This is not a full list. If **you** are not sure whether to report any change, please speak to Forces Mutual.

We may re-assess **your** cover and premium as a result of any important information **you** give Forces Mutual.

If **you** do not tell **us** anything which is relevant:

- **your policy** may not be valid; and
- we may reject **your** claim,
- we may cancel **your policy**.

F. Looking after your car

You and any other **driver** must do everything possible to prevent loss or damage and keep **your car** or any **temporary hire car** in good condition.

You must ensure **you** have a valid Department for Transport Test Certificate (MOT) for **your car** if one is needed by law.

If **you** suspect or are advised of any defects in the operation of any Advanced Driver Assistance System which have been fitted as standard to **your car you** must arrange for the defect to be rectified by the



manufacturer or replaced. For any device fitted after **your car** was originally manufactured where **you** chose not to replace or repair please advise Forces Mutual.

If **your** windscreen is replaced following a claim on **your policy**, **you** must agree that any Advanced Driver Assistance System in or on **your** windscreen is reset by **us** at no additional cost to **you**.

You must allow **us** to have free access to examine **your car** at all times. These conditions will apply whether **your car** is on the public highway or not.

G. Cancelling your policy

Forces Mutual may cancel **your policy** where there is a valid reason for doing so by giving **you** at least 7 days notice at **your** last known address. This letter will confirm any action required from **you**, together with the date from which **your policy** will be cancelled if **you** do not comply with the requirements.

Valid reasons may include but are not limited to:

- A default in instalment payments due under any linked loan agreement. If **you** pay **your** premium monthly, cover under this **policy** will end if **you** do not pay any monthly premium when it is due.
- Where Forces Mutual have been unable to collect a premium payment.
- Failing to provide information or documentation requested by **us**.
 - Proof of **no claim discount**;
 - Copies of driving licences;
 - Evidence of Company Car driving experience;
 - Information required by **us** to process a claim or defend **our** interests.
- Use of threatening or abusive behaviour or language, or intimidation or bullying of **our** staff or suppliers

Where Forces Mutual are unable to collect an instalment, Forces Mutual will contact **you** in writing requesting a payment by a specific date. If payment is not received by this date, **your policy** will be cancelled.

You can cancel **your policy** by contacting Forces Mutual by telephone or writing.

If no claim is made or will arise, Forces Mutual will give **you** a refund on **your** premium for any remaining period of cover.

If a claim is made or will arise, Forces Mutual will not give **you** a refund on **your** premium.

If **you** cancel **your policy** after an event which may lead to a claim, **you** must pay Forces Mutual the rest of **your** premium up until the next renewal date.

H. Other insurance

If a claim under **your policy** is also covered by other insurance, **we** will only pay our share of the claim.

We will not share the following claims:

- if **you** are driving another car and are covered by another insurance for that car.
- if a person other than **you** is driving **your car** and is covered by another insurance.

I. Taking over your rights

If **you** make a claim, **you** must be prepared to take any steps **we** ask **you** to take to protect **your** rights. **You** must also be prepared to allow **us** to act in **your** name and take any steps **we** feel are necessary to protect **your** rights.





This may mean that **we** defend or settle the claim in **your** name. If this happens, **we** will pay any costs and expenses involved.

J. Cover for car sharing

Your policy allows **you** or **your partner** to receive a mileage allowance from **your** or **your partner's** employer, or accept payment from passengers in **your car** as part of a carsharing agreement, as long as:

- **your car** has not been built or adapted to carry more than eight passengers and a **driver**;
- **you** or **your partner** are not carrying passengers as part of a business of carrying passengers
- **you** or **your partner** do not make a profit from the total payments **you** or **your partner** receive for a journey
- **your car** is being used for a purpose included on **your certificate of motor insurance**, and
- the total payments for any mileage allowance **you** or **your partner** receive are within the published guidelines of HM Revenue and Customs.

