



Motor Fleet

Insurance Policy

MS&AD Aioi Nissay Dowa Insurance UK

CONTRACT OF INSURANCE

This **policy** is evidence of a legal contract between **you** and **us**.

It is important that **you** read it carefully to make sure it meets **your** requirements.

If it does not, or if **your** requirements change, **you** should contact **your** insurance adviser at **your** earliest opportunity.

Where a word appears in **bold** text, please refer to Definitions on page 4 of this **policy**.

This **policy**, any **endorsements**, **certificates of motor insurance** and the **schedule** must be read together as one contract.

The Sections applicable to **your** insurance are specified on the **schedule**.

Prior to the commencement of the **period of insurance** and at the subsequent renewal of this **policy you** must disclose every material circumstance **you** know or ought to know, and provide a fair presentation of the information required to enable **us** to assess **your** insurance risk.

Information which must be disclosed to **us**, includes, but is not limited to:

- a) details of unspent criminal convictions;
- b) licence suspensions received within the last 5 years or unspent motoring convictions where more than 6 penalty points have been received by any one driver;
- c) changes of use of the vehicle or change of business activities;
- d) vehicle modifications;
- e) claims information;
- f) previous insurance record;
- g) young or inexperienced driver details unless the **policy** is endorsed to permit any licenced driver;
- h) drivers who do not hold an appropriate EU licence; and
- i) details concerning the carriage of **hazardous goods**.

In addition **you** must notify **us** if any of the information **you** provided at inception or renewal is inaccurate or incomplete or if there is a material change in circumstances which affect this insurance, at which time **we** may apply an additional premium or other additional terms or conditions.

If **you** are unsure as to whether or not certain facts should be disclosed please ask **your** insurance adviser.

If **you** do not disclose all material information **your** insurance may not cover **you** fully, or at all.

In consideration of the premium **you** have paid or have agreed to pay **we** will insure **you** against liability, loss or damage to property resulting from an accident or event occurring during the **period of insurance** arising out of the use of the **insured vehicle** in accordance with the terms, conditions and exclusions of this **policy**.

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DEFINITIONS

The following words will have the same meaning wherever they appear in this **policy, schedule, certificate of motor insurance** or any **endorsement** forming part of this **policy**. To help identify these words they will appear in **bold** in the **policy** wording. Where the singular is used, this will include the plural and vice versa.

Accessories

- a) spare parts of the **insured vehicle** which are not directly related to the working mechanisms of the **insured vehicle** excluding wagon sheets, ropes and tarpaulins;
- b) audio, satellite navigation, tracking, telematics, multimedia and communication equipment permanently fitted to the **insured vehicle** which is unable to operate independently from the **insured vehicle**.

Certificate of motor insurance

A document which is legal evidence of **your** insurance and forms part of this **policy**.

Compulsory motor insurance legislation

The Road Traffic Act, and any other Acts, Laws or Regulations which govern the insurance of liabilities to Third Parties arising from the driving or use of a motor vehicle in any country in which this **policy** operates.

Endorsement

Means an alteration in the terms of the insurance which alters the standard wording and is shown in **your schedule**.

Excess

The first part of any claim for which **you** are responsible. The **excess** will apply to each **insured vehicle**. Where the Section carries a separate financial limit, the separate limit applies over and above the value of the **excess** as specified in the **schedule**.

GBP

Great Britain Pound sterling, the official currency of the **United Kingdom**.

Hazardous goods

Means goods of a generally hazardous or dangerous nature and/or quantity that require carriage in accordance with:

- a) The Dangerous Substances (Conveyance by Road in Road Tankers and Tank Containers) Regulations 1992; and /or
- b) The Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009; and/or
- c) The Carriage of Dangerous Goods Manual published by the Health and Safety Executive or in any other equivalent Acts or publications of a similar name or nature.

Insured vehicle

Any motor vehicle advised to **us** as described in the current **certificate of motor insurance** and including:

- a) **private car** meaning a private passenger carrying vehicle with not more than 8 passenger seats, not used for hire and reward;

All other vehicles comprising;

- b) **agricultural vehicle** meaning a vehicle used solely for agricultural or forestry purposes;
- c) **articulated vehicle** meaning a goods carrying vehicle comprising power unit and one or more semi-trailers;

- d) **bus or coach** meaning a passenger carrying vehicle with 17 or more passenger seats;
- e) **commercial vehicle** meaning a motor vehicle manufactured or adapted for the carriage of goods (other than an **agricultural vehicle**);
- f) **motor cycle** meaning any motor cycle, motor cycle with sidecar or moped;
- g) **minibus** meaning a vehicle designed to carry between 9 and 16 passengers in addition to the driver;
- h) **special type vehicle** meaning a vehicle which is constructed to operate primarily as a tool of trade which is not a passenger carrying vehicle and is not designed for the carriage of goods; and
- i) **taxi** meaning a passenger carrying vehicle with not more than 8 passenger seats used for the carriage of passengers for hire and reward.

Unless requested by **you** and agreed by **us** this **policy** does not cover vehicles registered elsewhere than in the **United Kingdom**, the Isle of Man or the Channel Islands.

Market value

The cost of replacing **your** vehicle (at the time the loss occurred) with one of the same make, model, mileage, specification and condition as determined by reference to reputable vehicle value publications, but not greater than the last value disclosed by **you**.

Micro-enterprise

Means any business that has an annual turnover or balance sheet of 2 million Euros or less and fewer than 10 employees or as subsequently defined by the Financial Conduct Authority Handbook.

Misdelivery

Means the delivery of goods at a time or place or in a manner not meeting contractual requirements and includes circumstances where the driver or attendant has acted erroneously or been incorrectly directed.

Period of insurance

The period of time shown in the **schedule** and any subsequent period for which **we** have agreed to provide insurance and **you** have paid or agreed to pay the premium, subject to the terms, conditions and exclusions of this **policy**.

Personal effects

Items which **you** would wear or carry around for personal use, adornment or convenience while in the **insured vehicle** including portable audio equipment, multimedia equipment, communication equipment, personal computers and satellite navigation not permanently fitted to the **insured vehicle**, but excluding child car seats, jewellery, money, stamps, tickets, documents, securities and tools, goods or samples carried in connection with any trade or business and the property of fee paying passengers.

Policy

The **policy** document including any **endorsements**, **certificates of motor insurance** and **schedules** all of which must be read together as one contract.

Pollution or Contamination

Means the actual or threatened release, discharge, escape or dispersal of any solid, liquid, gaseous or thermal irritant or containment including smoke, vapour, soot, fumes, acids, alkalis, chemicals or waste (including materials to be recycled reconditioned or reclaimed).

Principal

Any person, company, local authority or other body with whom **you** have entered into a contract or agreement for the performance of work in connection with **your** business.

Private hire

Use for the carriage of passengers for hire and reward by direct booking through a licensed operator, other than **public hire**.

Public hire

Use for the carriage of passengers for hire and reward, including plying for hire in the streets or operating from a rank or central stand but excluding **private hire**.

Schedule

This is the document unique to **your policy** highlighting the level of cover chosen, limits and **endorsements** applicable to **your policy**.

Terrorism

Means any acts including but not limited to the use of, or the threat of use of force or violence as defined in the Terrorism Act 2000 (or subsequent amendments to, or successors of) committed for political, religious, racial or ideological purposes and with the intention to influence any government and/or to put the public or any section of the public in fear.

Trailer

Means any vehicle drawn by a motor vehicle and includes articulated trailers, semi-trailers and draw bar trailers, properly constructed to be towed by a motor vehicle.

