



Commercial Vehicle Policy Document

WHAT TO DO IN THE EVENT OF AN ACCIDENT

Regardless of blame these measures will help protect you.

Stop as soon as possible, in a safe place. If anybody has been injured, call the police and ambulance service. If **you** have a warning triangle, place it well before the obstruction. It is worth keeping a pen and paper in **your** vehicle, **you** can then make a quick sketch of the direction and final position of each vehicle. Write down the name, address and vehicle registration number of the other driver(s). Please also make a note of the number of passengers in each vehicle. If the police attend the scene please write down the officer's name, number and police force. If **you** have a mobile phone with **you** and it is fitted with a camera, try and take photographs to support the positions of the vehicles and the extent of damage.

If anybody has been injured **you** should obtain all drivers' insurance details and **you** must give **your** own to anyone who has reasonable grounds for requesting them. It is most important to obtain details of all witnesses; if **you** are not to blame this will help protect **your** no claims discount.

Do not admit responsibility, either verbally or in writing.

If for any reason **you** have not been able to exchange details with other drivers, or **you** were in collision with an animal, **you** must report the incident to the police as soon as possible, and certainly within 24 hours.

CALL THE 24 HOUR CLAIMS HELPLINE – TELEPHONE 0345 3700 008

After any accident or incident telephone our 24 hour claims helpline as quickly as possible. This is regardless of whether you wish to make a claim under the policy. Delay in notifying us of an incident may increase claim costs, which you may become liable to pay. It may also invalidate your right to claim. To reflect the savings that we achieve when claims are reported to us as quickly as possible, the level of your accidental or malicious damage excess will be reduced by £250 if you report any accident or incident within 24 hours of its occurrence. Quote your policy number and give all the information about the incident. If your claim is due to theft, attempted theft or vandalism you must also inform the Police and obtain a crime reference number. To reflect the savings that we achieve when repairs are undertaken by our approved repairers, the level of your excess will be reduced by £250 if you use a member of our approved repairer network to repair your vehicle following Accidental or Malicious Damage.

The benefits **you** receive will depend on the level of policy cover **you** selected but can include the following (*whilst using **our approved repairer**):

- FREE collection and re-delivery*
- FREE vehicle cleaning service*
- Repairers' work guaranteed for three years.

We will deal with **your** claim and claims made against **you**, as quickly and fairly as possible. Please read the General Conditions in this policy booklet.

For our joint protection telephone calls may be recorded and monitored by **us** and **our** service providers.

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Commercial Vehicle Insurance

Important Customer Information

Notification of changes which may affect your insurance

You should keep a complete record of all information (including copies of letters) supplied to **us** in taking out this insurance. So that **you** understand what **you** are covered for, please read this policy, the **Schedule** (which may make reference to **Endorsements**) and the **Certificate of Motor Insurance** very carefully. **You** should pay special attention to the general exceptions and general conditions of this policy. If **you** have any questions, or the cover does not meet **your** needs or any of the details are incorrect **you** should notify **us** immediately via **your Insurance intermediary**.

To keep **your** insurance up to date please tell **us** straight away via **your Insurance intermediary** about changes which may affect **your** cover. Some examples are:

- A change of vehicle, or **you** purchase another vehicle to which **you** want cover to apply
- **You** wish a new driver to be covered
- Someone who drives the vehicle receives a motoring conviction, has a pending prosecution, suffers from a medical condition or has a claim on another policy
- The vehicle is changed or modified from the manufacturer's standard specification or **you** intend to change or modify it (including the addition of optional fit accessories such as spoilers, skirts, alloy wheels, refrigeration units, hoists, tail lifts etc.)
- A change of occupation (full or part-time) by **you** or any other driver
- A change of address or where the vehicle is normally kept
- A change in the use of the vehicle
- The vehicle is involved in an accident no matter how trivial
- Any change in the main user of the vehicle
- If the vehicle is likely to exceed the annual mileage declared at the commencement or renewal of the policy for which **you** may have received a premium discount.

This is not a full list and if **you** are in any doubt **you** should advise **your Insurance intermediary** for **your** own protection. If **you** do not tell **us** about changes, **your** insurance may not cover **you** fully or at all.

Data Protection

We are governed by the Data Protection Regulation applicable in both the United Kingdom and Gibraltar. Under this legislation **we** are required to tell **you** the following information. It explains how **we** may use **your** details and tells **you** about the systems **we** have in place that allow **us** to detect and prevent fraudulent applications for insurance policies and claims. The savings that **we** make help **us** to keep premiums and products competitive.

In order to provide **our** services, **we** will collect and use data about individuals, this means **we** are a 'data controller'.

The legal basis for processing **your** data is the performance of an insurance contract arranged between you and **us**. **We** are registered for the purposes of, and exercise control over, the processing of personal data, for which **we** carry specific responsibilities.

Why we need your data

Insurance Administration Purposes

The personal data **we** collect will depend on **our** relationship with **you**. For example, **we** will collect and hold more detailed information about **you** if **you** become a customer than if **you** simply receive a quote. Certain types of personal data are considered to be "special categories of data" due to their more sensitive nature. Sometimes **we** will ask for or obtain special categories of information because it is relevant to **your** insurance policy or claim.

Where **we** refer to personal data, as set out in these notices, it is also deemed to include special category data, for example; medical conditions or convictions.

The information that **you** give **us** will be used by **us** and **your Insurance intermediary** and anybody appointed by **us** or them for the purposes of providing **you** with a quotation with a view to entering into an insurance contract, administering **your** insurance policy or a claim. It may be disclosed to reinsurers and to regulatory authorities for the purposes of administering **your** insurance policy or claim, as well as monitoring compliance with regulatory requirements.

Where this happens, **we** will ensure that anyone to whom **we** send **your** information agrees to treat it with the same level of protection as if **we** were dealing with it.

If **you** provide personal data on behalf of or about another person, **you** confirm that they have given **you** permission to give the information to **us** and **your Insurance intermediary** and that **we** and they may process it.

We and **your Insurance intermediary** may undertake checks against publicly available information (such as DVLA records for MyLicence checks, electoral roll, county court judgements, bankruptcy orders or repossessions). These checks may be made when **you** take out insurance with **us** or if **you** make a claim and the information shared with anyone acting on **our** behalf to administer **your** insurance policy or a claim (e.g. loss adjustors or investigators).

Credit Searches

To help **us** prevent fraud and to check **your** identity, **we** and **your Insurance intermediary** may search files made available to **us** by credit reference agencies, who may keep a record on that search.

How we will use your data

Underwriting Purposes

We will examine the potential risk in relation to **your** prospective or current policy (including anyone else likely to be involved, for example **your** age and the age of any other prospective drivers), so **we** can:

- consider whether to accept the relevant risk;
- make decisions about the provision and administration of insurance policies and related services for **you** (and members of **your** household or company depending on **your** policy type);
- validate **your** claims history (or the claims history of any person likely to be involved in the insurance policy or claim) at any time, including upon application for insurance, in the event of an accident or a claim, or at a time of renewal.

DVLA

This paragraph applies where **you** have agreed **we** may access Driver & Vehicle Licensing Agency 'DVLA' records:

Information will be collected from **you** to enable **us** to examine the potential risk in relation to **your** policy so that **we** can provide **your** (or any person covered by this policy for whom **we** hold details) Driving Licence Number ("DLN") to the DVLA to confirm **your** (or any person covered by this policy for whom **we** hold details) licence status, entitlement and relevant restriction information, in addition to endorsement/conviction data. Searches may be carried out prior to **you** purchasing cover and, in the event **you** purchase a policy, at any point throughout the duration of **your** insurance policy including at the mid-term adjustment and renewal stage(s). A search of the DLN with the DVLA should not show a footprint against **your** (or any person covered by this policy for whom **we** hold details) driving licence. For details relating to personal information held about **you** by the DVLA, please visit www.dvla.gov.uk.

