



Courtesy Car - Policy Wording

Important:

This policy contains terms that set out what is and what is not covered by this insurance. This document should be read carefully so that you understand the cover.

What this policy is for:

Provided you have paid us the premium, this policy provides up to 7 days courtesy car hire cover in any one policy year, in the event of an accident or theft of your vehicle, subject to the policy terms and conditions. In the event of an accident, a Haven approved repairer must be used.

Full details of the cover, the conditions that apply, the claims process and the circumstances when claims will not be met are contained in this policy.

Who is eligible for cover under this policy?

It is particularly important that you check that you may take cover out under this policy.

To take cover out under this policy, you must:

1. Be living lawfully in the UK; and
2. Be over 21 and not over 68 years of age; and
3. Have your vehicle insured by a valid and in force motor insurance policy.

Customer Information

The right to cancel

You may cancel this policy by contacting us on 01704 831818. If the cancellation is made within 30 days of the start date or the date you receive the policy documents if this is later, we will refund any premium paid provided no claim has been made.

If a cancellation is received outside of this period, we will not refund any of the premiums paid.

If you have any queries regarding the cover, please contact us on 01704 831818 so that we can answer any questions you may have.

Please note all calls are recorded for training, compliance and claims purposes.

We are able to provide, upon request, a textphone facility, audiotapes, large print documentation and Braille documentation. Please advise us if you require any of these services so that we can communicate with you in an appropriate manner.

Section A – Meaning of Words

The words listed below have special meanings whenever they appear in the policy:

“Accident” means a road traffic accident which leaves your vehicle un-driveable;

“Commencement Date” means the start date as shown on the policy schedule;

“Courtesy Car” means the vehicle supplied by us to you. The vehicle supplied will be up to a group S2 vehicle such as a Vauxhall Corsa, as defined by the Association of British Insurers GTA;

“Insured Vehicle” means the motor vehicle as shown in your schedule;

“Territorial Limits” means The United Kingdom of Great Britain and Northern Ireland;

“We, us, our” means Haven Insurance Company Limited;

“You, your” means you the insured person that has applied for and been accepted for insurance under this policy and as shown in the schedule.

Section B – Guide to the Policy

1) Who are the insurers?

Haven Insurance Company Limited. Haven Insurance is licensed and regulated by the Gibraltar Financial Services Commission under the Insurance Companies Act 1987 of Gibraltar.

2) Who are the administrators?

Acorn Insurance Services Limited. Acorn Insurance is authorised and regulated by the Financial Services Authority and appears in the Financial Services Authority’s (FSA) Register under register number 311873.

3) Who is insured?

You are the insured person, as stated in the policy schedule.

4) When does the insurance cover start?

The commencement date of the policy is shown in the schedule.

5) When does the insurance cover end?

The end date of the policy is the earliest of the following dates:

- a) 30 days after a termination notice from us; or
- b) the date that you do not pay the premium on the date it is due; or
- c) the date that you cancel the policy; or
- d) the date we settle a claim under the policy; or
- e) the date the insured vehicle is recovered; or
- f) the end date as noted on the policy schedule.

6) What does this policy provide cover for?

This policy provides up to a maximum 7 days courtesy car hire cover in any one policy year, in the event of an accident or theft of your vehicle, subject to the policy terms and conditions. In the event of an accident a Haven approved repairer must be used.

7) What cover limits are there?

We will only provide up to a maximum 7 days courtesy car hire in any one policy year. Please note we will only provide you with a courtesy car once regardless of whether this is less than the maximum period of 7 days.

8) What vehicle will be provided as a courtesy car?

We will provide up to an S2 category vehicle as defined by the Association of British Insurers GTA for use as a courtesy car. Examples of vehicles in this category include a Vauxhall Corsa, Ford Ka.