United Kingdom

England, Scotland, Wales and Northern Ireland.

We/us/our

Aioi Nissay Dowa Insurance UK Limited as insurer and administrator.

You/your

The insured company, person or people named as the policyholder in the **schedule** and **certificate of motor insurance**.

CUSTOMER INFORMATION

If you need to make a claim

It is important that **you** notify **us** of any event (irrespective of who may be to blame), that may lead to a claim, at **your** earliest opportunity. Please contact **us** by telephone or e-mail using the contact list provided with this **policy** and **we** will be pleased to advise **you** of the steps to take.

We offer a 24 hour helpline to assist **you** to report claims.

When **you** wish to report an event that may give rise to a claim please provide **us** with the following information:

- a) **your policy** number, **your** name and **your** driver's name;
- b) **your** vehicle make, model and registration details;
- c) date, time and place where the event occurred;
- d) the nature of the event and the damage to the vehicles;
- e) name and address of the other driver, their insurance company, policy number and vehicle registration number;
- f) note the number of passengers in the third party's vehicle;
- g) take photos, if safe to do so, of the accident scene and the other driver's damage;
- h) police incident number if applicable;
- i) police accident reference if applicable;
- j) details of any witnesses including passengers in **your** vehicle; and
- k) a copy of the tachograph record and CCTV footage if available.

You should also refer to General conditions 2 and 3 of this **policy**.

How to cancel your policy

Should **you** wish to cancel this insurance **you** must notify **us** or **your** insurance adviser immediately. Formal cancellation instructions must be made to **us** (or **your** insurance advisor) in writing. Once cancelled **we** will update **your policy** and vehicle records on the Motor Insurance Database to reflect the last date of cover.

If your business is a **micro-enterprise...**

a) Cancellation within the cooling off period

You may cancel this **policy** within 14 days of purchase, or within 14 days from the day on which **you** receive the insurance documents whichever is the later.

Where cover has not yet started **we** will provide a full refund of the premium paid.

Alternatively if cover has started, **we** will refund the premium for the exact number of days left on the **policy**. **We** will also do this if **you** want to cancel **your policy** within 14 days after renewal.

b) Cancellation outside the cooling off period

You may cancel this **policy** anytime during the **period of insurance** and **we** will refund the premium for the exact number of days left on the **policy**.

Please also see "Return of premium" below.

If your business is not a **micro-enterprise...**

You may cancel this **policy** where cover has not started and **we** will provide a full refund of the premium paid.

Alternatively if cover has started, **you** may cancel this **policy** anytime during the **period of insurance** and

we will refund that part of the premium as set out in **our** short period rates below:

Period You have had cover for	Up to 7 days	Up to 30 days	Up to 60 days	Up to 90 days	Up to 120 days	Up to 180 days	Up to 240 days	240 days and over
Percentage of premium covering period on risk	15%	25%	30%	50%	60%	75%	90%	Full Premium
Refund percentage	85%	75%	70%	50%	40%	25%	10%	0%

The short period rates above assume that the **period of insurance** is 12 months and these will not necessarily apply where the **period of insurance** differs. Please also see "Return of premium" below.

Return of premium

Depending upon how **you** have paid **your** premium if there is any outstanding premium to be paid to **us** by **you** at the time of cancellation **we** will offset this against the refund for the cancellation. If this results in a return premium **we** will repay this to **you** and if this results in **you** owing **us** further premium **we** will write to **you** for payment.

"Premium adjustments" on page 9 of **your policy** will not affect **your** rights to obtain a refund if one is available.

Where this **policy** has been endorsed with a minimum and deposit premium **endorsement** as shown in **your schedule**, no return premium will be allowed if the remaining premium held by **us** falls below the minimum and deposit.

Cancellation via a finance provider.

If the premium for this **policy** is being paid through a Finance House and this **policy** is cancelled, the refund will be directed back to the Finance House.

Please also refer to General condition 16 – Our right to cancel this insurance.

Privacy Notice

Please refer to **our** Motor Fleet UK Privacy Notice for information on how **we** use **your** information, what **we** collect, why **we** collect it and who **we** share it with. This can be viewed online at www.aioinissaydowa.eu/en/our_operations/uk.cfm.

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 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:

- a) electronic licensing
- b) continuous insurance enforcement
- c) law enforcement (prevention, detection, apprehension and or prosecution of offenders)
- d) the provision of government services or other services aimed at reducing the level and incidence of uninsured driving.

If a vehicle of **yours** is involved in a road traffic accident (either in the United Kingdom, the EEA or certain other territories), insurers or the MIB may search the MID to obtain relevant information.

Persons (including their 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 correct registration numbers for **your** vehicles.

If incorrect details for any of **your** vehicles are shown on the MID **you** are at risk of having the relevant vehicle seized by the police. **You** can check that correct registration number details for **your** vehicles are shown on the MID at www.askmid.com

Preventing and detecting fraud and claims history

If false or inaccurate information is provided and fraud identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. **We** and other organisations may also access and use this information to prevent fraud and money laundering, for example when:

- a) checking details on applications for credit and credit related or other facilities;
- b) managing credit and credit related accounts or facilities;
- c) recovering debt;
- d) checking details on proposals and claims for all types of insurance; and
- e) checking details of job applicants and employees.

Premium adjustments

Where **you** make any changes to **your policy** and any additional premiums payable fall below **GBP50 + Insurance Premium Tax (IPT)** at the prevailing rate, **we** will make no charge.

If the change gives rise to a refund of premium and this falls below **GBP50 + Insurance Premium Tax (IPT)**, no refund will be given.

This does not apply to cancellation of **your policy**.

Our Regulator

Aioi Nissay Dowa Insurance UK Limited is authorised by the Financial Conduct Authority, and authorised and regulated by the Prudential Regulation Authority, Financial Services Register number 816870. Aioi Nissay Dowa Insurance UK Limited is registered in England and Wales (Company Number: 11105895), registered office: 52-56 Leadenhall Street, London EC3A 2BJ.

How to make a complaint

We aim to provide a high level of service and **we** want **you** to tell **us** when **we** don't. **We** take all complaints **we** receive seriously and aim to resolve them promptly, diligently and fairly; **we** welcome **your** feedback. **We** will record and analyse **your** comments to make sure **we** continue to improve the service **we** offer in accordance with the Motor Fleet UK Privacy Notice.

If **you** have any questions or concerns about **your policy** or the handling of a claim **you** should, in the first instance, contact **us** or **your** broker where applicable.

If **you** would like to make a complaint about **your policy** or the handling of a claim, please use the following details:

Post: Complaints Controller, Aioi Nissay Dowa Insurance UK Limited, PO Box 1308, Newcastle upon Tyne, NE12 2BF

Email: fleetcomplaints@aioinissaydowa.eu
fleetclaimcomplaints@aioinissaydowa.eu

Telephone: 0333 103 8122

Making a complaint does not affect any of **your** legal rights. If **you** remain dissatisfied, or if **you** have not received a written final response within eight weeks from the date of **your** complaint, **you** may be entitled to refer **your** complaint to the Financial Ombudsman Service (FOS). The FOS will establish if you are eligible to escalate **your** complaint to them and if so, independently consider **your** complaint free of charge. Their contact details are:

Post: The Financial Ombudsman Service, Exchange Tower, London E14 9SR

Email: complaint.info@financial-ombudsman.org.uk

Telephone: (Fixed): 0800 0234567 Tel (Mobile): 0300 1239123

Fax: +44 (0)20 7964 1001

Website: www.financial-ombudsman.org.uk

Please note:

- To check if **you** are an eligible complainant or if **you** are unsure whether the Financial Ombudsman Service will look at **your** complaint please contact them directly for further information. **You** are entitled to contact the Financial Ombudsman Service at any stage of **your** complaint. Their contact details are shown above.
- **You** must approach the Financial Ombudsman Service within 6 months of either **our** summary resolution or final response letter to **your** complaint. Please note that if **you** do not refer **your** complaint within the 6 months, the Financial Ombudsman Service will not have **our** permission to consider **your** complaint and therefore will only be able to do so in very limited circumstances, for example, if it believes that the delay was as a result of exceptional circumstances.
- Whilst **we** are bound by the decision of the Financial Ombudsman Service, **you** are not. The complaints handling arrangements above are without prejudice to **your** rights in law.

