



Mercedes-Benz Insurance

Your First Cover Motor Insurance Policy

Mercedes-Benz





Customer Service

If you have any queries on your policy, or wish to make any amendments to it, please call Customer Services on
0845 605 6507

Mercedes Insurance Claims Assistance

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

If you need to make a claim, call

0800 056 8806

and explain what has happened.

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

Please note that your cover is only valid for 7 days from the start date. After the 7 days you can incept an annual policy with us and you will be required to pay an annual premium.

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Contract of Insurance

This policy is a contract of indemnity between **you**, the policyholder and **us**, Aviva.

We will provide insurance in accordance with the policy cover shown in the schedule in respect of accident, injury, loss or damage occurring within the **territorial limits** during the period of insurance.

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

Choice of law

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

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

Changes we need to know about

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

There are no statutory cancellation rights under this policy.

Use of language

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

Customers with Disabilities

This policy and other associated documentation is also available in large print, audio and Braille. If **you** require any of these formats please contact Mercedes-Benz Insurance on 0845 605 6507.

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

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

Certificate of motor insurance A document that **you** must have as proof that **you** have the motor insurance necessary to comply with the law. This includes **your** 7 days motor insurance cover note. It shows who can drive **your** car, what purposes it can be used for and whether **you** are permitted to drive other cars. The certificate does not, however, indicate the full policy cover and for this **you** need to refer to the policy booklet. Wherever the expression **certificate of motor insurance** is used in this contract, it means the certificate which, from time to time, is that in force and not one which **we** have withdrawn or which has ceased to be valid.

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

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

Fire Fire, lightning and explosion.

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

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

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

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

RAC RAC, PO Box 700, Bristol BS99 1RB.

Definitions

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

Theft Theft or attempted theft.

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

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

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

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

Terrorism

1. Any act or acts including but not limited to:
 - a) the use or threat of force and/or violence; and/or
 - b) harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons, or so claimed, in whole or in part, for political, religious, ideological or similar purposes.
2. Any action taken in controlling, preventing, suppressing or in any way relating to 1. above.

Cover for your Vehicle

Section 1

Loss of or damage to your car

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

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

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

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

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

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

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

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

or

- overnight accommodation for the passengers and driver up to a maximum of £150 in total. This does not include, however, the cost of providing meals or drinks; or

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

New car replacement

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

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

Replacement is subject to:

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

UK Accident Recovery

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

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

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

Excesses

Voluntary excess

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

Compulsory excess

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

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

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

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

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

Exceptions to Section 1 of your policy

Your policy does not cover the following:

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

Liability to third parties

Section 2

Your liability

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

- a) a person's death or injury;
- b) damage to their property up to a maximum amount of £20,000,000 in respect of any one claim or number of claims arising out of one cause as a result of an accident caused by
 - **Your car;**
 - any other car driven by **you** in Great Britain, Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man which does not belong to **you** or is not hired to **you** under a hire purchase agreement, provided that **your** certificate of motor insurance indicates that **you** can drive such vehicle;
 - any trailer while it is being towed by **your** car.

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

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

Liability of other persons driving or using your car

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

- any person **you** give permission to drive **your** car provided that **your** certificate of motor insurance allows that person to drive
- any person **you** give permission to use (but not drive) **your** car, but only whilst using it for social, domestic and pleasure purposes
- any passenger travelling or getting into or out of **your** car
- the employer or business partner of the person using any car for which cover is provided under this section while the car is being used for business purposes permitted under the policy, except that **we** shall not be liable where:
 - the vehicle belongs to or is hired by such employer or business partner
 - the insured is a corporate body or firm.

Indemnity to legal personal representatives

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

Legal costs

We will pay:

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

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

Exceptions to Section 2 of your policy

The cover under this section will not apply:

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

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

- ii) Any action taken in controlling, preventing, suppressing or in any way relating to i) above.

