Collingwood Insurance

Motor Fleet Policy Document

WHAT YOUR DRIVER NEEDS TO DO IN THE EVENT OF AN ACCIDENT

Regardless of blame these measures will help to protect you and your driver.

The driver should stop as soon as possible, in a safe place. If anybody has been injured, he/she should call the police and ambulance service. If the vehicle is equipped with a warning triangle, it should be placed well before the obstruction.

It is worth keeping a pen and paper in the vehicle. The driver can then make a quick sketch of the direction and final position of each vehicle. He/she should write down the name, address and vehicle registration number of the other driver(s). He/she should also make a note of the number of passengers in each vehicle.

If the police attend the scene the driver should write down the officer's name, number and police

force. If the driver has a mobile phone with him/her and it is fitted with a camera, he/she should try and take photographs to support the positions of the vehicles and the extent of damage.

If anybody has been injured **your** driver should obtain all drivers' insurance details as well as giving his/her own details to anyone who has reasonable grounds for requesting them. It is most important to obtain details of all witnesses. If **your** driver is not to blame this will help **us** to recover **our** costs from the negligent party and minimise the effect on **your** future renewal premiums.

Make sure that **your** driver knows not to admit responsibility, either verbally or in writing.

If for any reason it has not been possible to exchange details with other drivers at the time of the collision, or the driver was 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 512 0317

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 will become liable to pay. It may also invalidate your right to claim. 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.

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 courtesy car while your vehicle is being repaired*
- FREE collection and re-delivery*
- FREE vehicle cleaning service*
- Repairers' work guaranteed for three years
- Windscreen repair/replacement

We will deal with **your** claim and claims made against **you** and/or **your** driver, as quickly and fairly as possible. Please read the General conditions in this policy document. For **our** joint protection telephone calls may be recorded and monitored by **us** and **our** service providers.

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Motor Fleet Insurance Policy

Important Customer Information

Notification of changes which may affect your insurance – keeping us updated

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 **your** occupation and/or the type of business activities in which **you** are involved
- A change of address or where the vehicles are normally kept
- A change in the use of any of the vehicles
- A vehicle is involved in an accident no matter how trivial

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.

This privacy notice may be updated from time to time, the latest version can be accessed from www.collingwoodinsurancecompany.com.

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, regulatory authorities, **our** service providers and third parties for the purposes of administering **your** insurance policy or claim, as well as monitoring compliance with regulatory requirements. **We** may share **your** personal information with other companies within **our** group.

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 and third party firms

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 or other third party firms to perform **our** contract or services. Such companies may be located in countries outside the UK. **We** will not transfer Personal Data outside the EU, unless necessary to perform **our** contract or services and in such circumstances, **we** will ensure the Standard Contractual Clauses are in place prior to the transfer taking place. This ensures the similar level of security of **your** data as if it was transferred to a company within the EU.

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:

- MyLicence Data for Policies not taken up: no more than 29 days
- Quotes: 6 months
- Policies including MyLicence Data: 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.

Automated Decision Making

We use automated processes to make decisions. These automated processes use data provided by **you**, other records **we** hold about **you** in **our** systems and data sourced from third parties. For example this may include driving licence database, claims databases, no claims discount databases and fraud databases.

In order to provide **you** with a price for **your** insurance policy, **we** need to obtain data from **you**. This includes **your** personal information, motor conviction history, claims history and what **you** are looking to insure, for example the vehicle **you** drive.

Once **you** have provided **us** with data, **we** carry out checks to validate this data (e.g. confirming **your** identity) and enrich it with data from third party sources. For example, **we** use the vehicle registration number **you** provided to source additional information on the vehicle **you** drive.

We calculate **your** insurance risk premium using pricing models to assess the data, as part of this **we** may make predictions on the likelihood that a claim will be made and the likely severity of a claim. This assessment is based on various factors including information about the area **you** live in such as the likelihood of crime and the cost of repairs in **your** area. All insurers will use different weightings to set their price and this is confidential to each insurer.