Financial Services Compensation Scheme

Each insurer is covered by the Financial Services Compensation Scheme (FSCS). If the insurer cannot meet its liabilities **you** may be entitled to compensation under the Scheme. If **you** were entitled to compensation from the Scheme, the level and extent of the compensation would depend on the nature of this . Further information about the Scheme is available from the Financial Services Compensation Scheme 10th Floor, Beaufort House, 15 St. Boltoph Street, London EC3A 7QU and on their website www.fscs.org.uk.

Language

The language of **your policy** and any communication throughout the duration of the **period of insurance** will be English.

Sanctions

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America. We will check all the above at new business, renewal and claims stages to ensure there are no sanctions to prevent **us** accepting **your premium** or paying **your** claim.

Taxes

There may be circumstances where taxes may be due that are not paid via **us**. If this occurs then it is **your** responsibility to ensure that these are paid direct to the appropriate authority.

COVER

The insurance cover you have

Your schedule shows **you** what cover **you** have. The different types of cover are listed below together with the Sections of the **policy** that apply. These may be amended by **endorsement**.

Comprehensive - All Sections apply unless otherwise stated in the **schedule**.

Third Party Fire and Theft - All Sections other than Sections 2, 5, 6 and 19 apply unless otherwise stated in the **schedule**.

Third party only - All Sections other than Sections 2, 3, 4, 5, 6 and 19 apply unless otherwise stated in the **schedule**.

The General exclusions and General conditions apply to all Sections of this **policy**.

SECTION 1 - LIABILITY TO THIRD PARTIES

We will insure **you** for all sums **you** may be legally liable to pay, including costs and expenses recovered by any claimant, for death or bodily injury to any person and/or loss or damage to property of a third party caused by or arising out of the use of the **insured vehicle** or **trailer** or during the loading or unloading of the **insured vehicle** or **trailer**.

In the same way as **you** are insured, **we** will also insure:

- a) any person permitted by **you** to drive the **insured vehicle** provided that the person holds a licence to drive the **vehicle** and/or has held and is not disqualified from holding or obtaining a licence unless a licence is not required by law and who is not prevented from holding or obtaining a licence as a result of failing to meet the relevant residency requirements;
- b) any person (other than the driver) permitted by **you** to use the **insured vehicle** provided the cover is shown on the **certificate of motor insurance**;
- c) at **your** request any person being carried in, on or getting into or out of the **insured vehicle**; and
- d) the legal representatives of any person who would have been entitled to insurance under this Section.

Damage to property - the maximum amount we will pay

We will pay up to the amount shown in the **schedule** for loss or damage to property of a third party, including costs and expenses, for any one loss or series of losses arising from one event caused by or arising out of the use of an **insured vehicle** or **trailer** attached to an **insured vehicle**.

Towing disabled vehicles

We will insure **you** while any **insured vehicle** is towing a caravan, **trailer** or broken-down vehicle.

We will not provide insurance:

- a) where a broken-down vehicle is being towed for reward;
- b) where the **insured vehicle** is towing more **trailers**, caravans or broken down vehicles than is allowed by law; or
- c) for loss or damage to the towed caravan or broken down vehicle or the contents carried in or on it.

Emergency medical treatment

We will pay for emergency treatment as required by the Road Traffic Act arising out of the use of the **insured vehicle**.

Compulsory Insurance

Your policy provides the minimum insurance required to comply with the laws relating to **compulsory motor insurance legislation** in any country in respect of which the Commission of the European Union is satisfied that arrangements have been made to meet the requirements of Articles 7 (2) of EU Directive on insurance of civil liabilities arising from the use of motor vehicles (No72/166/CEE).

Where the minimum insurance required is less than that provided in the **United Kingdom**, the higher level will apply.

Exclusions to Section 1

We will not insure **you** for the following except to the extent required by any **compulsory motor insurance legislation** in respect of:

- i) death or bodily injury or loss or damage to property caused by or arising beyond the limits of any carriageway or thoroughfare in connection with:
 - a) the bringing of the load to the **insured vehicle** for loading; or
 - b) the taking away of the load from the **insured vehicle** after unloadingby any person other than the driver or attendant of the **insured vehicle**;
- ii) death of or bodily injury to anyone, arising out of and in the course of their employment by **you**;
- iii) loss of or damage to property, including property being carried in or on the **insured vehicle**, belonging to or in the custody or control of any person claiming under this **policy**;
- iv) death or bodily injury to any person or loss or damage to property directly or indirectly caused by spillage, **pollution or contamination** unless this is directly caused by a sudden identifiable, unintended and unexpected event which occurs in its entirety at a specific time and place during the **period of insurance**;
- v) death or bodily injury to any person or loss or damage to property directly or indirectly caused by or attributed to the spraying or spreading of any chemical by an **agricultural vehicle** or **trailer** attached unless arising out of the collision or impact of the **insured vehicle** with an object or the overturning of the **insured vehicle**;
- vi) death or bodily injury or loss or damage to property arising while a **special type vehicle**, a **commercial vehicle** or plant forming part of a **commercial vehicle** or attached to it is working as a tool of trade;
- vii) death or bodily injury to any person or loss or damage to property arising from the carriage of **hazardous goods** unless this has been declared to and accepted by **us**. Where accepted, **we** will not pay any amount in excess of the sum shown in the **schedule** in respect of any loss or event. In the event of a claim where the carriage of **hazardous goods** has not been declared and accepted by **us we** will seek **our** right to recovery under General Condition 1;
- viii) death or bodily injury or loss or damage arising in respect of a detached **trailer** unless declared to and accepted by **us** and **you** have paid or agreed to pay any premium **we** have requested;
- ix) exemplary, aggravated or punitive damages;
- x) fixed penalties, fines or any costs arising from them; or
- xi) any accident, loss or damage to any aircraft, any liability or injury arising as a result or any indirect loss in connection with any aircraft operation arising from the presence of the **insured vehicle** in any area to which aircraft ordinarily have access and to which the general public do not have free access.

SECTION 2 - ACCIDENTAL DAMAGE

We will insure **you** for loss of or damage to the **insured vehicle** and its **accessories**, up to its **market value** at the time of the loss or damage.

For a claim under this Section **we** may at **our** option:

- a) pay for the damage to be repaired;
- b) pay an amount of cash to replace the lost or damaged item with one of a similar type and in similar condition; or
- c) replace the lost or damaged item with one of a similar type and in similar condition.

Incorrect fuelling

If incorrect fuel is put into the **insured vehicle**, **we** will pay the costs of:

- a) draining and cleansing the fuel system and including disposal of contaminated fuel; and
- b) rectifying any subsequent damage inadvertently caused to the **insured vehicle** through it being driven or moved.

We will not however pay the cost of the incorrect or replacement fuel.