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

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

7. Loss, damage, injury or death directly caused by pollution or contamination unless caused by a sudden identifiable unintended and unexpected event which occurs in its entirety at a specific time and place during the period of insurance except where such liability is required to be covered under the Road Traffic Act.

For the purposes of this Exclusion pollution or contamination means all pollution or contamination of buildings or other structures or water or land or the atmosphere.

Additional covers

Section 3

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

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

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

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

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

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

Exceptions to Section 3 of your policy

This personal accident insurance does not cover:

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

Section 4

Medical expenses

If **you** or any other occupant of **your** car is injured as a direct result of **your** car being involved in an accident, **we** will pay for the medical expenses in connection with such injury up to the sum of £250 in respect of each person injured.

Section 5

Personal belongings and child seat cover

Personal belongings

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

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

Child seat cover

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

Exceptions to Section 5 of your policy

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

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

Additional Covers

Section 6

Payments made under compulsory insurance regulations and rights of recovery

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

Section 7

Emergency treatment

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

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

Section 8

No Claim Discount

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

Section 9

Uninsured Driver Promise

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

- The vehicle registration and the make/model of the car; and
- The drivers details.

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

Section 10

Glass in windscreen, sunroof or window

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

Section 11

Courtesy Car

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

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

Section 12

Continental use/compulsory insurance requirements

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

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

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

- your car being normally kept in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
- use of your car for visits to countries outside Great Britain, Northern Ireland, the Channel Islands and the Isle of Man being of a temporary nature, not exceeding the period of insurance.

Cover includes:

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

If you take your car abroad

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

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

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

Section 13

Replacement locks

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

- The door locks and/or boot lock;
- The ignition/steering lock;
- The lock transmitter and central locking interface.

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

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

Section 14

Personal Injury Legal Protection

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

Definitions

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

Insured Any authorised occupant of the Motor Vehicle.

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

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

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

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

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

Limit of cover **£50,000.00**

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

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

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

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

What is Covered

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

What is Not Covered

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

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

Conditions

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

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

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

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

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

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

Section 15

Legal Assistance

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

Claims Process

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

Definitions

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

Insured

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

Legal Costs

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

Legal Proceedings

The pursuit of a claim for damages or rejection either by negotiation or by civil, tribunal or arbitration proceedings in respect of a matter covered under this policy; and

the defence of a motoring prosecution within a summary court of criminal jurisdiction.

Legal Representative

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

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

Motor Vehicle

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

RAC/Us

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

Road Traffic Accident

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

Uninsured Losses

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

Policy Benefits

1. **Telephone Legal Helpline** The insured will have access to a telephone legal helpline which will provide initial advice on any matter of private law. The helpline telephone number is: **08705 533 533**
2. **Legal Defence** Subject to the following conditions RAC will indemnify **the insured** against the Legal Costs of Legal Proceedings incurred in connection with the defence of a motoring prosecution brought against **the insured** in connection with criminal proceedings involving the Motor Vehicle. RAC will appoint an approved Legal Representative to act on behalf of **the insured** following receipt of a summons or citation by **the insured**. **The insured** must cooperate at all times in the completion of any necessary documentation or provision of information requested either by RAC or by the Legal Representative. **The insured** must not do anything which may prejudice his or her case or RAC's position in respect of the claim. Legal Defence cover will not be provided where there is no reasonable prospect of being acquitted on a citation or summons or where the prosecution alleges dishonesty or violence or which arises from drink, drugs or parking related offences. The Legal Defence indemnity is subject to a maximum limit of £10,000.00 per claim. Legal Defence applies following a prosecution in courts of summary jurisdiction in the United Kingdom, Eire and mainland Europe west of the Urals.
3. **Uninsured Loss Recovery** Subject to the following conditions RAC will indemnify **the insured** against the Legal Costs of Legal Proceedings incurred in connection with the pursuit of a claim for Uninsured Losses directly arising from a Road Traffic Accident. RAC will appoint an approved Legal Representative from its panel to pursue the claim by negotiation. In the event that the claim is not settled by negotiation and it becomes necessary to issue proceedings, **the insured** does not have to continue to instruct the Legal Representative nominated by RAC and may propose another Legal Representative. If RAC and **the insured** are unable to agree on a suitable Legal Representative, RAC will ask the Law Society to name a further Legal Representative. RAC and **the insured** must accept the Law Society's nomination.