Once **we** have prepared a full view of **your** profile **we** may be able to provide **you** with a price.

We also make automated decisions throughout the life of **your** policy, for example before offering **you** a renewal or when dealing with a claim.

Where **we** make an automated decision using personal data which has a legal or similarly significant effect, **you** have certain rights in relation to that decision. In particular, **you** have the right to receive meaningful information about the logic involved in relation to the decision, the right to human intervention and the right to obtain an explanation of the decision and challenge it. For more information about this right and how to exercise it please see **your** rights and **your** personal data section below.

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 processer, 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, **you** can request us to review it, **you** can request information regarding the logic involved, **you** can request human intervention and if **you** 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:

Gibraltar Regulatory Authority
2nd Floor
Eurotowers 4
1 Europort Road
Gibraltar
GX11 1AA

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 how **we** can improve **our** cover or the service **we** have provided please write to **our** service providers at:

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.

Motor Fleet 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).

In the formation and throughout the duration of the contract, **we** rely upon:

- the information **you** provided, or which has been provided on **your** behalf and which is based on a fair presentation of risk before entering into an insurance contract, or contained in any declaration is, to the best of **your** knowledge and belief, correct and complete, and
- any other information given either verbally or in writing by **you** or on **your** behalf.

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, Chief Executive Officer
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 policy document (in bold font) and your 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 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 in conjunction with this policy document.

Courtesy car

A car loaned to **you** by our **Approved repairer** whilst the **Insured vehicle** is being repaired following a valid claim under section 2 or section 3 of this insurance.

Endorsement

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

Excess

An amount that **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

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

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

Insured vehicle

The **Insured vehicle,** the details of which and registration number have been notified to and accepted by **us** in writing. **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/or **Certificate of Motor Insurance** and any subsequent period for which **we** accept renewal of the insurance.

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

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 Motor Fleet 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 12 of this Motor Fleet Insurance Policy apply.

Third Party Fire and Theft

Sections 1, 3, 7, 8, 9, 10, 11 and 12 of this Motor Fleet Insurance Policy apply.

Third party only

Sections 1, 7, 8, 9, 10, 11 and 12 of this Motor Fleet Insurance Policy apply.

The General exceptions and General conditions of this Motor Fleet 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
- 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. This limit is increased to £20,000,000 for any incident involving a private motor car.

The limit is restricted to an amount of £5,000,000 if at the time of the loss, damage or legal liability occurring the **Insured vehicle(s)** was/were being used for:

- the carriage of passengers for hire and reward, or
- the carriage of **Hazardous goods**.

Legal Costs

We will pay (with **our** prior written consent):

- solicitors fees for representing **you** at any fatal accident enquiry, Coroner's, Magistrates or similar court, and
- all other reasonable costs and expenses for 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 treatment charges required by the Road Traffic Acts.

Unauthorised movement

We will extend the cover provided by this section to include any legal liability for death, bodily injury or damage to property arising out of the moving aside, with or without the authority of the owner, of an obstructing vehicle if the position of this vehicle prevents the legitimate passage or the loading or unloading of the **Insured vehicle(s).** This cover only applies while the obstructing vehicle is being driven by **you** or **your** partner, director or employee.

Guidance Notes

This part explains where cover does not apply.

We do not have to provide cover or settle claims under this section if any person claiming can claim for the same loss from any other insurance.

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 **you** or any person insured under this section or for not being able to use such property, or
- for damage to the **Insured vehicle** or property in it or being conveyed in it or on 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, or
- 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, causing death by reckless or dangerous driving or driving whilst under the influence of drink or drugs, or
- for damage to any bridge, viaduct, weigh-bridge or road or anything beneath attributed to vibration or by the weight of the **Insured 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 **Insured 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.