Motor Insurance Database

Information relating to **your** insurance policy will be added to the Motor Insurance Database ("MID") managed by the Motor Insurers' Bureau ("MIB"). MID and the data stored on it may be used by certain statutory and/or authorised bodies including the Police, the DVLA, the DVANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

- Electronic Licensing;
- Continuous Insurance Enforcement;
- Law enforcement (prevention, detection, apprehension and or prosecution of offenders);
- The provision of government services and or other services aimed at reducing the level and incidence of uninsured driving;
- If **you** or anyone covered by this policy are involved in a road traffic accident (either in the UK, the EEA or certain other territories), insurers and or the MIB may search the MID to obtain relevant information;
- Persons (including his or her appointed representatives), pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.

It is vital that the MID holds **your** correct registration number. If it is incorrectly shown on the MID **you** are at risk of having **your** vehicle seized by the Police.

You can check that **your** correct registration number details are shown on the MID at www.askmid.com. **You** should show these notices to anyone insured to drive the vehicle covered under this insurance policy.

Claims Management Purposes

In the event of a claim, **we** may need to disclose personal information with any other party involved in that claim, such as third parties involved in the incident, insurers, solicitors or representatives and medical teams (either relating to third parties or appointed by **us**), the Police or other investigators. **We** may also have to investigate **your** claims and conviction history.

Management Information Purposes

We will analyse insurance and other markets for the purposes of: risk assessment, performance reporting, portfolio assessment and management reporting.

Anti-fraud Purposes

Fraud prevention and detection

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

- Share information about **you** with other organisations and public bodies including the Police; and/or
- Undertake credit searches and additional fraud searches; and/or
- Check and/or file **your** details with fraud prevention agencies and databases, and if **you** give **us** false or inaccurate information and **we** suspect fraud, **we** will record this.

We and other organisations may also search these agencies and databases to:

- Help make decisions about the provision and administration of insurance, credit and related services for **you** and members of **your** household or company depending on **your** policy type; and
- Trace debtors or beneficiaries, recover debt, prevent fraud and to manage **your** accounts or insurance policies; and
- Check **your** identity to prevent money laundering, unless **you** furnish **us** with other satisfactory proof of identity.

We can, on request, supply further details of the databases **we** access or to which **we** contribute.

Claims history

Under the conditions of **your** policy **you** must tell **us** about any Insurance related incidents (such as fire, water damage, theft or an accident) whether or not they give rise to a claim. When **you** tell **us** about an incident **we** will pass information relating to it to industry databases.

We may search databases when **you** apply for insurance, in the event of any incident or claim, or at time of renewal of **your** insurance policy (if applicable), to validate **your** claims history or no claims bonus or that of any other person or property likely to be involved in the insurance policy or claim; this includes, but is not limited to:

- Claims and Underwriting Exchange (CUE)
- Motor Insurers Anti-Fraud & Theft Register (MIAFTR)

How your data will be processed

Insurance agencies and industry databases

We may pass information to the Claims and Underwriting Exchange Register (CUE) and the Motor Insurers' Anti-Fraud and Theft Register (MIAFTR), run by the Motor Insurers'

Bureau (MIB). The aim is to help **us** to check information provided by **you** and also to prevent fraudulent claims. These registers may be searched in considering any application of insurance in connection with the policy. **We** will pass any information relating to any incident (such as an accident or theft), which may or may not give rise to a claim under this insurance policy and which **you** have to notify **us** of in accordance with the terms and conditions of this insurance policy, to the relevant registers.

Other insurers

We may pass information about **you** and this insurance policy to other insurance companies with whom **we** reinsure **our** business or who are dealing with a claim made under this policy. In addition, information may be passed to other insurance related organisations in common with industry practice. Such companies may be located in countries outside the UK and Gibraltar but within the European Economic Area ("EEA").

Information on products and services

Where **we** have relevant consent, **we** may use the details **you** have provided to send **you** information about **our** other products and services or to carry out research. **We** may contact **you** by letter, telephone or e-mail. Please be reassured that **we** won't make **your** personal details available to any companies other than those that are contracted by **us** to provide services relating to **your** insurance contract with **us**. If **you** would prefer not to receive information from **us** or those companies who provide services on **our** behalf, simply tell **our** service provider when **you** call or write to them at:

Head of Risk and Compliance
Collingwood Insurance Services (UK) Limited
Collingwood House
Redburn Court
Earl Grey Way
North Shields
Tyne and Wear
NE29 6AR

Your insurance intermediary

In the event that **we** are unable to continue to trade with **your Insurance intermediary** because they have ceased to trade through bankruptcy or liquidation, or in the event that their relevant FCA authorisation is revoked, **we** reserve the right to pass **your** insurance policy and all details on to another intermediary. If **you** do not wish for this to happen then please put **your** request in writing to **us**.

How long we will keep your data

We will keep **your** personal information for as long as reasonably necessary to fulfil the purposes set out in this notice and to comply with **our** legal and regulatory obligations. **We** have a detailed retention policy in place which governs how long **we** will hold different types of information for. The exact time period will depend on the purpose for which **we** collect that information, for example:

- Policies: 7 years
- Claims: 7 years
- Complaints: 7 years

In some circumstances depending on the nature of **your** policy and any claims made under it, data may be retained for a further period. It is retained for as long as a potential claim might be made or whilst a claim is being processed.

Your rights and your personal data

You are entitled to receive a copy of the information **we** hold about **you**. A request for personal data is free, unless the request is manifestly unfounded or excessive, in which case a reasonable administration fee may be charged.

We take reasonable steps to ensure that the information **we** hold about **you** is accurate and where necessary up to date and complete. **You** are entitled to ask for any inaccurate personal data held by **us** to be rectified. **You** are entitled, in certain circumstances, to request that **your** personal information held by **us** is erased (subject to meeting certain criteria). Both of these rights are subject to **our** legal obligations under the regulations.

You have the right to restrict or object to the processing of **your** personal data, subject to **our** legal obligations under the regulations. Please note in some circumstances **we** will not be able to cease processing **your** information, for example if **you** have a live insurance contract with **us** or an ongoing claim under **your** insurance contract.

You have the right to data portability which allows **you** to obtain the information previously provided to **us**, in a structured, commonly used and machine readable format. **You** have the right to request for this data to be transmitted to another data controller or processor, where this is possible.

You have the right to object to the processing of **your** personal data in respect to direct marketing or on grounds relating to **your** particular situation at any time.

If **you** have been subject to an automated decision and do not agree with the outcome, **you** can ask **us** to review it.

If **you** would like to find out more about **your** data protection rights or exercise any of the rights mentioned above, **you** can contact **our** service provider:

Head of Risk and Compliance
Collingwood Insurance Services (UK) Limited
Collingwood House
Redburn Court
Earl Grey Way
North Shields
Tyne and Wear
NE29 6AR
Email: Compliancemail@Collingwood.co.uk

If **you** wish to raise a complaint about how **we** have handled **your** personal data, **you** can contact **our** Data Protection Officer:

Data Protection Officer
Collingwood Insurance Company Limited
7.02 World Trade Center
Bayside Road
Gibraltar
GX11 1AA
Email: Enquiries@Collingwood.gi

If **you** are not satisfied with **our** response or believe **we** are processing **your** personal data in a way which is not in accordance with the law, **you** can complain to the Gibraltar Regulatory Authority at the following address:

Our Service Commitment

What to do if you have a complaint

We are dedicated to providing **you** with the high standard of service **you** have the right to expect. If **we** fall below this standard or **you** are unhappy with any aspect of **our** service please follow the steps below, which have been created to ensure **you** are directed to the firm responsible for dealing with **your** queries:

Step 1 – What **you** should do first

- If **you** have any questions or concerns about the way **your** policy was sold to **you** please contact **your Insurance intermediary**.
- If **you** have a complaint about a claim, please contact the person handling **your** claim in the first instance. **You** will find their name and phone number on any letters they have sent to **you**.
- If **you** have a complaint about the cover in this policy document, or **our** service, please contact **our** service providers in the United Kingdom at the following address, quoting **your** policy number which is shown on **your Schedule**:

Head of Risk and Compliance
Collingwood Insurance Services (UK) Limited
Collingwood House
Redburn Court
Earl Grey Way
North Shields, Tyne and Wear
NE29 6AR

In relation to complaints about a claim under this policy, **your** policy document or **our** service, the final response will be issued by **us**.