For the purposes of this incorrect fuelling cover, paragraph i. of Exclusions to Sections 2, 3, 4, 5 and 6 will not apply.

Vehicles in the possession of a motor trader or attendant parking services

We will insure **you** under Section 2 for loss or damage to the **insured vehicle** while the **insured vehicle** is in the possession of a member of the motor trade for service or repair or while the **insured vehicle** is being driven for the purpose of manoeuvring or parking by an employee of a hotel or restaurant valet service or other parking attendant.

While the **insured vehicle** is in the hands of a motor trader for service or repair or valet service General exclusion 1 a) and b) will not apply.

SECTION 3 - FIRE DAMAGE

We will insure **you** in respect of damage to the **insured vehicle** and its **accessories** up to its **market value** at the time of the loss or damage, caused by fire, lightning or explosion.

For claims under this Section **we** may at **our** option:

- a) pay for the damage to be repaired;
- b) pay an amount of cash to replace the lost or damaged item with one of a similar type and in similar condition; or
- c) replace the lost or damaged item with one of a similar type and in similar condition.

If following payment under b) or c) above the **insured vehicle** and/or **accessories** are subsequently recovered then they will become **our** property.

SECTION 4 - THEFT

We will insure **you** in respect of the loss, or damage caused by, theft or attempted theft of the **insured vehicle** and its **accessories** up to its **market value** at the time of the loss.

For claims under this Section **we** may at **our** option:

- a) pay for the damage to be repaired;

- b) pay an amount of cash to replace the lost or damaged item with one of a similar type and in similar condition; or
- c) replace the lost or damaged item with one of a similar type and in similar condition.

If following payment under b) or c) above the **insured vehicle** and/or **accessories** are subsequently recovered then they will become **our** property.

SECTIONS 2, 3 AND 4 – EXTENSIONS FOR COMPREHENSIVE COVER ONLY

Where **your policy** provides insurance under Sections 2, 3 and 4 (as specified in the **schedule**) the following extensions apply:

Child car seat insurance

If the **insured vehicle** has a child car seat fitted and the **vehicle** suffers damage from fire, theft or is involved in an accident and **you** make a valid claim under Sections 2, 3 or 4 of this **policy**, **we** will pay up to **GBP500** towards the cost of replacing the child seat(s), even if there is no apparent damage to it.

The **excess** shown in the **schedule** will not apply to any loss under this Child car seat insurance.

Courtesy car

In the event of a valid claim under this **policy**, should **you** choose to use one of **our** approved repairers, they will arrange for the **insured vehicle** to be collected. If the **insured vehicle** is a **private car** **we** will provide and insure a free courtesy car subject to availability for the duration of the repairs to the **insured vehicle**. The courtesy car must be declared to **us** and added to the Motor Insurance Database.

Courtesy cars, where available, are not likely to be of the same size and specification as the **insured vehicle** and will be subject to the terms and conditions of the approved repairer. The terms agreed with the approved repairer will not affect the insurance of the vehicle under this **policy**.

New vehicle replacement

If the **insured vehicle**, being a **private car** or **commercial vehicle** with a gross weight of 7.5 tonnes or less is:

- a) stolen or lost and not recovered; or
- b) damaged to the extent that the cost of repairs will exceed 60% of the manufacturer's list price (including vehicle tax and Value Added Tax) at the time of the loss;

we will pay the cost of replacing the **insured vehicle** with a new one of the same or similar make, model and specification provided that:

- i) it is within its first year of registration;
- ii) **you** request it;
- iii) every other person with an interest in the **insured vehicle** consents; and
- iv) one is available in the **United Kingdom**, the Isle of Man or the Channel Islands.

If one is not available the maximum **we** will pay is the amount shown in the purchase receipt of the **insured vehicle** and its **accessories** after any applicable discounts but not including the vehicle tax or Value Added Tax.

We will then own the **insured vehicle** that was the subject of the claim.

For the purposes of this cover **taxis** are excluded.

Replacement locks

Where the keys and/or key fobs, ignition card or lock transmitter for the **insured vehicle** are lost or stolen,

we will pay the cost of:

- a) replacing the door and/or boot locks;
- b) replacing the ignition and/or steering lock;
- c) replacing the lock transmitter and/or central locking interface;
- d) recoding or, if necessary, replacing any alarm system used with the **insured vehicle**; and
- e) replacing the key or key fob.

The maximum sum **we** will pay per vehicle will not exceed **GBP1,250** for any one event.

Emergency accommodation and travel expenses

If as a result of an event occurring in the **United Kingdom**, the Isle of Man or the Channel Islands, the **insured vehicle** is:

- a) damaged to the extent that it cannot be driven; or
- b) is stolen and not recovered; and
- c) no courtesy car is available from the repairer

we will reimburse the cost of:

- i) one night's accommodation including food and travel costs; or
- ii) travel, including the cost of hiring a car of up to 1600cc, to get **you** home or to **your** destination; whichever is the lesser.

We will not pay more than **GBP100** for any one person or **GBP400** in total for any one event.

SECTIONS 2, 3 OR 4 – EXTENSIONS FOR COMPREHENSIVE AND THIRD PARTY FIRE AND THEFT COVER

Where **your policy** provides insurance under Sections 2, 3 or 4 (as specified in the **schedule**) the following extensions apply:

Total loss

If the **insured vehicle** suffers loss or damage where the costs of repair or replacement exceed the **market value** of the **insured vehicle** **we** will pay **you** up to the **market value** of the **insured vehicle** at the time of the loss and if **you** accept this, cover in respect of the **insured vehicle** ceases.

You must send **us** the **insured vehicle** registration document (V5c), **insured vehicle** purchase receipt, keys and all other relevant documents.

When **we** have paid **you**, the **insured vehicle** becomes **our** property.

If the **insured vehicle** is subject to a hire purchase or other credit agreement, payment will be made to the legal owner to discharge their interest in the vehicle. Any balance will then be paid to **you** after deduction of any **excess**.

See also General condition 3 g).

SECTION 5 - PERSONAL EFFECTS

We will provide insurance in respect of loss or damage to **personal effects** arising from an event involving the **insured vehicle** provided that:

- a) **you** request it;
- b) the maximum sum **we** will pay is **GBP500** per vehicle any one event;

- c) the **excess** shown in the **schedule** will apply to the first part of any loss; and
- d) in respect of theft, the **insured vehicle's** windows, doors and other openings are locked and it is broken into by force.

Where the **insured vehicle** is an open top or convertible **private car** and is parked, **we** will not pay for **personal effects** stolen from the **insured vehicle** unless taken from the locked boot or glove box or from the **insured vehicle** when its roof was secured and locked in place.

See also General condition 4 – Other insurances.

SECTION 6 - GLASS AND WINDSCREEN REPLACEMENT

Subject to the **excess** shown in the **schedule we** will insure **you** in respect of damage to the **insured vehicle's** windscreen, windows or glass sun roof and for any scratching of bodywork resulting solely and directly from that damage.

Replacement glass should be fitted by a company authorised by **us**.

The **excess** shown in the **schedule** will not apply where the glass is repaired by a company authorised by **us**, instead of being replaced.

This cover will not apply to damage to lights or reflectors.