We calculate the market value using an average of industry guides and apply an adjustment based upon the condition of the vehicle but allowing for fair wear and tear based on the age of the insured vehicle. We aim to value your vehicle fairly under our 'right first time' policy. We aim to make our first valuation our best and final valuation. We will tell you what is covered and what is not covered at first report of a claim. Our offer letter will clearly explain our process in valuing total losses and explains any deductions made e.g. Excess or salvage.

However, if you disagree with our valuation of your vehicle, we will carefully consider any additional information you are able to provide about your vehicle, however, items such as new tyres, a new MOT, the length of tax remaining are unlikely to influence our valuation.

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 payment of a claim is made 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

Guidance Notes

Ultimately, if we are unable to reach agreement, and once our complaints process has concluded, you may have the right to refer the case to the Financial Ombudsman Service.

If the insured vehicle is declared a total loss, once you accept our valuation or we have paid the claim (or both) the insured vehicle becomes our property, unless we agree otherwise.

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.

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).

The excess is increased if the insured vehicle is being driven by a young or inexperienced driver.

repair or replacement. **You** may be required to contribute to the cost of replaced items such as exhausts or tyres.

If the **Insured vehicle** is fitted with Advanced Driver Assistance Systems (ADAS) **we** will pay for the recalibration of cameras or sensors fitted to the **Insured vehicle** to operate these systems, if required, following a claim that is covered under this section.

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**.

Young and Inexperienced Driver Excesses
In addition to the amounts of **Excess** shown on **your Schedule you** will be responsible for paying the following amounts while the **Insured vehicle** is being driven by or is in the charge of the categories of driver listed below:

Age of person driving or last in charge of the vehicle at the time of loss or damage	**Amount of Excess**
Aged 20 years and under	£350
Aged 21 to 24 years inclusive	£250
Aged 25 and over but:	
• who holds a provisional driving licence, or	£150
• who holds an international driving licence, or	
• who has held a full driving licence to drive a commercial motor vehicle issued either in a country within the **Geographical limits** or a member country of the European Union, but for less than one year.	

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.

We calculate the market value using an average of industry guides and apply an adjustment based upon the condition of the vehicle but allowing for fair wear and tear based on the age of the insured vehicle. We aim to value your vehicle fairly under our 'right first time' policy. We aim to make our first valuation our best and final valuation. We will tell you what is covered and what is not covered at first report of a claim. Our offer letter will clearly explain our process in valuing total losses and explains any deductions made e.g. Excess or salvage.

However, if you disagree with our valuation of your vehicle, we will carefully consider any additional information you are able to provide about your vehicle, however, items such as new tyres, a new MOT, the length of tax remaining are unlikely to influence our valuation.

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 shall 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 of **your** claim, or
- regardless of the type of loss or damage is deemed to be beyond economical repair

the damaged vehicle becomes **our** property once payment of a claim is made 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

Guidance Notes

Ultimately, if we are unable to reach agreement, and once our complaints process has concluded, you may have the right to refer the case to the Financial Ombudsman Service.

If the insured vehicle is declared a total loss, once you accept our valuation or we have paid the claim (or both) the insured vehicle becomes our property, unless we agree otherwise.

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.

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).

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** to a better condition than it was in 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.

If the **Insured vehicle** is fitted with Advanced Driver Assistance Systems (ADAS) **we** will pay for the recalibration of cameras or sensors fitted to the **Insured vehicle** to operate these systems, if required, following a claim that is covered under this section.

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 reasonable measures to avoid loss or damage.

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).

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 the **Insured vehicle** by fraud or deception, for example, but not limited to, 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.
- Damage to tyres caused by braking, punctures, cuts or bursts.
- Loss of or damage to vehicle 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.
- Loss of or damage to the **Insured vehicle** and/or anything inside it or **Audio equipment** while **you** are not in the vehicle 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.

Guidance Notes

There are certain circumstances which are not covered and these are shown opposite.

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 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.
- 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.
- Loss or damage whilst the **Insured vehicle** is being driven by or is in the charge of any person who has been convicted of a previous drink/drugs offence and:
  1) is subsequently convicted of a further 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.
- Loss of or damage to taxi metering equipment or ticketing equipment.