Step 2 - In the event that **you** remain dissatisfied with any final response to **your** complaint **you** may contact the Financial Ombudsman Service at

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone: 0800 023 4567 free for people phoning from a “fixed line” (for example, a landline at home) or 0300 1239123 (calls to this number are currently charged at the

same rate as 01 or 02 numbers on mobile phone tariffs).

E-mail: complaint.info@financial-ombudsman.org.uk

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

Customer Feedback

If **you** have any suggestions or comments about **our** cover or the service **we** have provided please write to:

Collingwood Insurance Services (UK) Limited
Collingwood House,
Redburn Court,
Earl Grey Way,
North Shields,
Tyne and Wear
NE29 6AR

We always welcome feedback to enable **us** to improve **our** products and services.

Telephone Recording

For our joint protection telephone calls may be recorded and monitored by **us** or **our** service providers.

Financial Services Compensation Scheme

Collingwood Insurance Company Limited is a member of the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from this scheme if **we** cannot meet **our** liabilities under this policy. Compulsory insurance, such as third party motor insurance, is covered in full by the scheme. Non-compulsory cover such as damage to the insured vehicle is covered for up to 90% of its value.

Further information about the scheme is available on the FSCS website at www.fscs.org.uk or by writing to the FSCS at:

10th Floor
Beaufort House
15 St Botolph Street
London
EC3A 7QU

Guidance Notes

These guidance notes are to help you understand this insurance.

We rely on the information that you have supplied. If any of the information changes (see page 4 for further details) or is incorrect you must tell us immediately through your insurance intermediary. If you fail to do so your insurance may not be valid.

Commercial Vehicle Insurance Policy

INTRODUCTION (PREAMBLE)

This policy document is evidence of a legally binding contract of insurance between **you** (the Insured) and **us** (Collingwood Insurance Company Limited). **We** rely upon:

- the information **you** provided or which has been provided on **your** behalf and which is displayed on **your Proposal form** or **Statement of fact**, and
 - any other information given either verbally or in writing by **you** or on **your** behalf;
- in the formation and throughout the duration of the contract.

You must read this policy, the **Schedule** and the **Certificate of Motor Insurance** together. The **Schedule** tells **you** which sections of the policy apply. Please check all the above documents carefully to make certain they give **you** the cover **you** want.

We agree to insure **you** under the terms, conditions and exceptions contained in this policy document or in any **Endorsement** applying to this policy document. The insurance provided by the policy document covers any liability, loss or damage that may occur within the **Geographical limits** of the policy during any **Period of insurance** for which **you** have paid, or agreed to pay the premium.

Nobody other than **you** (the Insured) and **us** (Collingwood Insurance Company Limited) has any rights that they can enforce under this contract except for those rights that they have under road traffic law in any country in which this insurance applies.

Unless specifically agreed otherwise, this insurance shall be subject to English Law.

The terms and conditions of this policy and all other information concerning this insurance are communicated to **you** in the English language and **we** undertake to communicate in this language for the duration of the policy.



Russell Pollard, Executive Director

Collingwood Insurance Company Limited

Authorised Insurers, registered in Gibraltar (Reg. No. 89988). Registered office: Sovereign Place, 117 Main Street, Gibraltar, GX11 1AA.

Collingwood Insurance Company Limited is authorised and regulated by the Gibraltar Financial Services Commission.

The Financial Services Compensation Scheme covers this policy. Further information is available at www.fscs.org.uk

Collingwood Insurance Company Limited is a member of the Association of British Insurers.

Guidance Notes

The words or phrases shown opposite have the same meaning wherever they appear in this document (in bold font) and in the Certificate of Motor Insurance, Schedule and Endorsements.

This insurance has restrictions on the way that your vehicle can be used. Your Certificate of Motor Insurance shows the details of the restrictions applying to your insurance.

Definitions (when displayed in bold font in this policy document)

Approved repairer

A motor vehicle repairer authorised by **us** or **our** representative to repair the **Insured vehicle** following a valid claim under Section 2 or Section 3 of this insurance.

Audio equipment

Radios, cassette players and CD players permanently fitted to the **Insured vehicle**. Two-way radio equipment is not included in this definition.

Calendar month

A period of not less than 30 days.

Certificate of Motor Insurance

A document, which is legal evidence of **your** insurance and is required by law and forms part of this contract of insurance. The **Certificate of Motor Insurance** must be read with this policy document.

Endorsements

A change in the terms of this insurance which replaces or alters the standard insurance wording and is printed on or issued with the **Schedule**.

Excess

An amount **you** have to pay towards the cost of a claim under this insurance. An amount which is not covered by insurance. **You** have to pay this amount regardless of the circumstances leading to the claim.

Geographical limits

The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

Hazardous goods

- Petrol and liquid petroleum gas transported in bulk, explosives or chemicals of a volatile, explosive, corrosive or toxic nature, and/or
- Any goods listed in Classes 1 to 9 of the Health and Safety Executive (HSE) rules relating to the carriage of dangerous goods.
The rules require the display of hazard warning (ADR or Hazchem) panels and that the driver of the vehicle carries a Tremcard.

Insurance intermediary

The intermediary who has placed this insurance with **us**, acting on **your** behalf as **your** agent and through whom all matters concerning this insurance are handled.

Guidance Notes

Industry Valuation Guides are recognised guides used to calculate the second hand value of vehicles by both the motor and insurance industries.

The words or phrases shown opposite have the same meaning wherever they appear in this document and in the Certificate of Motor Insurance, Schedule and Endorsements.

We should be told via your insurance intermediary if there is to be any alteration to these details or if they are incorrect.

Insured vehicle

The **Insured vehicle** the details of which and registration number are shown on the **Schedule**. **Insured vehicle** includes accessories which are permanently fitted to the vehicle but does not include any item of sound reproduction, communications, navigation or in vehicle entertainment equipment other than **Audio equipment** as defined above. The **Insured vehicle** is the subject matter of this contract of insurance.

Market Value

The cost of replacing **the Insured vehicle** as far as may be practical with a vehicle of similar make, model, age and condition (including similar mileage). In order to determine the **Market value**, **we** will use Industry Valuation Guides with allowances being made for mileage, condition and use of **your** particular vehicle. If no guide value exists, **we** shall rely upon an independent valuation by an assessor or engineer of **our** choice, whose valuation will be based on the best assessment of the pre-accident condition of **your** vehicle, or in the event that the vehicle or its remains are unavailable for inspection, upon the relevant vehicle documentation (including MOT Certificate, Purchase and Service Documentation).

Period of insurance

The period between the effective date and expiry date shown on the **Schedule** and any subsequent period for which **we** accept renewal of the insurance.

Proposal form

The application for insurance and declaration completed by **you** or on **your** behalf. **We** have relied on the information provided on this form in entering into this contract of insurance. If there are any alterations to the facts shown in this form **you** should inform **your Insurance intermediary** as soon as possible.

Schedule

The document which shows details of the insured policyholder and insurance protection provided and forms part of this contract of insurance.