EXCLUSIONS TO SECTIONS 2, 3, 4, 5 AND 6

We will not be liable in respect of:

- i) loss of use, wear and tear, depreciation, mechanical, electrical, electronic or computer breakdown failure or breakages or damage to tyres unless resulting from an accident involving the **insured vehicles**;
- ii) loss or damage to the **insured vehicles** arising out of theft or attempted theft unless **you** have removed the ignition keys from the **vehicle** and the **vehicle** is securely locked and all windows and sun roofs are closed;
- iii) loss or damage suffered by **you** due to any person obtaining any property by deception or fraud;
- iv) reduction in the value of **your vehicle** following a claim;
- v) any **excess** shown in the **schedule**. The **excess** will apply to each **insured vehicle**. Where **you** are claiming for an **insured vehicle** under more than one Section, the **excess** will apply only once;
- vi) loss or damage where **you** do not take reasonable precautions to protect the **insured vehicle** and maintain it in a roadworthy condition;
- vii) glass and windscreen replacement or repair under Sections 2, 3 or 4;
- viii) loss or damage resulting from the solidification of the **insured vehicles'** load; and/or
- ix) loss of fuel including theft.

SECTION 7 - TRAILERS

Specified trailers

Where **you** have provided **us** with details of **your trailers** and paid or agreed to pay any premiums which **we** have determined, the cover and **excess** applicable to **your insured vehicle** will include any specified **trailer**:

- a) while attached to the **insured vehicle**; and
- b) while detached from the **insured vehicle** but only while the **trailer** is on or in close proximity to **your** premises or while temporarily detached during the course of a journey and provided that the **trailer** is in **your** care, custody and control.

Where the **trailer** is detached but not within close proximity to **your** premises or temporarily detached whilst in the course of a journey regardless of whether the **trailer** is in **your** care, custody or control, no cover will apply, other than as is necessary to meet the requirements of any **compulsory motor insurance legislation**.

Where there is loss or damage to **your insured vehicle** and the specified **trailer** arising out of one event the **excess** will apply only once.

Unspecified trailers

Where a **trailer** has not been declared to **us**, Section 1 will apply, but only while the **trailer** is attached to an **insured vehicle**.

No cover will apply while the unspecified **trailer** is detached from an **insured vehicle**, other than as required under any **compulsory motor insurance legislation**.

SECTION 8 - MEDICAL EXPENSES

We will pay up to **GBP500** per person, for medical expenses incurred by anyone travelling in the **insured vehicle** that is injured as a direct result of an event involving the **insured vehicle**.

SECTION 9 - PROSECUTION DEFENCE COSTS

In respect of any death or serious injury which is insured under Section 1 of this **policy we** will arrange to provide and pay legal fees incurred for representation if proceedings are being taken against **you** or any authorised driver for:

- a) manslaughter;
- b) causing serious injury by driving a vehicle dangerously on the road;
- c) reckless or dangerous driving causing death;
- d) an offence under the following legislation or similar;
 - i) Health and Safety at Work Act 1974;
 - ii) Corporate Manslaughter and Corporate Homicide Act 2007;
 - iii) Health and Safety Inquiries (Procedure) Regulations 1975.

In addition **we** will also pay for:

- e) representation by a solicitor at any coroner's court, or fatal accident enquiry;
- f) the costs of appeal against a conviction mentioned in a), b) c) or d) above;
- g) prosecution costs awarded against **you** arising from those proceedings described in a), b), c) or d) above;

provided that:

1. the event causing death or serious injury occurs in the **United Kingdom**, the Isle of Man or the Channel Islands during the **period of insurance**.
2. the maximum sum **we** will pay under Section 9 of this **policy** will be **GBP2,000,000** for any loss or series of losses arising from one event; and
3. the claim has a greater than fifty percent chance of success.

Appointment of advisor

Claims under this Section will be referred to one of **our** panel of expert legal advisors, but **you** can appoint **your** own legal representative should **you** wish.

If **you** elect to appoint **your** own legal representative **you** must provide **us** with their details. **We** will pay for their services on the basis of **our** standard terms of appointment for legal representation or other reasonable terms of appointment to which **we** agree; **our** agreement not to be unreasonably withheld.

We will be entitled to have sight of the appointed legal representative's file, relating to the defence of a prosecution or representation at an inquiry or inquest at any time, and **you** are considered to have provided consent for **us** or **our** appointed agent to have sight of the file for auditing, quality and cost control purposes.

Barrister's opinion

At any time **we** may seek an independent barrister's opinion as to the prospects of success in defending the prosecution or of an appeal against a conviction as a result of any proceedings described in a), b), c) or d) above. If the opinion is that a "not guilty" plea does not have a reasonable prospect of success then **we** will advise **you** of that opinion.

Should **you** elect to continue with a "not guilty" plea then **we** will withdraw **our** support for **your** defence and be under no further obligation to **cover you** against any costs incurred from the date of **your** refusal to accept that opinion. **You** can obtain an independent barrister's opinion at **your** own expense. If the opinion **you** have obtained contradicts the opinion that **we** have obtained, **we** will ask the Chairperson or Vice-Chairperson of the Bar Council to appoint a Queen's Counsel to give a final opinion, at **our** expense, as to the prospects of success in defending the prosecution or the success of an appeal.

If the opinion of the Queen's Counsel agrees with **your** Barrister's opinion then **we** will continue to support **your** defence or appeal, but if it does not **we** will withdraw **our** support for **your** defence or appeal and be under no further obligation to indemnify **you** against any costs incurred from the date of the Queen's Counsel final opinion.

In the event that **you** are dissatisfied with the service provided by the appointed legal representative:

- i) during the proceedings, **you** should raise this with them in the first instance. If **you** remain dissatisfied and they;
 - a) are a member of **our** panel **you** can complain to **us** by following the complaints procedure "How to make a complaint" on page 10.
 - b) were **your** own appointment **you** could elect to replace them, but **you** must understand that;
 - this could prolong the court case;
 - whilst the consequences could be to **your** advantage they might be to **your** disadvantage; and
 - this is likely to incur increased costs for which **we** would only indemnify **you** if **you** have made **us** aware of **your** dissatisfaction and if **we** have given **our** written consent to replacement before it happens.

Clause i) b) does not affect any other part of Section 9.

- ii) after the proceedings have been concluded and a verdict handed down and they;
 - a) are a member of **our** panel **you** may complain to **us** by following the complaints procedure on

"How to make a complaint" on page 10;

- b) were **your** own appointment **you** can complain to them and if **you** remain dissatisfied **you** can refer **your** complaint to the Solicitors Regulation Authority Contact Centre on 0370 606 2555 or email contactcentre@sra.org.uk.

Exclusions to Section 9

We will not provide cover under this Section in respect of:

- i) any prosecution arising out of **you** or the driver of the **insured vehicle** being under the influence of drugs or alcohol to a level which would be a driving offence;
- ii) defending a prosecution or making an appeal where there is any other insurance in force covering the same legal fees;
- iii) costs and expenses incurred without **our** written consent;
- iv) fines or penalties of any kind; and
- v) any actual or alleged act, omission or dispute happening before, or existing at the inception of this **policy**, and which **you** or the driver of the **insured vehicle** knew or ought reasonably to have known could lead to a claim.

SECTION 10 - VEHICLES LOANED OR HIRED

Under Section 1 of this **policy we** will insure the owner of a vehicle loaned or hired to **you** provided that:

- a) **you** request **us** to;
- b) the contract between the owner and **you** requires it;
- c) the owner is not insured under any other policy;
- d) the vehicle is not being driven by the owner or an employee of the owner;
- e) the vehicle has been declared to **us** and **you** have paid or have agreed to pay the premium; and
- f) the owner complies with the terms and conditions of this **policy** as far as they can.

SECTION 11 - CROSS LIABILITIES

Under Section 1 where **your policy** is in the name of more than one person or company **we** will also cover each person or company specified as the policyholder as though separate policies had been issued in individual names.