Section 4: Medical Expenses

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

We will pay up to £250 per person for medical expenses for anyone who is injured while they are in the **Insured vehicle**.

Guidance Notes

This section provides cover for damage to glass in the front windscreen of your vehicle.

The amount of excess shown on the Schedule applies to cover for glass damage unless the front windscreen can be repaired.

Section 5: Windscreen Damage

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

We will cover **you f**or the cost of repair/replacement of a broken glass front windscreen for the **Insured vehicle. We** may at **our** option use parts that have not been supplied by the original manufacturer when replacing front windscreens as a result of all claims under this section.

Using our approved replacement service

If the work in repairing or replacing **your** front windscreen is undertaken by **our** approved replacement service cover will be unlimited in amount but will be subject to any **Excess** that applies. The amount of **Excess** will be shown on **your Schedule** but this **Excess** will not apply if the broken front windscreen can be repaired rather than replaced.

If the **Insured vehicle**'s front windscreen is fitted with Advanced Driver Assistance Systems (ADAS) **we** will pay for the recalibration of the front windscreen to repair any safety sensors or cameras, (if required) and if the approved repairer is used, following a claim that is covered under this section.

In the event of an incident likely to give rise to a claim for damaged glass front windscreen please contact **our** approved replacement service as follows:

CALL THE 24 HOUR WINDSCREEN HELPLINE – TELEPHONE 0800 877 8682

Using an alternative windscreen supplier

If **you** do not use **our** approved replacement service cover under this section the maximum amount **we** will pay is £225, after the application of any **Excess** that applies, for any one claim. The amount of **Excess** will be shown on **your Schedule** but this **Excess** will not apply if the broken front windscreen can be repaired rather than replaced.

Exceptions to Section 5

This section of **your** insurance policy does not cover the following:

- **You** will be required to pay the **Excess** shown on the **Schedule** in respect of each claim under this section for the replacement of a front windscreen. This **Excess** will not apply where the front windscreen can be repaired and does not require replacement.
- **We** will not pay claims for the repair or replacement of rear or side windscreens/windows, sunroofs, glass roofs, panoramic windscreens, lights/reflectors or folding rear windscreen assemblies under this section.
- **We** will not pay claims for mechanical items associated with window mechanisms of the **Insured vehicle** under this section.
- **We** will not pay the cost of importing parts or items of replacement glass that are not available in the United Kingdom.
- If an incident occurs involving the breakage of multiple items of glass **we** will not pay for any replacement glass under this section.

Guidance Notes

If you have comprehensive cover, your vehicle is the subject of a claim under this policy and the repair work is to be undertaken by our approved repairers they will normally make a courtesy car available whilst your vehicle is being repaired.

The courtesy car will normally be a small hatchback rather than a 'like for like' replacement. The aim is to keep you mobile whilst repairs are being carried out. Use for Hire and Reward is EXCLUDED.

A courtesy car is not available if the vehicle insured is a total loss i.e. cannot be repaired.

Section 6: Provision of a Courtesy Car

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

If a valid claim is made under this policy, and the **Insured vehicle** is to be repaired by one of **our Approved repairers**, the repairer will provide **you** with a **Courtesy car** (subject to availability) for the duration of the repairs. Please note the duration of repairs will be deemed complete, and therefore cover under this section will cease, once the satisfaction note has been signed for release of the **insured vehicle**, unless **we** agree otherwise in writing.

If the parts required to repair the **Insured vehicle** are not immediately available to **our Approved repairer we** reserve the right to withhold the provision of a **Courtesy car** until such time as the necessary parts are available and repair work can proceed.

If the **Insured vehicle** is accepted by **our Approved repairer** as being a repairable proposition, but it is subsequently deemed by **us** to be beyond economical repair, **we** reserve the right to withdraw the **Courtesy car** immediately.