Statement of Fact or Statement of Insurance

The form that shows the information that **you** gave **us** or that was given on **your** behalf. **We** have relied on the information provided on this form in entering into this contract of insurance. If there are any alterations to the facts shown in this form **you** should inform **your Insurance intermediary** as soon as possible.

Terrorism

Terrorism as defined in the Terrorism Act 2000.

We/Us/Our

Collingwood Insurance Company Limited

You/Your

The insured policyholder named on the **Schedule** or **Certificate of Motor Insurance**.

Guidance Notes

This part of your policy explains which sections apply depending on the type of cover you have chosen.

Insurance provided – guide to policy cover

The level of cover provided by this insurance is shown on **your Schedule**. The sections of this Commercial Vehicle Insurance Policy that apply for each level of cover are as shown below. Cover is subject to any **Endorsement** shown on **your Schedule**.

Comprehensive

Sections 1 to 5 of this Commercial Vehicle Insurance Policy apply.

Third Party Fire and Theft

Sections 1, 3, 4 and 5 of this Commercial Vehicle Insurance Policy apply.

Third party only

Sections 1, 4 and 5 of this Commercial Vehicle Insurance Policy apply.

The General Exceptions and General Conditions of this Commercial Vehicle Insurance Policy apply to all levels of cover.

Guidance Notes

This section shows the cover provided to certain categories of people allowed to drive the insured vehicle.

There is a limit on the amount the policy will pay for damage to property belonging to other persons.

We will pay legal costs and expenses that have been incurred with our consent.

We must provide cover for emergency medical treatment by law.

Section 1: Liability to other people

Use of the Insured Vehicle

We will cover the categories of people listed below for their legal liability for death, bodily injury or damage to property arising out of the use of **the Insured vehicle** or an attached trailer or caravan:-

You, and

- any person permitted to drive the **Insured vehicle** under the **Certificate of Motor Insurance** who is driving with **your** permission, and
- any passenger in the **Insured vehicle**, and
- any person using (but not driving) the **Insured vehicle** for social domestic and pleasure purposes with **your** permission, and
- **your** employer or business partner in the event of an accident occurring while the **Insured vehicle** is being used for the business of **your** employer or business partner as long as your **Certificate of Motor Insurance** allows such business use, and
- the legal representatives of any person who would have been covered under this section.

Third Party Property Damage Limit

The cover provided for damage to property is limited to £10,000,000 in respect of any one occurrence or series of occurrences arising out of one event.

Legal Costs

If **we** give **you** written permission beforehand **we** will pay:

- solicitors fees for representing **you** at any fatal accident enquiry, Coroner's, Magistrates or similar court, and
- the reasonable cost of legal services to defend **you** against a charge of manslaughter or causing death by careless or inconsiderate driving or dangerous or reckless driving.

We will only pay these legal costs if they arise from an accident that is covered under this insurance.

Emergency Medical Treatment

We will pay emergency medical treatment charges required by the Road Traffic Acts. If this is the only payment **we** make, it will not affect your no claims discount.

Guidance Notes

This part explains where cover does not apply.

Exceptions to Section 1

We shall not be liable:-

- if the person claiming is otherwise insured, or
- for loss or damage to property belonging to or in the care of any person insured under this section or for not being able to use any such property, or
- for damage to the **Insured vehicle** or property in it or being conveyed in it or for not being able to use any such property, or
- for loss or damage to any trailer or caravan being towed by the **Insured vehicle** or for not being able to use any such trailer or caravan, or
- if the death of or bodily injury to any person covered under this section arises out of or in the course of his/her employment except where such liability must be covered under the Road Traffic Acts, or
- for death or bodily injury to any person being carried in or on any trailer or caravan
- if a person who was not driving makes a claim and he/she knew that the person driving did not hold a valid driving licence, or
- for legal costs if the person claiming such costs has previously been convicted of any offence for manslaughter or causing death by reckless or dangerous driving, or
- for damage to any bridge, viaduct, weigh-bridge or road or anything beneath attributed to vibration or by the weight of the vehicle and its load if the **Insured vehicle** exceeds the maximum gross vehicle, plated or train weight permitted by the relevant law, or
- for death injury or damage arising while the **Insured vehicle** is not on a public road and is in the process of being loaded or unloaded by any person other than the driver or attendant of the vehicle, or
- for death, bodily injury, loss or damage arising while the **Insured vehicle** is working as a tool of trade (this exception does not apply to the normal activities of a goods carrying commercial vehicle), or
- for death, bodily injury, loss or damage arising from plant forming part of or attached to the **Insured vehicle**, or
- for death, bodily injury, loss or damage caused by or attributable to the spraying or spreading of any chemical by an agricultural tractor, self propelled agricultural or forestry machine or any trailer attached to such a vehicle.

Guidance Notes

Under this section we will provide cover when your vehicle suffers loss or damage, including damage to windows and the windscreen, (less any excess you must pay) caused by the events shown opposite.

These are the ways in which we may settle your claim.

The market value of the insured vehicle in the event of a total loss will be based on Industry Valuation Guides.

In the event of the insured vehicle being a total loss it becomes our property.

This section restricts the amount we will pay if the parts needed to repair the vehicle are unavailable.

We will not pay the cost of any repair or replacement which improves the insured vehicle.

Section 2: Loss of or damage to the Insured vehicle

This section only applies if the cover shown on your Schedule is Comprehensive.

We will cover **you** against loss or damage to the **Insured vehicle** (less any **Excess** that applies) caused accidentally or as a result of malicious damage or vandalism. Loss or damage more specifically covered under Section 3 of this policy is excluded. Cover also applies under this section while the **Insured vehicle** is in the custody of a member of the motor trade for servicing or repair.

Under this section we may either:

- pay for the damage to be repaired, or
- with **your** agreement provide a replacement vehicle, or
- pay an amount of cash equivalent to the loss or damage.

The most we will pay is the lower of:

- the **Market value** of the **Insured vehicle** immediately before the loss, or
- the cost of repairing the **Insured vehicle**.

If the **Insured vehicle** was not first registered from new in the United Kingdom **we** will not pay more than the purchase price paid by **you** at the time that **you** purchased the vehicle.

If the **Insured vehicle** is the subject of a Hire Purchase Agreement, payment will be made to the owner whose receipt shall be a discharge of any claim under this section.

If the **Insured vehicle** is deemed to be beyond economical repair the damaged vehicle becomes **our** property once a claim is met under the policy. **You** must send **us** the vehicle registration document, MOT certificate and the **Certificate of Motor Insurance** for the **Insured vehicle** before **we** are able to meet the claim.

Repairs

If parts required for repairing the **Insured vehicle** are not available in the United Kingdom **our** liability for those parts shall not exceed the manufacturers' last United Kingdom list price or if not listed the price of those parts for the nearest comparable vehicle available in the United Kingdom.

We may at **our** option use parts that have not been supplied by the original manufacturer to repair the **Insured vehicle**. These parts will be subject to the **Approved repairer's** guarantee.

We will not pay the cost of importing parts that are not available in the United Kingdom.

We will not pay the cost of any repair or replacement which improves the **Insured vehicle** or its accessories to a better condition than they were in immediately before the loss or damage. If this does happen **you** must make a contribution towards the cost of repair or replacement. **You** may be required to contribute to the cost of replaced items such as exhausts or tyres.

Guidance Notes

If the insured vehicle suffers damage covered by the policy, we will pay the cost of removing it to the nearest approved repairer.

An excess is the amount you must pay towards a claim for loss of or damage to the insured vehicle and/or fitted accessories (where applicable).