K. Our right to reclaim payments

We may claim back from **you** any payment which **we** make under **your policy**:

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

L. Authority to Renew

If **we** are willing to continue providing cover and **we** advise **you** before the **policy's** renewal date of our renewal terms, **you** authorise **us** to renew this **policy** and any subsequent **policy** on expiry, in accordance with our renewal terms at that time, unless **you** advise **us** otherwise before the renewal date.

M. Financial Sanctions

We shall not provide any cover or be liable to provide any indemnity, payment or other benefit under this **policy** to the extent that the provision of such cover, indemnity, payment or other benefit would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States or other country of **policy** issue.

If any such resolution, sanction, law or regulation takes effect during the **period of insurance we** may cancel this **policy** immediately by giving **you** written notice at **your** last known address. In the event of a cancellation under this section, all premiums will be withheld.

N. Provision of False Information

If **you** have knowingly provided Forces Mutual with false information which has affected our assessment of any of the following:

- A) **your** eligibility for this insurance **policy**
- B) the terms and conditions applying to **your policy**
- C) **your** insurance premium

Your policy may be deemed to be invalid from the date **you** provided **us** with such information and all benefits under this **policy** may be forfeited.

In these circumstances, condition **K. Our Right to Reclaim Payments - [Conditions which apply to your whole policy]** will apply and **you** may be required to repay to **us** any payment that we have been obliged to pay on **your** behalf.



Exceptions which apply to your whole policy

A. Use and driving

We will not cover any claim if **your car** or any **temporary hire car** is being:

- used for a purpose which is not included on **your certificate of motor insurance**;
- driven by someone or in the care of someone for the purpose of being driven, who is not shown as allowed to drive on **your certificate of motor insurance**;
- driven by someone who does not have a valid licence unless he or she has held one and is not disqualified from getting another one;
- driven by someone who does not meet the conditions of their licence.

This does not apply to claims under Sections 2, 3 or 4 if **your car** is in the care of:

- a garage or similar motor trade organisation for servicing or repair; or
- a hotel, restaurant or car parking service for the purpose of parking.

B. Liability which results from an agreement

We will not cover any legal liability that arises as a result of **you** entering into any agreement or contract, unless **you** would have been liable even without such an agreement or contract.

C. Radioactive contamination

We do not cover any loss, damage, or liability caused by:

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

D. War risks

We do not cover any loss, damage or liability caused by war, revolution or any similar event, except as required under road traffic laws.

E. Riot and civil unrest

We do not cover incidents caused by riot or civil unrest outside of England, Scotland, Wales, the Isle of Man or the Channel Islands.

This exception does not apply to Section 1.

F. Sonic bangs

We do not cover damage caused by pressure waves from aircraft and other flying objects travelling at or above the speed of sound.



G. Pollution

We do not cover loss or damage caused by pollution or contamination, unless the pollution or contamination is the direct result of a single incident which happens during the **period of insurance**. To qualify for cover, the incident must be sudden, identifiable, unintended and unexpected. All pollution caused by one incident will be considered to have happened at the time the incident took place.

This exception does not apply if **we** must provide cover under road traffic laws.

H. Rallies, competitions, Nurburgring Nordschleife, de-restricted toll roads, trials and track use

We will not cover loss of or damage to **your car** if it is used:

- in a rally;
- in a competition;
- in a motor trial;
- on a racetrack;
- on a circuit;
- on the Nurburgring Nordschleife;
- on a de-restricted toll road; or
- on a prepared course.

I. Public authorities

We do not cover any loss or damage caused by any government, public or local authority legally removing, keeping or destroying **your car**.

J. Deliberate Acts

We do not cover any loss or damage to **your car** as a result of a deliberate act caused by **you, your partner** or anyone insured under this **policy**.