The **Courtesy car** can only be provided subject to availability and will be supplied subject to **our Approved repairer's** standard terms and conditions, for use in the United Kingdom only. **Our** aim is to keep **you** mobile rather than the **Courtesy car** being a replacement for the **Insured vehicle** in terms of status or performance. The **Courtesy car** will normally be a small hatchback of less than 1200cc.

While **you** are in possession of the **Courtesy car**, cover for loss of or damage to the car will be provided by this policy in accordance with its terms, **Endorsements** and conditions, including **Excesses** for which **you** will be responsible. **We** will not make a charge for this cover.

Any accidents or losses while **you** are in possession of the **Courtesy car** must be reported to **us** immediately.

Driving of the **Courtesy car** will be limited solely to those persons shown as entitled to drive on your **Certificate of Motor Insurance** and who are not excluded from driving by **Endorsement.** The use of the **Courtesy car** will be restricted to the use described on the **Certificate of Motor Insurance** but will not include use for hire and reward is excluded.

You are not required to inform **us** when **you** are supplied with a **Courtesy car** from **our Approved repairer**.

You must return the **Courtesy car** to **our Approved repairer** either when **we** ask **you** to do so or if this insurance falls due for renewal and **you** fail to renew it with **us**.

Guidance Notes

It is possible that if a vehicle owned by your employee is being used for your business and is not adequately insured a claim may be redirected against you. As long as you checked the employee's insurance was valid before allowing him/her to drive we will meet any third party claims if for some reason the employee's policy fails.

You must make the limitations relating to permitted use clear to your employees for this cover to apply.

Section 7: Contingent Liability

We will cover **you** for **your** legal liability to other people as defined in Section 1 of this Motor Fleet Insurance Policy (but not the legal liability of the driver) while any one of **your** employees uses a vehicle other than an **Insured vehicle** on **your** business and the vehicle:

- does not belong to **you**, and
- is not provided by **you**.

Exceptions to Section 7

This section of the policy does not apply;

- unless **you** have given permission to **your** employee to use the vehicle on **your** business, and
- unless **you** have taken all reasonable steps to ensure that there is in force a valid separate contract of insurance providing **you** with cover for such use, and
- if **you** are insured for the same legal liability by any other insurance policy.

There is no cover under this section for loss of or damage to the vehicle being used by **your** employee.

Section 8: Joint Liability

You and each of **your** associated and/or subsidiary companies will be regarded as third parties to one and other in respect of claims under section 1 of this Motor Fleet Insurance Policy. This undertaking is given on the basis that if the claim relates to a collision between two vehicles each vehicle is insured in its own right.

Section 9: Unauthorised Use

In the same terms that **we** insure **you** under this Motor Fleet Insurance Policy **we** will also cover **you** if the **Insured vehicle** is being used or driven without **your** knowledge or consent for any purpose not permitted by **your Certificate of Motor Insurance.**

Cover is only provided under this section on the understanding that you take all precautions necessary to ensure that all persons permitted to drive the **Insured vehicle** are made aware of the limitations of use as stipulated on **your Certificate of Motor Insurance.**

Guidance Notes

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

Our consent to the extension of full policy cover is required and if we provide such consent, restrictions will apply. Before travelling abroad, please contact your insurance intermediary.

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

You must make the limitations relating to permitted use clear to your employees for this cover to apply.

Section 10: 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

Private Motor Cars and Commercial Vehicles not exceeding 3.5 ton Gross Vehicle Weight which are not used for hire or reward purposes

In addition to the legal minimum cover shown above, this policy may be extended to provide the cover shown in **your Schedule** to any member country of the EU and also Andorra, Croatia, Gibraltar, Iceland, Liechtenstein, Monaco, Norway, San Marino and Switzerland provided that:

- **you** notify **your Insurance intermediary** before **your** journey abroad, and
- the use of the **Insured vehicle** abroad is limited to no more than 45 days in total in any one annual **Period of insurance**, and
- **you** or any permitted driver are normally resident within the **Geographical limits** of this policy, and
- the **Insured vehicle** will not be used for the carriage of goods or passengers for hire or reward whilst outside the United Kingdom (this is regardless of whether the **Certificate of Motor Insurance** permits this use).