Protection and Recovery

If the **Insured vehicle** cannot be driven following an incident leading to a valid claim under this section, **we** will pay:-

- the cost of its protection and removal to the nearest **Approved repairer**, competent repairer or place of safety, and
- the reasonable cost of re-delivery to **your** home or business address within the United Kingdom after the completion of repairs, and
- the cost of storage of the **Insured vehicle** incurred with **our** written consent.

If the **Insured vehicle** is damaged beyond economical repair **we** will arrange for it to be stored safely at premises of **our** choosing.

You should remove **your** personal belongings from the **Insured vehicle** before it is collected from **you**.

In the event of a claim being made under the policy **we** have the right to remove the **Insured vehicle** to an alternative repairer or place of safety at any time in order to keep the cost of the claim to a minimum.

Excess

You will be responsible for paying the amount shown on the **Schedule** in respect of any claim relating to loss of or damage to the **Insured vehicle**.

Guidance Notes

Under this section we will provide cover when your vehicle suffers loss or damage by fire or theft, including damage to windows and the windscreen, (less any excess you must pay).

Fire damage must be caused by flames. Charring of overloaded wiring is not covered.

These are the ways in which we may settle your claim.

The market value of the insured vehicle in the event of a total loss will be based on Industry Valuation Guides.

In the event of the insured vehicle being a total loss it becomes our property.

This section restricts the amount we will pay if the parts needed to repair the vehicle are unavailable.

We will not pay the cost of any repair or replacement which improves the insured vehicle.

Section 3: Loss of or damage to the Insured vehicle by Fire or Theft

This section only applies if the cover shown on your Schedule is either Comprehensive or Third Party Fire and Theft.

We will cover **you** against loss of or damage to the **Insured vehicle** (less any **Excess** that applies) caused by fire, lightning, self ignition, explosion, theft or attempted theft.

Cover also applies under this section while the **Insured vehicle** is in the custody of a member of the motor trade for servicing or repair.

Under this section we may either:

- pay for the damage to be repaired, or
- with **your** agreement provide a replacement vehicle, or
- pay an amount of cash equivalent to the loss or damage.

The most we will pay is the lower of:

- the **Market value** of the **Insured vehicle** immediately before the loss, or
- the cost of repairing the **Insured vehicle**.

If the **Insured vehicle** was not first registered from new in the United Kingdom **we** will not pay more than the purchase price paid by **you** at the time that **you** purchased the vehicle.

If the **Insured vehicle** is the subject of a Hire Purchase Agreement, payment will be made to the owner whose receipt shall be a discharge of any claim under this section.

If the Insured vehicle

- is stolen and has not been recovered at the time of settlement, or
- regardless of the type of loss or damage is deemed to be beyond economical repair

the damaged vehicle becomes our property once a claim is met under the policy. **You** must send **us** the vehicle registration document, MOT certificate and the **Certificate of Motor Insurance** for the **Insured vehicle** before we are able to meet the claim.

Repairs

If parts required for repairing the **Insured vehicle** are not available in the United Kingdom **our** liability for those parts shall not exceed the manufacturers' last United Kingdom list price or if not listed the price of those parts for the nearest comparable vehicle available in the United Kingdom.

We may at **our** option use parts that have not been supplied by the original manufacturer to repair the **Insured vehicle**. These parts will be subject to the **Approved repairer's** guarantee.

We will not pay the cost of importing parts that are not available in the United Kingdom.

We will not pay the cost of any repair or replacement which improves the **Insured vehicle** or its accessories to a better condition than they were in immediately before the loss or damage. If this does happen **you** must make a contribution towards the cost of repair or replacement. **You** may be required to contribute to the cost of replaced items such as exhausts or tyres.

Guidance Notes

If the insured vehicle suffers damage covered by the policy, we will pay the cost of removing it to the nearest approved repairer.

An excess is the amount you must pay towards a claim for loss of or damage to the insured vehicle and/or fitted accessories (where applicable).

Protection and Recovery

If the **Insured vehicle** cannot be driven following an incident leading to a valid claim under this section, **we** will pay:-

- the cost of its protection and removal to the nearest **Approved repairer**, competent repairer or place of safety, and the reasonable cost of re-delivery to **your** home or business address in the United Kingdom after the completion of repairs, and
- the cost of storage of the **Insured vehicle** incurred with **our** written consent.

If the **Insured vehicle** is damaged beyond economical repair **we** will arrange for it to be stored safely at premises of **our** choosing.

You should remove **your** personal belongings from the **Insured vehicle** before it is collected from **you**.

In the event of a claim being made under the policy **we** have the right to remove the **Insured vehicle** to an alternative repairer or place of safety at any time in order to keep the cost of the claim to a minimum.

Excess

You will be responsible for paying the amount shown on the **Schedule** in respect of any claim relating to loss of or damage to the **Insured vehicle** caused by fire, lightning, self-ignition, explosion, theft or attempted theft.

Guidance Notes

There are circumstances where cover under these sections does not apply. They are shown opposite.

Loss of or damage to radios, cassette and CD players is covered but only up to the fixed amount shown opposite. This limit is the maximum amount we will pay before your excess has been deducted.

You must take all necessary measures to avoid loss or damage.

Exceptions to Sections 2 and 3:

These sections of **your** insurance policy do not cover the following:

- The amount of any **Excess** shown on the **Schedule** or in this policy document or both.
- Any amount greater than £500 in respect of any one occurrence for loss or damage caused to **Audio equipment** permanently fitted to the **Insured vehicle**. This amount is also subject to the deduction of any **Excess** in the **schedule**, this policy document or both.
- VAT if **you** are VAT registered.
- Indirect losses, which result from the incident that caused you to claim. For example we will not pay compensation for **you** not being able to use the **Insured vehicle**.
- Wear and tear, mechanical or electrical breakdown including failure of any equipment, integrated circuit, computer chip, computer software or computer related equipment and failure or breakages of any part due to application of brakes or road shocks.
- Depreciation or loss of value following repairs.
- Loss of or damage to the **Insured vehicle** arising from the vehicle being taken by a person:
 - 1) who is not permitted to drive under the **Certificate of Motor Insurance**, and
 - 2) who is also **your** employee or a member of **your** family or household or in a close personal relationship with **you** or **your** family or household

unless **you** prove that the person intended to permanently deprive the owner of the vehicle.

- Loss suffered due to any person obtaining any property by fraud or deception, for example a purchaser's cheque not being honoured by their bank.
- Loss or damage to the **Insured vehicle** where possession of it is gained by deception on the part of someone pretending to be a buyer or someone pretending to act on behalf of a buyer.
- Loss or damage caused by pressure waves from aircraft or any flying object.
- Loss of or damage to keys, keyless entry cards, lock or ignition activators, alarm or immobiliser activators.
- Repairs, re-programming or replacement of any component, including locks on the **Insured vehicle**, consequent upon the loss of or damage to the vehicle's keys, keyless entry cards, lock or ignition activators or alarm or immobiliser activators.

Guidance Notes

You must remove your ignition key and lock your vehicle whenever you leave it even if only for a short period of time e.g. at a petrol station.

Vehicle thieves often steal the keys first especially if the vehicle has an immobiliser and break into houses just to access keys to steal the vehicle. Always keep keys secure even inside your home (do not leave keys where a burglar can easily find them such as on a shelf or hook).

The cost of sign writing and specialist paintwork is covered but only up to £250, which is also subject to the deduction of any excess.