K. Driving under the influence of drink or drugs

We will not pay more than our legal liability under the relevant road traffic legislation for any claim, if the **driver** of the car insured by **us** at the time of the incident is;

- convicted of driving whilst under the influence of drink or drugs, or
- convicted of failure to provide a specimen when requested by the Police or other official body.

We reserve the right to recover from **you** any amounts which **we** pay before such conviction or which **we** are required to pay.





How we use your information

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

Who are we?

We are Royal & Sun Alliance Insurance plc (RSA), we provide commercial and consumer insurance products and services under a number of brands. We also provide insurance services in partnership with Forces Mutual.

Why do we collect and use your personal information?

As an insurer, we need your personal information to understand the level of insurance cover you require. We'll use this information (e.g. your name, address, telephone number and email address) to communicate with you and if you have agreed, to send you news and offers related to our products and services.

We need to use your information to create a quote for you, allowing you to buy insurance products from us. When buying a product from us, you'll also need to provide us with details about the items you wish to be covered by the insurance (e.g. car make and model).

We may need to check information you have submitted with external companies/organisations (e.g. the DVLA, the Motor Insurance Database, credit reference agencies and criminal conviction checks.) When buying certain products, sometimes we will ask for special categories of personal data (e.g. driving offences for motor insurance, medical records in case of injury).

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

For some of our products, we may collect information through smart sensors to assess your insurance needs (e.g. a black box installed in your vehicle when you buy a telematics driving product, which collects and uses geo-location and driving behaviour data).

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

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



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

- **Performance of contract:** We need to use your personal information in order to provide you with the policy (which is a contract of insurance between you and us), and perform our obligations under it (such as making payments to you in respect of a claim made under the policy).
- **Consent:** In certain circumstances, we may need your consent unless authorised by law in order to use personal information about you which is classed as “special categories of personal data”.

For marketing, you will always be given a choice over the use of your data.

- **Necessity to establish, exercise or defend legal claim:** If you, or we, bring a legal claim (e.g. a court action) against the other, we may use your information in either establishing our position, or defending ourselves in relation to that legal claim.
- **Compliance with a legal obligation:** Where laws or regulations may require us to use your personal information in certain ways.
- **Legitimate Interests:** We will also process your personal information where this processing is in our “legitimate interests”. When relying on this condition, we are required to carry out a balancing test of our interests in using your personal information (for example, carrying out market research), against the interests you have as a citizen and the rights you have under data protection laws. The outcome of this balancing test will determine whether we can use your personal information in the ways described in this Privacy Notice. We will always act reasonably and give full and proper consideration to your interests in carrying out this balancing test.

Where else do we collect information about you?

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

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

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

Will we share your personal information with anyone else?

We do not disclose your information outside of RSA except:

- Where we need to check the information you gave to us before we can offer you an insurance product (e.g. reference agencies);
- Where we are required or permitted to do so by law or relevant regulatory authority (e.g. financial crime screening, fraud detection/prevention);
- Where we provide insurance services in partnership with other companies (e.g. building societies, large retailers);
- In the event that we are bought or we sell any business or assets, in which case we will disclose your personal information to the prospective buyer of such business or assets;
- As required to enforce or apply this Privacy Notice, or the contract of insurance itself;
- Within our group for administrative purposes;



- As required in order to give effect to contractual arrangements we have in place with any insurance broker and/or intermediary through which you have arranged this policy;
- With healthcare providers in the context of any relevant claim being made against your policy;
- If we appoint a third party to process and settle claims under the policy on our behalf, in which case we will make your personal information available to them for the purposes of processing and settling such claims;
- With our third party service providers (including hosting/storage providers, research agencies, technology suppliers etc.);
- With our reinsurers (and brokers of reinsurers) in connection with the normal operation of our business;

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

Which decisions made about you will be automated?