Commercial Vehicles exceeding 3.5 ton Gross Vehicle Weight and any vehicle which is used for hire or reward purposes regardless of type or weight

If before departure **you** notify **us** via **your Insurance intermediary**, obtain **our** agreement, pay any extra premium and accept any additional terms that **we** may require, **we** will extend this insurance to provide the cover shown on **your Schedule** while the **Insured vehicle** is in:

- any member country of the EU, or
- Andorra, Croatia, Gibraltar, Iceland, Liechtenstein, Monaco, Norway, San Marino or Switzerland. Any agreement to issue cover for these categories of vehicle whilst abroad is at **our** sole discretion.

Guidance Notes

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

- 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 **Insured vehicle** is stolen and recovered after **your** return to the United Kingdom, 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 United Kingdom.

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

Guidance Notes

If you enter into a contract to do work for a principal, and the contract requires an indemnity to be provided to your principal, this insurance will cover you.

Section 11: Indemnity to Principals

In the same terms in which **we** insure **you** under Section 1 of this Motor Fleet Insurance Policy **we** will extend cover to include any liability assumed by **you** in connection with the **Insured vehicle(s**) under any contract with a principal for the execution of work or the provision of services.

Exceptions to Section 11
This section of **your** Motor Fleet Insurance Policy does not provide cover:

- if **we** do not have full control over the conduct of any claim which occurs, or
- for death of or any injury to any person in the employ of the principal arising out of and in the course of their employments except for the cover **we** must provide under the Road Traffic Acts or any other legislation applicable to motor insurance, or
- for any liability which attaches to the principal under any agreement which would not have attached in the absence of any such agreement, or
- for any sum in excess of the amount required to indemnify the principal, or
- or any liability resulting from the negligence of any person other than **you, your** business partner, director or employee.

This section provides full policy cover if you allow your employee to use his/her own car for your business.

Your employee must have his/her own insurance even though this might not include business use.

Section 12: Occasional business use

This insurance will apply to any private motor car which does not belong to **you** and is not hired or lent to **you** whilst such private motor car is being used with **your** authority by any one of **your** employees in connection with **your** business.

Cover is only provided under this section on the basis that **your** employee has insured the vehicle in its own right.

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 United Kingdom/EU driving licence for at least 3 years and is not banned from driving, or

h) used in an unsafe condition either before or after an accident, or

i) used to convey any load in an unsafe or illegal manner either before or after an accident.

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 or a member of the motor trade for repair or servicing.

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 10 Foreign Use of the Insured vehicle (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. This exception does not apply to Section 11 Indemnity to Principals of this policy.

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 liability, loss or damage as a 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. Liability, loss or damage resulting from pollution or contamination, however caused, other than as required by the Road Traffic Act or the law of any country in which **we** have agreed to provide cover under this policy.

9. Liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of **Terrorism** apart from the minimum level of cover **we** must provide by law.

10. Death, bodily injury, loss, damage and/or liability arising during (unless **you** prove that it was not occasioned thereby) or in consequence of:

- Earthquake, or
- riot or civil commotion occurring elsewhere than in Great Britain, the Isle of Man or the Channel Islands.

11. 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.

12. Death, bodily injury, loss, damage and/or liability resulting from the **Insured vehicle**:

- being driven with an insecure load or a number of passengers which makes it unsafe to drive or exceeds the manufacturer's specification, or
- carrying a load which results in the Gross Plated Weight or Gross Train Weight for the vehicle being exceeded, 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 (other than if the **Insured vehicle** is a goods carrying commercial motor vehicle and is being used for the normal activities of a goods carrying commercial vehicle).

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 for driving other cars or vehicles. This policy only provides cover for the **Insured vehicle(s)**.