- Loss of or damage to the **Insured vehicle** and/or **Audio equipment** arising from theft or attempted theft when:-
 - ignition keys have been left in or on the **Insured vehicle**, or
 - the **Insured vehicle** has not been secured by means of all door locks, or
 - any window or any form of sliding or removable roof or hood have been left open or unlocked.
- Loss or damage caused to the **insured vehicle** or the cost of draining and cleaning caused by an inappropriate type, grade or mis-delivery of fuel, or filling its fuel tank with any other liquid, additive or contaminant.
- Confiscation, requisition or destruction by or under the order of any Government or Public or Local Authority.
- More than £250 in respect of sign-writing, advertisements, logos or specialist paintwork. This amount is also subject to the deduction of any **Excess** in the **schedule**, this policy document or both.
- Loss or damage caused directly or indirectly by fire if the **Insured vehicle** is equipped for cooking and/or heating of food or drink.
- Damage to tyres caused by braking, punctures, cuts or bursts.
- Loss of or damage to any item of sound reproduction, communications, navigation or in-vehicle entertainment equipment other than to **Audio equipment** as defined elsewhere in this policy document.

Guidance Notes

This section describes the cover available if you take your vehicle abroad.

Restrictions apply as far as full policy cover is concerned so, before travelling abroad, please contact your insurance intermediary.

Take your certificate as evidence of insurance.

We will only consider extending this insurance to countries which are covered by the International Green Card system.

Section 4: Foreign use of the Insured vehicle

Legal minimum insurance

While the **Insured vehicle** is

- in any country which is a member of the European Union (EU), or
- any other country in respect of which the European Commission is satisfied has made arrangements to meet the requirements of Article 8(1), second subparagraph of EU Directive 2009/103/EC relating to civil liabilities arising from the use of motor vehicles

This policy provides the minimum level of cover in respect of liability which is legally insurable in the country concerned.

This legal minimum insurance does not include cover for loss of or damage to the **Insured vehicle**.

Full policy cover

If you wish to include the policy cover displayed on your **schedule** in addition to the legal minimum cover shown above, you must contact **your Insurance intermediary** to obtain **our** agreement in advance of **your** intended trip abroad. If **we** consent to such an extension of cover, a Green Card may be required. Any agreement by **us** to extend full policy cover beyond the limitations described above may be subject to an additional premium and policy restrictions.

If the policy is extended to provide the cover shown on **your Schedule** whilst abroad:

- use of the **insured vehicle** abroad is limited to no more than 45 days in total in any one **Period of Insurance**.
- insurance is automatically provided on the **Insured vehicle** while it is being transported (including loading and unloading) between ports in countries where **you** have cover, provided the **Insured vehicle** is being transported by rail or a recognised sea route of not more than 65 hours, and
- **we** will pay the reasonable cost of delivery of the **Insured vehicle** to **you** after repairs in the country in which damage was sustained, or to **your** home or business address if the damage cannot be repaired economically by the intended time of **your** return to the United Kingdom or if the vehicle is stolen and recovered after **your** return to the UK, and
- **we** will pay the amount of foreign customs duty for which **you** are liable as a direct result of loss or damage to the **Insured vehicle** preventing its return to the UK.

The exceptions applying to sections 1, 2 and 3 of this insurance also apply to this section

Guidance Notes

This section explains how you can earn a No Claims Discount and how this will be affected if you make a claim under the policy.

Section 5: No Claims Discount

As long as no claim is made under this policy during any annual **Period of insurance**, **we** will give **you** a discount when **you** renew **your** insurance. The discount **you** will receive will depend on the no claims discount scale **we** are using when **you** renew **your** insurance. However, **your** entitlement will be affected in the event of a claim or multiple claims being made under this policy in accordance with the following table:

Continuous period of claim-free insurance at commencement of policy or last renewal date	In the event of a single claim in any one Period of insurance the number of years' entitlement will be reduced to the following amount at the next renewal date of the policy	In the event of a second claim in any one Period of insurance the number of years' entitlement will be reduced to the following amount at the next renewal date of the policy
1 year	Nil	Nil
2 years	Nil	Nil
3 years	1 Year	Nil
4 years	2 years	Nil
5 years or more	3 years	Nil

Your no claims discount will not be affected in the following circumstances:-

- if **we** make a full recovery of all payments made by **us** in connection with the claim, or
- if **we** only have to pay for an emergency treatment fee.

If **you** make a claim or if a claim is made against **you** for an event which **you** may not consider to be **your** fault and **we** have to make a payment this will affect **your** no claims discount unless **we** can recover **our** outlay in full from the responsible party.

If **you** decide to cancel **your** policy and premiums remain outstanding **we** will not be able to issue proof of no claims discount until the outstanding premiums are paid.

You cannot transfer **your** no claims discount to somebody else.

Guidance Notes

Throughout this insurance you have seen exceptions which apply to each section. These General Exceptions apply to all sections.

Accident, injury, loss, damage or legal liability occurring as a result of the items specified opposite are not covered.

General Exceptions

THESE GENERAL EXCEPTIONS APPLY TO THE WHOLE OF THE INSURANCE

Your insurance does not cover:

1. Any liability, loss or damage arising while the **Insured vehicle** is being:
 - a) used for a purpose which is not permitted or is excluded by the **Certificate of Motor Insurance**, or
 - b) used on a race track, racing circuit or prepared course unless **you** have told **us** about this and **we** have agreed to provide cover, or
 - c) driven by or was last in the charge for that purpose of any person who is not included to drive on **your** current **Certificate of Motor Insurance** or temporary cover note or who is excluded by **Endorsement**, or
 - d) driven by or was last in the charge of for that purpose of any person including **you** who is disqualified from driving or has never held a licence to drive a vehicle or is prevented by law from having a licence, or
 - e) driven by or is in the charge for that purpose of any person who does not meet the terms and conditions of their driving licence, or
 - f) driven by or is in the charge for that purpose of any person who does not have **your** order or permission to drive the **Insured vehicle**, or
 - g) driven by or is in the charge for that purpose of any person who holds or last held a provisional driving licence unless that person is accompanied by a full licence holder aged 21 years or over and the accompanying full licence holder has held a full driving licence for at least 3 years.

General Exception 1 will not apply

- if the **Insured vehicle** has been stolen or taken away without your permission, or
- if the **Insured vehicle** is in custody of a garage for repair or servicing, or
- under General Exception 1a) only, while the **Insured vehicle** is being used for vehicle sharing purposes as defined in General Condition 8 of this policy.

2. Any loss, damage, death or injury arising as a result of a "road rage" incident or deliberate act caused by **you** or any driver insured to drive.
3. Any liability, loss or damage if the **Insured vehicle** has been modified and the modifications have not been notified to and approved by **us**.
4. Any liability loss or damage that occurs outside of the **Geographical limits** of this policy unless extended under the terms of Section 4 Foreign Use (apart from the minimum cover required by law).
5. Any liability **you** have accepted under an agreement or contract unless **you** would have had that liability anyway.

Guidance Notes

Throughout this insurance you have seen exceptions which apply to each section. These General Exceptions apply to all sections.

Accident, injury, loss, damage or legal liability occurring as a result of the items specified opposite are not covered.

6. Any legal liability of whatsoever nature directly or indirectly caused by or contributed to or arising from
 - ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, or
 - the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component.
7. Any consequence of war invasion or act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
8. Death, bodily injury, loss, damage and/or liability arising during (unless **you** prove that it was not occasioned thereby) or in consequence of
 - earthquake
 - riot or civil commotion occurring elsewhere than in Great Britain, the Isle of Man or the Channel Islands.
9. Liability in respect of
 - accident, loss or damage to any aircraft, or
 - death or bodily injury arising in connection with accident loss or damage to any aircraft, or
 - any other loss indirectly caused by such accident loss or damage to any aircraft incurred caused or sustained while any vehicle covered by this insurance is in any airport or airfield.
10. Liability, loss or damage resulting from pollution or contamination however caused, other than as required by the law of any country in which **we** have agreed to provide cover under this policy.
11. Any liability loss or damage caused by acts of **Terrorism** apart from the minimum level of cover **we** must provide by law
12. Death, bodily injury, loss, damage and/or liability resulting from the **Insured vehicle**;
 - carrying a load which results in the Gross Plated weight or Gross Train Weight for the vehicle being exceeded, or
 - being driven with an unsecured load or a number of passengers which makes it unsafe to drive or exceeds the manufacturer's specification, or
 - towing a trailer which has an unsafe or unsecured load, or
 - towing a greater number of trailers than is permitted by law, or
 - being used as a tool of trade.
13. Loss damage or liability caused by the solidification, spillage, leakage or misdelivery of any load being carried on or being loaded onto or unloaded from the **Insured vehicle**.
14. Liability, costs or expenses in respect of any proceedings brought against **you** or judgement passed in any court outside of the **Geographical limits**, unless the proceedings or judgement arise out of the **Insured vehicle** being used in a foreign country which **we** have agreed to extend this insurance to cover and the proceedings are brought or judgement passed in such country.
15. Any liability, loss or damage resulting from the carriage of any **Hazardous goods** other than as required by the law of any country in which **we** have agreed to provide cover under this policy.