Before we can offer you an insurance product or service, we may need to conduct the following activities, which involve automated (computer based) decision-making:

- **Pricing and Underwriting:** this process calculates the insurance risks based on the information that you have supplied. This will be used to calculate the premium you will have to pay.
- **Credit Referencing:** using the information given, calculations are performed to evaluate your credit rating. This rating will help us to evaluate your ability to pay for the quoted products and services.
- **Smart Sensor Data Analytics:** an insurance product that collects your information using smart sensors (e.g. in car black box) to calculate your insurance risk (e.g. driving score). This may then be used to determine your policy rewards (e.g. cash back for safe driving) and to calculate your policy renewal premium.
- **Automated Claims:** some small claims may qualify for automated processing, which will check the information you provide, resulting in a settlement or rejection of your claim.

The results of these automated decision-making processes may limit the products and services we can offer you. If you do not agree with the result, you have the right to request that we perform a manual reassessment using the same information that you originally provided. If you wish to do so please contact us.

For how long will we keep your information?

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

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





Will you be contacted for marketing purposes?

If you have agreed, we might contact you by post, email, phone and text message to let you know about offers and services we think you'll like. The messages may be personalised using information you have previously provided us.

You can ask us to stop contacting you for marketing purposes at any point.

We will only contact you for marketing purposes if we collected your information directly, except when authorised and instructed by the third-party acting on your behalf.

We may use the information which we collect about you to show you relevant advertising on third-party websites (e.g. Facebook, and Google). This could involve showing you an advertising message where through the use of cookies, we know you have browsed our products and services. If you don't want to be shown targeted advertising messages from us, you can change the advertising setting on some third-party sites and some browsers to block our adverts.

Your information is incorrect what should you do?

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

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

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

- 1 Provide you with details about the personal information we hold about you, as well as a copy of the information itself in a commonly used format. [Request Ref: DSR 1]
- 2 Request your personal information be deleted where you believe it is no longer required. Please note however, we may not be able to comply with this request in full where, for example, you are still insured with us and the information is required to fulfil the conditions of the insurance contract. [Request Ref: DSR 2]
- 3 Request the electronic version of the personal information you have supplied to us, so it can be provided to another company. We would provide the information in a commonly used electronic format. [Request Ref: DSR 3]
- 4 Request to restrict the use of your information by us, under the following circumstances [Request Ref: DSR 4]:
 - a. If you believe that the information we hold about you is inaccurate, or;
 - b. If you believe that our processing activities are unlawful and you do not want your information to be deleted.
 - c. Where we no longer need to use your information for the purposes set out in this Privacy Notice, but it is required for the establishment, exercise or defence of a legal claim.
 - d. Where you have made an objection to us (in accordance with section 5 below), pending the outcome of any assessment we make regarding your objection.
- 5 Object to the processing of your data under the following circumstances [Request Ref: DSR 5]:
 - a. Where we believe it is in the public interest to use your information in a particular way, but you disagree.
 - b. Where we have told you we are using your data for our legitimate business interests and you believe we shouldn't be (e.g. you were in the background of a promotional video but you did not agree to be in it.)

In each case under section 5 above, we will stop using your information unless we can reasonably demonstrate legitimate grounds for continuing to use it in the manner you are objecting to.





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

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

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

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

Our Privacy Notice

If you have any queries regarding our Privacy Notice please contact us and we will be happy to discuss any query with you. Our Privacy Notice will be updated from time to time so please check it each time you submit personal information to us or renew your insurance policy.

How you can contact us about this Privacy Notice?

If you have any questions or comments about this Privacy Notice please contact:
The Data Protection Officer, RSA, Bowling Mill, Dean Clough Industrial Park, Halifax HX3 5WA

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

How you can lodge a complaint?

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

If you are not satisfied with our response or believe we are not processing your personal information in compliance with UK Data Protection laws, you may lodge a complaint to the Information Commissioner's Office, whose contact details are;
Information Commissioner's Office, Wycliff House, Water Lane, Wilmslow, Cheshire SK9 5AF.







RSA 

Forces
Mutual



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