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 based on a fair presentation of risk before entering into an insurance contract, or contained in any declaration is, to the best of **your** knowledge and belief, correct and complete, and
- **you** provide **us** with 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, where applicable, renew, and
- **you** take all precautions to prevent loss or damage occurring and the extent of any loss ordamage.

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 address (including where vehicles are kept) or if **you** or any drivers covered by the policy sustain a motoring conviction.

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 of Transport test certificate (MOT) in force for the **Insured vehicle** if one is needed by law. In the absence of a valid Department of 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 512 0317 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 to **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.

To effect cancellation of **your** policy, **you** should contact **your Insurance intermediary**.

Cancellation by **you**

You or **your** duly authorised agent can cancel this policy by contacting **us**. Subject to **our** receipt of **your** instructions **we** will allow a refund of premium 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).

Please note **we** and/or **your Insurance intermediary** will write to **you** by email to the last email address provided to **us** (or postal address if this method of communication has been requested), confirming when **your** policy has been cancelled.

Cancellation by **us**

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 email address **you** notified to **us** (or postal address if this method of communication has been requested). Providing there have been no claims or incidents likely to give rise to a claim in the current **Period of insurance**, **we** will refund the premium relating to any unused portion of cover within the current **Period of insurance** on a pro rata basis.

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 photocard driving licence(s) 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**. This includes where partially paid premium does not cover the premium due for the time the policy was in force. There will be no refund of any partially paid premium if there has been a claim or incident likely to give rise to a claim. **We** have the right to collect any unpaid premium due.

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. 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(s)** 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** or **Schedule** 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** (30 days' notice)

If **your** policy only has one vehicle remaining and where the **Insured vehicle** is determined to be a total loss by **us** and **we** have paid the total loss settlement:

1. where **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 day period.

2. where less than 30 days' cover remain until expiry of the policy, the policy will naturally expire and **you** will not be able to purchase **your** next policy until an acceptable replacement vehicle has been notified to **us.**

We and/or **your Insurance intermediary** will confirm this by writing to the last email address **you** notified to **us** (or postal address if this method of communication has been requested).

Cancellation by **us** (immediate cessation of cover)

Where there is a valid reason for doing so, **we** or **our** authorised service provider can cancel this policy immediately by writing to the last email address **you** notified to **us** (or postal address if this method of communication has been requested). Providing there have been no claims or incidents likely to give rise to a claim in the current **Period of insurance**, **we** will refund the premium relating to any unused portion of cover within the current **Period of insurance** on a pro rata basis.

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. The person who is driving the **Insured vehicle** fails to comply with the terms and conditions of their driving licence.

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.

Guidance Notes

There is a legal requirement for you to notify us of vehicles as and when they come into your possession. Your failure to notify us will mean that no cover is in force and a prosecution may result.

5. Total Losses

If as a result of a claim an **Insured vehicle** is determined to be a total loss by **us**, **you** may provide details of a replacement vehicle to **us**, via **your Insurance intermediary**. If the vehicle is acceptable to **us** and **we** agree to provide cover, **you** will be notified of any additional premium required and the vehicle will be added to the Policy. **You** may be entitled to a refund of premium as a result of the change.

Please note:

- If any replacement vehicle **you** notify to **us** is unacceptable, **we** will notify this to **you** via **your Insurance intermediary**
- If the policy only has one vehicle remaining and this vehicle is declared 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**. Failure to do this within 30 days may result in **your** policy being cancelled. If the policy is cancelled, **you** will not be able to purchase a further policy from **us** until an acceptable replacement vehicle has been notified to **us**. 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**. Should less than 30 days'cover remain until expiry of the policy, the policy will naturally expire and **you** will not be able to purchase **your** next policy until an acceptable replacement vehicle has been notified to **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 mean that there will be no entitlement to a refund of premium if the policy is cancelled or declared void.

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.

Guidance Notes

8. 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 Judgment, for any claim arising from the incident.



Collingwood Insurance

Collingwood Insurance Company Limited

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