Guidance Notes

These conditions explain your responsibilities under this contract of insurance.

General Conditions

THESE GENERAL CONDITIONS APPLY TO THE WHOLE OF THE INSURANCE

1. Your duties

We will only provide the cover described in this insurance policy if:-

- the premium has been paid for the current **Period of insurance**, and
- **you** and anyone claiming under this insurance has met all the conditions contained in this policy document, the policy **Schedule**, **Certificate of Motor Insurance** and any **Endorsements** applied to the insurance, and
- the information **you** provided or which was provided on **your** behalf and which is displayed on **your Statement of fact** or contained in any declaration is, to the best of **your** knowledge and belief, correct and complete, and
- **you** provide us with all co-operation and assistance throughout the duration of this policy, for example if **we** request information or documentation from **you** when **you** purchase cover, make changes, submit a claim or renew, and
- **you** take all precautions to prevent loss or damage occurring and the extent of any loss or damage

Your premium is based on information **you** supplied at the start of the insurance, subsequent alteration or renewal. **You** must tell **us** via **your Insurance intermediary** immediately of any change to that information. Some non-exhaustive examples are any changes to the **Insured vehicle** from the manufacturer's standard specification, any change of vehicle, change of occupation (including part-time), change of address (including where a vehicle is kept), change of drivers, if **you** or any drivers sustain a motoring conviction or there is a change of main driver.

If **your** premium has been calculated on a limited annual mileage basis **we** may seek evidence at the time of a claim to prove that **your** estimated annual mileage has not been exceeded. In the event that the estimated annual mileage has been exceeded **you** will be required to pay any difference in premium before **your** claim can be admitted under this insurance.

You, or anyone acting on your behalf, when applying for cover, renewing or amending the policy, or making a claim, must not commit a fraudulent act, submit a false document or make a false or exaggerated statement. You must also not amend or alter any document provided by us under this policy. In the event you do not adhere to any of these requirements, cover under this policy may be declared void or otherwise cancelled immediately and you will not be entitled to a refund of premium. Any claims made against the policy will also not be paid. Where the full premium has not been paid, for example your payment has failed, been subsequently recalled or you have only paid a deposit, we will seek to enforce payment of the full premium balance.

If you or anyone acting on your behalf at any time acts abusively or makes inappropriate comments (for example but not limited to those of a sexual nature), to our staff or those of our service provider or your intermediary, then cover will cease immediately. Where applicable, you will be provided with a refund of premium in accordance with General Condition 4.

2. Looking after the Insured vehicle

You or any permitted drivers are required to maintain the **Insured vehicle** in a roadworthy condition. **You** or any person in charge of the **Insured vehicle** are required to take all reasonable care to safeguard it and its contents from loss or damage, for example the vehicle should not be left unlocked and ignition keys should not be left in or on the vehicle when **you** are not in the vehicle, no matter how briefly.

We shall at all times be allowed free access to examine the **Insured vehicle**.

There must be a valid Department for Transport test certificate (MOT) in force for the **Insured vehicle** if one is needed by law. In the absence of a valid Department for Transport test certificate (MOT) all cover under sections 2 and 3 of this insurance is cancelled and of no effect.

Guidance Notes

This condition explains what you need to do in the event of a claim to help us to provide you with the benefits of the policy.

Please also refer to 'What to do in the event of an accident' on page 2 of this booklet.

You must inform us of all claims against you. We will conduct negotiations with any third party claiming against you.

3. Claims procedures

In the event of an accident or incident **you** must telephone the 24 hour claim line on 0345 3700 008 immediately or as soon as practicable but in any event within 72 hours/3 days (see page 2 of this policy document for further details). If **you** delay reporting a claim to **us** it may increase claim costs, which **you** will become liable to pay. It may also invalidate **your** right to claim. If the loss or damage is covered by the policy **our** appointed claims representatives will arrange for the vehicle to be removed to the nearest **approved repairer**, competent repairer or place of safety, and safeguard the vehicle and its contents.

We will not pay for further damage to the Insured vehicle if **you** drive it or attempt to drive it in a damaged condition.

If **your** claim is due to theft, attempted theft, malicious damage or vandalism, **you** must also notify the police and obtain a crime report number.

We have the right to remove the Insured vehicle at any time. If the vehicle is damaged beyond economical repair **we** will arrange for it to be stored safely at premises of our choosing.

If **we** ask to examine driving licences and vehicle documentation before agreeing to settle a claim under this policy **you** must supply this documentation before **we** can proceed with the settlement.

Any indication of a claim against **you** must be notified to us in writing as soon as possible. Any writ or notification of civil or criminal proceedings should be sent to us by recorded delivery immediately.

We shall be entitled to take over and conduct the defence or settlement of any claim or prosecute any claim in the name of any person covered by this insurance.

No admission of liability, payment or promise of payment shall be made or given by **you** or any person on **your** behalf. No proceedings may be commenced against, or settlement accepted from, any other party without our written consent.

We shall have absolute discretion in the conduct of any proceedings or in the settlement of any claim and **you** must give us whatever co-operation, information and assistance is necessary.

We will not pay a claim if there is any other insurance in force which covers the same loss, damage or liability as this insurance.

If **you** owe premium, (including for these purposes any sum due under any credit agreement used to pay for this policy, as notified to **us** by **your Insurance intermediary**) or claims monies under this, or any other policy **you** hold with **us**, **we** will deduct such monies from any valid claim which becomes payable under this policy. If **we** deduct any sum due under a credit agreement from a claim payable under this policy, **we** shall pay such sum to **your Insurance intermediary** or as they may direct. Such deductions may reduce or remove any liability **we** owe **you**. In the event **your** debt is not extinguished or **we** are unable to deduct the amount owed for any reason, this condition does not prevent **us** from pursuing **you** separately for any balance owed.

Guidance Notes

Cancelling your insurance and the amount of return premium you can expect.

Please note that any refund from us whether during or after the reflection period may be subject to a further cancellation charge levied by your insurance intermediary.

Any charges levied by your insurance intermediary will be in accordance with the terms and conditions agreed between you and them at the time you arranged this insurance.

4. Cancellation

Providing **you** have not committed or are not suspected of committing a fraudulent act, the following cancellation condition applies.

Where a fraudulent act has arisen or is suspected, **your** policy may be declared void or cancelled immediately and no refund will be provided. For full details, please refer to General Condition 1.

Cancellation by **you** during the cooling off period

This insurance provides **you** with a cooling-off period to decide whether **you** wish to continue with the full policy. The cooling-off period is for 14 days from the date **you** receive **your** policy documentation.