The maximum sum **we** will pay in total will not exceed the limit shown in the **schedule**.

SECTION 12 - UNAUTHORISED USE

At **your** request **we** will insure **you** in accordance with the terms of Sections 1 and 2 of this **policy** (provided they are shown as applying in the **schedule**) while the **insured vehicle** is being used or driven by any person without **your** knowledge or consent.

We will not insure any person driving or using the **vehicle**.

For the purposes of this Section, General exclusion 1 b) will not apply.

SECTION 13 - PRINCIPAL'S CLAUSE

Where **you** have entered in to a contract with a principal and are undertaking work involving the use of the **insured vehicle**, at **your** request **we** will provide cover under Section 1 to insure any principal against liability at law provided that:

- a) **we** will not be liable for death or bodily injury or loss or damage to property arising out of the negligence or other default of the **principal** or their employees or agents;
- b) **we** will have the sole conduct of any claim arising under the terms of this **policy**; and
- c) the **principal** complies with the terms and conditions of this **policy**, as far as is possible.

SECTION 14 - MOVEMENT OF THIRD PARTY VEHICLES

The insurance provided by Section 1 will apply to any accident caused by or arising out of **you** or **your** employee:

- a) driving or moving any vehicle, not belonging to **you**, impeding **your insured vehicles'** legitimate access or exit during the course of **your** business; and
- b) parking or moving vehicles belonging to customers or visitors while the vehicles are on **your** premises.

For the purposes of this Section the vehicles will not be regarded as property in **your** custody or control.

SECTION 15 - CONTINGENT LIABILITY

We will insure **you** and no other party under Section 1 of this **policy** for **your** legal liability arising out of an event caused by or in connection with any motor vehicle not belonging to or provided by **you** being used for **your** business, provided that **we** will not be liable:

- a) in respect of loss or damage to the vehicle; and
- b) to make any payment if at the time of the loss or liability there is any other insurance in force covering the same liability.

SECTION 16 - SALE OR REPLACEMENT OF VEHICLE(S) INSURED

If any **insured vehicle** is replaced or sold, where **we** agree, **we** will transfer the insurance to the new vehicle subject to any adjustment of premium.

No refund of premium will be given in respect of vehicles that are owned by **you** but are the subject of a Statutory Off Road Notice (SORN).

Please also see Customer Information – Premium adjustments.

SECTION 17 - TERRITORIAL LIMITS AND FOREIGN TRAVEL

We will insure **you** under this **policy** where an **insured vehicle** is involved in an accident occurring:

- a) in the **United Kingdom**, the Isle of Man or the Channel Islands;
- b) in any other country that is a member of the European Union but only so far as is necessary to meet the requirements of any **compulsory motor insurance legislation**;
- c) in any other country including Switzerland, Iceland, Norway, Andorra and Liechtenstein which has made arrangements which meet the insurance conditions of and are approved by the Commission of the European Union but only so far as is necessary to meet the requirements of any **compulsory**

motor insurance legislation;

- d) in any other country which **we** have agreed in advance to provide cover in and for which **you** have paid or have agreed to pay any additional premium; and
- e) during transit (including loading and unloading) between the countries by a recognised sea passage not exceeding 65 hours.

If loss or damage to the **insured vehicle** occurs outside of the **United Kingdom**, the Isle of Man or the Channel Islands, **our** liability in respect of the cost of delivery to **you** after repair will be limited to the cost of delivery in the country where the loss or damage was sustained.

Customs duties and other charges

Where the **vehicle** is insured under Section 2:

- a) suffers loss or damage, and as a result **you** are required to pay any customs duties; or
- b) if during the course of the **insured vehicle's** transit by sea **you** are required to pay general average, salvage and/or sue and labour charges

we will pay **you** up to the **market value** of the **insured vehicle** at the time the loss occurred.

SECTION 18 - FOREIGN USE DECLARATION

- a) Where the **insured vehicle** is a **private car**, the same cover will apply to that vehicle while it is being used in the countries named in Section 17 of this **policy** as it would if it was being used in the **United Kingdom**.
- b) Where any other **insured vehicle** is being used in the countries named in Section 17 of this **policy**, provided **we** have been advised and **you** have paid or agreed to pay any additional premium agreed by **us**, **we** will insure the vehicle on the same terms and cover as shown in the **schedule** as applying to the **insured vehicle**.

SECTION 19 - PERSONAL ACCIDENT COVER

At **your** request, **we** will pay **GBP10,000** to the driver of the **insured vehicle** or their legal representative if they suffer accidental injury while travelling in, or getting into or out of an **insured vehicle**, if the injury, within 12 months of the accident results in death, total and permanent loss of sight in one or both eyes or the loss of one or more limbs.

We will not pay if the injury or death:

- a) is the result of suicide or attempted suicide;
- b) happens when the person killed or injured is under the influence of drugs or alcohol to a level which would be a driving offence in the country where the accident happens;
- c) occurs to a driver who is under 18 or over 70 years of age; or
- d) occurs as a direct result of the person not wearing a seatbelt when required by law.

Loss of limb means the permanent physical severance of the limb above the ankle or wrist or the permanent irrecoverable loss of use of the limb.

General condition 4 will not apply to this Section.

GENERAL EXCLUSIONS

These exclusions apply to the whole **policy** unless otherwise stated in a **policy** Section or **endorsement**.

We will not insure **you** for the following in respect of:

1. any accident, injury, loss, damage or liability caused, sustained or incurred as a result of the **insured vehicle**:
 - a) being used for any purpose not permitted by the **certificate of motor insurance**;
 - b) being driven by any person not authorised by the **certificate of motor insurance** or who has been excluded from driving by any **endorsement**, exclusion or condition of this **policy**;
 - c) being driven by anyone (including **you**) who **you** know is disqualified from driving, has never held a licence to drive the **insured vehicle** or is prevented by law from having a licence (unless a licence is not required by law);
 - d) being driven by anyone (including **you**) who does not hold a full licence to drive the **insured vehicle** or, being the holder of a provisional licence, are not conforming with its terms and conditions other than where a licence is not required by law;
 - e) being used for the carriage of **hazardous goods** unless this has been declared to and approved by **us**;
 - f) carrying a load in excess of that for which it was constructed or in excess of the maximum carrying capacity advised to **us**;
 - g) being driven in an unsafe and/or un-roadworthy condition;
 - h) carrying a load in an unsafe condition or manner; or
 - i) being used on any race track or circuit including the Nurburgring.
2. death, injury, loss or damage directly or indirectly arising as a result of a deliberate act caused by **you**.
3. any liability which attaches to **you** by reason of any agreement which would not attach apart from the agreement.

For the purposes of General exclusions 1, 2 and 3; in the event that **we** may have to pay a claim under any **compulsory motor insurance legislation we** will reserve **our** right to recovery under General Condition 1.

Except so far as is necessary to meet the requirements of any **compulsory motor insurance legislation we** will not pay for:

4. any direct or indirect loss, damage or liability caused by, contributed to or arising from:
 - a) earthquake, volcanic eruption or meteorite shower occurring elsewhere than in the **United Kingdom**, Channel Islands and the Isle of Man;
 - b) actual or threatened war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power;
 - c) confiscation, nationalisation, requisition or destruction of or damage to property by or under the order of any government or public or local authority;
 - d) acts of **terrorism**;
 - e) martial law;
 - f) the act of any lawfully constituted authority;
 - g) riot or civil commotion occurring in other territories outside of England, Scotland, Wales, the Isle of Man or the Channel Islands; or
 - h) pressure waves caused by aircraft and other flying objects.