In the meantime, RAC may appoint a Legal Representative to act on behalf of **the insured** to safeguard his or her interests. **The insured** must co-operate at all times in the completion of any necessary documentation or provision of information requested either by RAC or by the Legal Representative. **The insured** must not do anything which may prejudice his or her case or RAC's position in respect of the claim.

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

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

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

4. **Replacement Vehicle Hire** If **the insured** is involved in a Road Traffic Accident RAC may, subject to the following conditions, facilitate **the insured** in hiring a replacement vehicle for the period that the Motor Vehicle is immobilised as a result and/or whilst it is being repaired.

To qualify for the Replacement Vehicle Hire assistance **the insured** must obtain the following details of the responsible third party: name; address; vehicle registration; insurance company name; and insurance policy number.

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

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

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

General Exceptions

Your policy does not cover the following:

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

We will not withdraw this cover:

- i. while **your car** is in the custody or control of a member of the motor trade for the purposes of maintenance or repair, or while **your car** is being parked by an employee of a hotel or restaurant or car parking service
 - ii. if the injury, loss or damage was caused as a result of **your car** being stolen or having been taken without **your** permission
 - iii. by reason of the person driving not having a driving licence, if **you** had no knowledge of such deficiency.
2. Any liability **you** have accepted in an agreement which **you** would not have had if that agreement did not exist.

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

General Conditions

Claims procedure

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

Your Cancellation Rights

4. There are no statutory cancellation rights under this policy.

Other insurance

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

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

Your duty to prevent loss or damage

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

Arbitration

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

Your duty to comply with policy conditions.

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

Fraud

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

Car sharing and insurance

10. If **you** receive a contribution as part of a car sharing arrangement involving the use of any car insured under this policy for carrying passengers for social or similar purposes, **we** will not consider this to be carrying passengers for hire or reward provided:
 - the vehicle is not constructed or adapted to carry more than eight passengers (excluding the driver);
 - the passengers are not being carried in the course of a business of carrying passengers;
 - the total contributions received for the journey concerned do not involve an element of profit.

Important

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

Complaints procedure

Our promise of service

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

What will happen if you complain?

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

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

What to do should you be dissatisfied

If **you** are dissatisfied with any aspect of the handling of **your** insurance **we** would encourage **you** to seek resolution by contacting:

- If **your** complaint is regarding a claim please telephone us on 0845 300 9514, and ask **your** contact to review the problem.
- If **your** complaint is regarding Legal Assistance **you** can write to **us** at RAC Legal Services, Great Park Road, Bradley Stoke, Bristol BS32 4QM or telephone **us** on 01454 209 200, whichever suits **you**, and ask **your** contact to review the problem.
- If **your** complaint is regarding anything else **you** can write to Daimler Insurance Services UK Limited, Burystead Court, Caldecotte Lake Drive, Caldecotte, Milton Keynes MK7 8ND or telephone 0845 605 6507, whichever suits **you**, and ask **your** contact to review the problem.

If **you** remain unhappy with the decision **you** receive, **you** may write to the Chief Executive at: Aviva, PO Box 6, Surrey Street, Norwich NR1 3NS.

Please provide **your** policy number or claim number in any correspondence.

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

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

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

Telephone Call Recording

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

Financial Services Compensation Scheme

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

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

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

Mercedes Insurance, Burystead Court, Caldecotte Lake Drive, Caldecotte, Milton Keynes MK7 8ND
www.mercedes-benz.co.uk