If a period of less than 14 days has elapsed since **you** received **your** policy documentation, **you** have the right to cancel the policy and receive a refund of the premium **you** have paid:

- If at the date of cancellation **your** policy has not yet commenced **you** will receive a full refund of the premium **you** have paid from **us**; or
- If **your** policy has already commenced, **you** will receive a refund of premium from **us**, equivalent to the unexpired period of cover on a pro rata basis (providing there have been no claims or incidents likely to give rise to a claim in the current **Period of insurance**). If a claim, or an incident likely to give rise to a claim has arisen, no refund will be due).

Cancellation by **us** during the cooling off period

If a period of less than 14 days has elapsed since **you** received **your** policy documentation and where **you** have not provided acceptable documents, **we, our** authorised service provider, or **your Insurance intermediary** have the right to charge an additional premium and/or cancel **your** policy giving **you** 7 days' notice. **You** will receive a refund of premium from **us**, equivalent to the unexpired period of cover on a pro rata basis (providing there have been no claims or incidents likely to give rise to a claim in the current **Period of insurance**). If a claim, or an incident likely to give rise to a claim has arisen, no refund will be due).

Where **your** policy has been purchased via the internet, receipt will be deemed to have taken place when the documentation has been made available for download by **your Insurance intermediary**, unless manual posting has been requested.

Cancellation by **you** after the cooling off period

Beyond the above 14 days period, where cancellation is effected by **you**, **we** will allow a refund of premium which will be calculated using the scale at the end of this section (providing there have been no claims or incidents likely to give rise to a claim in the current **Period of insurance**. If a claim, or an incident likely to give rise to a claim has arisen, no refund will be due).

Cancellation by **us** (7 days' notice)

Where there is a valid reason to do so, **we, our** authorised service provider or **your Insurance intermediary** can cancel this policy by giving **you** 7 days' notice in writing to the last address **you** notified to **us**. **We** will allow a refund of premium which will be calculated using the scale at the end of this section (providing there have been no claims or incidents likely to give rise to a claim in the current **Period of insurance**. If a claim, or an incident likely to give rise to a claim has arisen, no refund will be due).

Guidance Notes

Non-exhaustive reasons for providing 7 days' notice of cancellation are:

1. Failure to co-operate (administration)

If information or documentation requested during the term of **your** policy is not supplied within the timescale(s) provided. A non-exhaustive example is **your** failure to supply copies of driving licence photocard and DVLA endorsements.

2. Failure to co-operate (claims)

Where **you** are required to co-operate with **us** or **our** service providers or to send information or documentation and **you** fail to do so within the timescale(s) provided, which materially affects **our** ability to process a claim or to defend **our** interests.

3. Failure to pay **your** premium

Including for these purposes failure to pay any sum due under any credit agreement used to pay for this policy, as notified to **us** by **your Insurance intermediary**.

4. Inappropriate behaviour

Where **you**, or anyone representing **you**, act abusively or make inappropriate comments (for example but not limited to those of a sexual nature), to **our** staff or those of **our** service providers or **your Insurance intermediary**.

5. Vehicle not roadworthy

Where **you** fail to maintain the **Insured vehicle** in a roadworthy condition, or **you** fail to look after it in accordance with General Condition 2 of this policy.

6. A change in circumstances

Where **we** have advised **you** that **we** are cancelling the policy due to changes in circumstances as detailed in **your Certificate of Motor Insurance, Schedule or Statement of Fact** or where the circumstances of a new claim or incident result in **us** no longer being able to provide cover.

We may pay any refund of premium due to **you** under this policy to **your Insurance intermediary** or as they may direct, which will discharge **our** liability to **you** in full in relation to that refund of premium.

Cancellation by us (immediate cessation of cover)

Where there is a valid reason for doing so, **we, our** authorised service provider, or **your Insurance intermediary** can cancel this policy immediately. **We** will refund the premium which will be calculated using the scale at the end of this section, as long as the reason for cancellation is not the result of a fraudulent act.

This is a non-exhaustive list of reasons why **we** may cancel **your** policy with immediate effect:

1. **You** commit or we suspect that **you** have committed a fraudulent act;
2. **You** fail to comply with the terms and conditions of **your** licence.

Guidance Notes

Cancellation Scale

Month	Premium Percentage Charged
1	15%
2	25%
3	35%
4	45%
5	55%
6	65%
7	75%
8	85%
9	90%
10	95%
11	100%
12	100%

5. Total Losses

If as a result of a claim the **Insured vehicle** is determined to be a total loss, **you** will have 30 days from **our** payment of the total loss settlement to provide details of a replacement vehicle to **us**. If the vehicle is acceptable to **us** and **we** agree to provide cover, **you** will be notified of any additional premium required. **You** will not be entitled to any refund of premium as a result of the change. Please note:

- If **you** do not provide details of a replacement vehicle within 30 days following settlement of the total loss, **your** policy will be cancelled at the expiry of this 30 days period and **you** will not receive a refund
- If any replacement vehicle **you** notify to **us** is unacceptable, this policy will cease with immediate effect and **you** will not receive a refund

In the event **your** policy is cancelled, all outstanding or overdue premium must be paid immediately. **We** may at **our** discretion reduce the claim payment by the amount of outstanding or overdue premium that **you** owe **us**.

6. Right of Recovery

If under the laws of any country in which this insurance applies, **we** have to make payments which but for those laws would not be covered by this policy, **you** must repay the amounts to **us**.

You or the person who caused the accident must also repay **us** any money **we** have to pay because of any agreement **we** have with the Motor Insurers' Bureau if such payment would not have been covered by the policy.

Any payment **we** make under this condition will prejudice **your** No Claims Discount and will also mean that there will be no entitlement to a return of premium if the policy is cancelled or declared void.

Guidance Notes

7. Motor Insurance Database (MID) and Continuous Insurance Enforcement

It is a condition of this insurance policy that **you** comply with the requirements of the 4th EU Motor Insurance Directive and supply details of all vehicles in **your** custody or control to **your Insurance intermediary** as soon as these vehicles come into **your** possession. **Your** failure to comply with these requirements may result in cancellation being invoked by **us** under General condition 4 of this policy.

Continuous Insurance Enforcement legislation also means that **your** vehicles must be insured at all times unless they have been declared by **you** as 'off the road' by way of a SORN declaration.

If there is no record on the MID showing **your** vehicle is insured, and **you** have not declared it as 'off road' (by completing a SORN), **you** will receive a letter warning **you** that **you** could face a fine, prosecution, and **your** vehicle could also be clamped, seized and ultimately, destroyed. For peace of mind **you** can check that **your** vehicle(s) appear on the MID by going to the MID's website: **www.askMID.com**. This will avoid the inconvenience of **you/your** drivers being un-necessarily stopped by the police.

If **you** have insured **your** vehicle(s) with **us** and it/they do not appear on the MID then **you** should contact **your Insurance intermediary** in the first instance to ensure the MID is updated. It is **your** legal obligation to make sure that **your** vehicle appears on the MID.

8. Vehicle Sharing

This policy allows **you** to carry passengers for social or similar purposes and **your** receipt of a mileage allowance or a payment by a passenger towards the cost of fuel will not invalidate cover as long as:

- **you** do not make a profit from the vehicle sharing arrangement, and
- **your** vehicle is not adapted to carry more than eight people (including the driver) and
- **you** are not carrying passengers as customers of a passenger-carrying business.

9. Drink and Drugs Clause

No cover will be provided under any section of this policy whilst the Insured vehicle is being driven by or is in the charge of any person who:

- 1) is subsequently convicted of a drink/drugs offence as a result of the incident leading to a claim under this policy, or
- 2) is subsequently proven to have been under the influence of drink/drugs at the time of the incident leading to a claim under this policy

Where **we** are required to meet any obligations under current Road Traffic law, **we** will recover from **you** or the driver, all sums paid (including all legal costs), whether in settlement or under a judgement, of any claim arising from the incident.



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