5. loss, destruction of or damage to any property or any loss, expense, indirect loss or legal liability of any nature directly or indirectly resulting from, caused by or contributed to as a result of:
 - a) ionising radiation or contamination by radioactivity from any nuclear fuel or nuclear waste from the combustion of nuclear fuel; or
 - b) the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component thereof.
6. loss, destruction of or damage to any property or any loss, expense, indirect loss or legal liability directly or indirectly resulting from, caused by:
 - a) **misdelivery** of the load from the **insured vehicle**; and/or
 - b) seepage.
7. damages, liabilities, costs and expenses in respect of judgements delivered or obtained otherwise than by a court within the jurisdiction of the approved countries on the continent of Europe or as specified in this **policy**.

GENERAL CONDITIONS

These are the conditions of the insurance that **you** need to meet as **your** part of this contract. If **you** do not meet these conditions, **we** may need to reject a claim payment or a claim payment could be reduced. In some circumstances **your policy** may not be valid.

1. Right of recovery

If **we** have to settle a claim under this **policy** only by virtue of the provisions of the law of any territory in which this **policy** operates, **you** must repay to **us** all sums **we** have paid which **we** would not have been liable to pay but for the provisions of the law.

2. Accidents and claims

- a) After any accident, loss or event likely to give rise to a claim under this **policy you** or any person insured must advise **us** as soon as practicable and:
 - i) provide full particulars either in writing or by telephone of the event to **us**;
 - ii) forward to **us** as soon as possible (but no later than 14 days) unanswered all letters from any third party and every claim, writ, summons or process **you** receive;
 - iii) advise **us** of the time and place of any impending prosecution or inquest of fatal injury;
 - iv) use reasonable endeavours to obtain the names and addresses of all witnesses; and
 - v) where an **insured vehicle** has been damaged as a result of riot and civil commotion in England, Scotland, Wales, the Isle of Man or the Channel Islands the damage must be notified to **us** as soon as reasonably practicable.
- b) **You** must not make any admission of liability, payment or offer of payment, or incur legal expenses without **our** written consent and **you** must not in any way act to the detriment or prejudice of **our** interests.
- c) **You** or anyone else claiming under this insurance must give **us** all assistance and information **we** require.
- d) **We** are entitled to take sole control of all negotiations, proceedings and mediation, to use **your** name to settle, prosecute or defend any claim and to abandon the same at any time.
- e) Where **you** bear any part of any claim as a result of an **endorsement** or condition of this **policy**, **you** will pay **us** the required amount on demand.
- f) It is a condition of this **policy** that:
 - i) **we** will have and take full control of all third party claims including those where **you** under the terms of this **policy** are liable for any amount; and
 - ii) **we** are entitled to make payments to third parties as **we** think fit in respect of any claim.
- g) **We** will not insure **you** unless **you** act reasonably in all matters related to the claim to mitigate the loss.

3. Repairs to the insured vehicle

- a) If the total cost of permanent repairs to the **insured vehicle** and labour combined required as a result of an accident does not exceed the repair authority sum shown in the **schedule you** may authorise the repairs provided that a repairer agreed by **us** is used and that all particulars of the accident and details of **your** chosen repairer are forwarded to **us** as soon as reasonably practicable.
- b) If the total cost of permanent repairs and labour combined is estimated to exceed the repair authority limit shown in the **schedule**, **you** must obtain **our** written consent before repairing or altering the damaged **insured vehicle** so that **our** representative may have an opportunity to examine the **insured vehicle** and approve the arrangement for repairs.
- c) Repair authority will be given to the appropriate repairer who will bill **us** direct. **You** will only be required to pay any **excess** and Value Added Tax (where applicable). On completion of the repair the **insured vehicle** will be returned to **you** by the repairer.

- d) If the **insured vehicle** is disabled as a result of loss or damage insured under this **policy we** will pay for the cost of transporting the **insured vehicle** to the nearest agreed repairers and re-delivery to **you**.
- e) If the loss or damage occurred outside of the **United Kingdom**, the Isle of Man or the Channel Islands, after repair **we** will only pay the cost of delivery within the country where the loss or damage was sustained.
- f) All repair work following an accident covered by this **policy**, undertaken by **our** agreed repairers, or sub contracted by them, will be guaranteed to a standard suitable for upholding the warranty **schedules** of the relevant vehicle manufacturer or for 3 years, whichever is the longer period.
- g) If to **our** knowledge the **insured vehicle** belongs to someone else or is part of a hire purchase or leasing agreement **we** may make any payment for loss or damage to the **insured vehicle** that is not made good by repair, reinstatement or replacement, to the owner, finance or leasing company.
- h) When repairing **your vehicle**, **we** may decide to use suitable parts to repair **your vehicle** that were not supplied by the original manufacturer.

4. Other insurances

If, at the time of any claim under this **policy**, there is in force any other insurance covering the same event, injury, loss or damage then **we** will pay no more than **our** share of the loss up to the limits specified in this **policy**.

5. Condition of the insured vehicle

You must take all reasonable precautions to safeguard the **insured vehicle** and maintain them in a roadworthy condition.

We will not be liable for any loss, injury or damage to property:

- a) caused through use of the **insured vehicle** in an unsafe condition; or
- b) in respect of any **insured vehicle** which does not meet statutory requirements for use on public roads.

You must allow **our** authorised representative free access to examine the **insured vehicles** at any reasonable time.

6. Obsolete parts

If any part of the **insured vehicle** and/or its **accessories** becomes unavailable or obsolete the maximum **we** will pay will be the value of the part at the time of the accident or event but not more than the manufacturer's last list or quoted price.

7. Fraudulent Claims

If **you** or anyone acting on **your** behalf makes a fraudulent claim under **your policy**, including providing fraudulent information or documentation, **we** will:

- a) refuse to pay the claim;
- b) seek to recover any costs already incurred by **us** relating to the fraudulent claim;
- c) have the option to cancel the **policy** from the date of the fraudulent act; and
- d) keep any premium paid to **us**.

This will not affect separate claims made before the fraudulent act unless they too were fraudulent.

8. The duty of fair presentation

By entering into this insurance contract **we** accept that **you** have made a reasonably clear and accessible presentation of the risk, in accordance with Section 3(3)(b) of the Insurance Act 2015.

Remedy for breach of the duty of fair presentation

Before this policy was entered into

If **you** have breached **your** duty to make a fair presentation of the risk to **us** before this **policy** was entered into, then:

- a) where the breach was deliberate or reckless, **we** may avoid this **policy** and refuse all claims, and keep all premiums paid;
- b) where the breach was neither deliberate nor reckless, and but for the breach:
 - i) **we would not have agreed to provide cover under this policy on any terms:**
we may avoid this **policy** and refuse all claims, but will return any premiums paid;
 - ii) **we would have agreed to provide cover under this policy but on different terms (other than premium terms):**
we may require that this **policy** includes those different terms with effect from its start;
and/or
 - iii) **we would have agreed to provide cover under this policy but would have charged a higher premium;**
 - a. if the discovery of the breach arose because of a claim, at **your** option:
 - i. **we** will reduce proportionately the amount paid on a claim. **We** will pay only X% of what **we** would otherwise have been required to pay, where $X = \frac{\text{premium actually charged}}{\text{higher premium that would have been charged}} \times 100$; or
 - ii. **we** will pay the claim in full provided that **you** pay to **us** the additional premium that **we** would have charged, but for **your** breach of the duty of fair presentation, calculated from the start of the **period of insurance**.
 - NOTE: In the case of underinsurance option ii. is not available.
 - b. If the discovery of the breach did not arise because of a claim **you** must pay to **us** the additional premium that **we** would have charged, but for **your** breach of the duty of fair presentation, calculated from the start of the **period of insurance**.

Before a variation was agreed

If **you** have breached **your** duty to make a fair presentation of the risk to **us** before any variation to this **policy** was agreed, then:

- a. If the breach was deliberate or reckless, **we** may terminate this **policy** with effect from the date of the variation, and keep all premiums paid;
- b. where the breach was neither deliberate nor reckless, and but for the breach:
 - i) **we would not have agreed to the variation on any terms:**
we may treat this **policy** as though the variation was never made, but will return any additional premiums paid in relation to the variation;
 - ii) **we would have agreed to the variation but on different terms (other than premium terms):**
we may require that the variation includes those different terms with effect from the date the variation was made; and/or
 - iii) **we would have agreed to the variation but would have increased the premium, or would have increased it by more than we did, or would not have reduced it or would have reduced it by less than we did:**

- a. if the discovery of the breach arose because of a claim, at **your** option:
 - i. **we** may reduce proportionately the amount paid on a claim arising out of events after the variation. In those circumstances, **we** will pay only Y% of what **we** would otherwise have been required to pay, where $Y = \frac{\text{total premium actually charged}}{\text{premium that would have been charged}} \times 100$; or
 - ii. **we** will pay the claim in full provided that **you** pay to **us** the additional premium that **we** would have charged, but for the breach of the duty of fair presentation, calculated from the date the variation was entered into.

NOTE: In the case of underinsurance option ii. is not available.

- b. If the discovery of the breach did not arise because of a claim, **you** must pay to **us** the additional premium that **we** would have charged, but for the breach of the duty of fair presentation, calculated from the date the variation was entered into.
- iv) **where we would have agreed to the variation but on different terms and we would also have increased the premium, or would have increased it by more than we did, or would not have reduced it or would have reduced it by less than we did:**
 - a. **we** may require that the variation includes those different terms with effect from the date the variation was made; and
 - b. before a variation was agreed b) iii) as shown above will also apply.

9. Arbitration

If any difference arises as to the amount to be paid under this **policy** (liability being otherwise admitted by **us**) this difference will be referred to an arbitrator to be appointed by **you** and **us** in accordance with Insurance and Reinsurance Arbitration Society (ARIAS) (UK) Arbitration Rules (or any subsequently amending authority or rules).

All costs of the arbitration will be at the discretion of the arbitrator who will decide how much each of the parties in dispute must pay and to whom.

The seat of the arbitration will be in London, England and the arbitration tribunal will apply the proper law of this contract and of this arbitration condition as stated in General condition 13 - Choice of law and jurisdiction.

However, **you** may not need to engage in arbitration if **you** meet the criteria for the Financial Ombudsman Service to deal with the dispute and **you** follow the complaints procedure, all of which is contained in "How to make a Complaint" on page 10.

10. Assignment

This **policy** is a contract personal to **you** and may not be assigned or transferred in any circumstances and no person apart from **you** (or in the case of **your** death **your** legal representative) will have any rights against **us** in respect of the subject matter of this insurance or any rights to receive monies payable either before or after the loss and whether admitted or not, unless this right has been endorsed on this **policy** and signed by **us**.

11. Breach of licence conditions

Where applicable, **you** will hold the appropriate operator's or other licence and at all times comply with the terms and conditions of the licence.

12. Loss of licence, bankruptcy, insolvency or liquidation

If **you** lose **your** operator's licence or go into liquidation, insolvency or bankruptcy the cover provided by this **policy** will be reduced to the minimum required by any **compulsory motor insurance legislation** unless **we** have agreed otherwise.

13. Choice of law and jurisdiction

In the absence of any agreement to the contrary, the laws of England and Wales will apply and this **policy** will be subject to the exclusive jurisdiction of the courts of England unless, at the commencement of the **period of insurance**, **you** are either:

- i) a resident of; or
- ii) a business with its registered office or principal place of business situated in;

Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country, crown protectorate or dependency will apply and this **policy** will be subject to the exclusive jurisdiction of the courts of that country, crown protectorate or dependency.

14. Rights of third parties

A person who is not a party to this **policy** has no right under the Contracts (Right of Third Parties) Act 1999 to enforce any term of this contract, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

15. Notification of vehicle details

You must notify **us** of any additional vehicles, temporary vehicles or amendments to the existing vehicles before commencement of or during the currency of this **policy** and pay any additional premium required by **us** as a result of the changes.

In addition **you** are required by law to supply details of all vehicles (including any temporary vehicles where cover is required for 14 consecutive days or more) owned by **you** or in **your** care, custody or control or for which **you** are legally responsible, which are to be covered by this **policy** for entry on the Motor Insurance Database.

If **your** vehicle is not recorded on the Motor Insurance Database and it should have been, **your** cover may not operate.

16. Our right to cancel this insurance

We will provide **you** with a letter of Notice of cancellation should **we** feel that there is a valid reason to cancel this insurance. Valid reasons for **our** cancelling the **policy** include, but are not limited to:

- a) non co-operation/failure to provide information;
- b) reasonable suspicion of fraud;
- c) material failure to take reasonable care of a vehicle/property;
- d) the use of threatening or abusive behaviour or language; or
- e) Non-payment of premium.

For reasons a) to d) above **we** will give **you** 30 days' written notice and 14 days' written notice in respect of reason e) non-payment of premium, by special delivery to **your** last known address and in the case where Northern Irish vehicles are insured under this **policy**, to the Department of the Environment for Northern Ireland.

If **we** cancel this insurance **we** will pay **you** a refund of any premium proportionate to the number of days **you** have been on cover. Please also see "Return of premium" under "How to cancel your policy" within Customer information.

Non-payment of premium

- i) If **you** fail to pay **your** premium **we** will give **you** 14 days' notice before **we** cancel the **policy**.
- ii) If **you** have failed to pay any premium for **your policy** and have not paid the premium requested before the end of the notice period then **we** reserve the right to cancel this **policy** from inception.
- iii) If **you** are paying **your** premium via instalments and **you** fail to pay an instalment, **we** will write to **you** requesting payment by a certain date. If still no payment is received by the deadline, **we** will issue **you** with a 14 day notice of cancellation letter before **we** cancel **your policy**. Any return premium will be used to clear **your** remaining balance, with any surplus funds being paid to **you**. If the refund does not clear **your** remaining balance in full, **you** will be required to settle the outstanding balance to **us** for the cost of the cover provided up to

the date of cancellation, including any applicable service charge.

17. Car sharing

If **you** receive payment from passengers as part of a car sharing agreement **we** will not regard this as being the carriage of passengers for hire and reward (or the use of the **insured vehicle** for hiring) provided:

- a) the passengers are not being carried in the course of a business of carrying passengers;
- b) total contributions received for the journey do not involve an element of profit; and
- c) the **insured vehicle** is a **private car** not constructed to carry more than 8 passengers.

If **you** have any doubts as to whether any arrangements entered into are covered by the terms of this **policy you** should contact **your** insurance adviser as soon as reasonably practicable.

18. Policy terms, conditions and exclusions

This **policy, certificates of motor insurance, schedule** and any **endorsements** attached are to be read together as one document and any words contained within will have the same meaning wherever they appear.

The terms, conditions and exclusions of this **policy** apply overall, unless specifically restricted or otherwise limited to specific Sections of this **policy**.