Section C – The Premium Payable

- 1) This policy provides cover for one year from the start date noted on the policy schedule and the premium is payable in advance.
- 2) The amount you pay includes Insurance Premium Tax. If the rate of Insurance Premium Tax changes, we will apply the increased rate at your next renewal.
- 3) We reserve the right to increase the premium payable. We will advise you in writing at your last known address of the new amount payable at least 30 days prior to your renewal.
- 4) We may alter the terms and conditions of this policy at any time, including but not limited to the premium. In the event we make any such changes, we will give you 30 days notice in writing at your last known address. If you are unhappy with any of the changes we wish to make, you will be entitled to cancel this policy in accordance with Section F “Cooling Off Period and Cancellation.”

Section D – Cover Provided

- 1) What will we pay if your vehicle is involved in an accident or stolen?
 - a) In the event the insured vehicle is damaged and rendered un-driveable by a road traffic collision, or is stolen and not recovered and the incident occurs within the policy territorial limits, we will provide you with a courtesy car for your use for a maximum period of 7 days only. In the event the insured vehicle is repaired, recovered or you receive a cash settlement for the incident from your motor insurer, and the period of 7 days has not yet lapsed, all cover will cease and the courtesy car must be returned to us. If your vehicle is repairable a Haven approved repairer must be used.
 - b) Once we have accepted your claim, the courtesy car will be delivered to you within the territorial limits.
 - c) We will provide you with the courtesy car within one working day of the claim being reported to us.
 - d) You must abide by the Road Traffic Act(s), and any other Act, laws or regulations which govern the driving or use of any motor vehicle in the territorial limits while using the courtesy car.

2) What is not covered?

We will not provide a courtesy car:

- a) If you do not use a Haven recommended repairer;
- b) For any drivers under 21 years of age and drivers over 68 years of age;
- c) If the insured vehicle is used for racing, rallies or motor trade;
- d) For use outside the territorial limits;
- e) For any claim not reported to us within 14 days of the incident occurring;
- f) If you have use of a courtesy car via another policy;
- g) For more than one incident in any one policy year;
- h) If you have not paid the policy premium;
- i) If the insured vehicle is not covered by a motor insurance policy;
- j) If you have not made a claim under your motor insurance policy for the incident giving rise to the claim;

- k) For any event that occurred prior to this policy commencing or after the policy has expired;
- l) If the event giving rise to a claim under your motor insurance policy is as a result of fire, or act of vandalism or any intentional or criminal or fraudulent act or omission.

We will not pay any costs:

- a) In respect of fuel, fares and fines relating to the courtesy car while you are using it;
- b) In respect of a courtesy car after the maximum period of insurance expires;
- c) In respect of car hire prior to us, or after us, providing you with a courtesy car.

We will not provide a courtesy car for:

- a) any claim in relation to war, terrorism, invasion, act of foreign enemy or hostilities (whether war is declared or not); civil war, rebellion, revolution or insurrection, riot, civil commotion, loot or pillage in connection with this, strikes or lock-outs; military power or coup; nuclear or radioactive escape, accident, explosion, waste or contamination; aircraft or other aerial accidents.

Section E – Claims Procedure

- 1) How do I make a claim under this policy?
 - a) We will provide you with a claim form.
 - b) You must give us any information and proof that we may reasonably need. Where any expense is incurred in obtaining this information, it will be your responsibility to pay for this, unless we agree otherwise.
 - c) We will not be able to approve any claim until you provide us with all the documentation we require.

If you are having trouble in obtaining the documents we require please let us know if we can assist with your requests.

Section F – Cooling Off Period and Cancellation

You may cancel this policy by contacting us on 01704 831818. If the cancellation is made within 30 days of the start date or the date you receive the policy documents if this is later and provided no claims have been made, we will refund any premium paid.

If a cancellation is received outside of this period, we will not refund any of the premiums paid.

We may cancel this policy by giving you 30 days notice at your last known address. If we cancel your policy, we will refund any premiums paid, on a pro-rata basis, unless you have made a claim.

Section G – Important Information

- 1) Fraudulent Claims or Misleading Information:

If any information provided to us by you or anyone acting on your behalf is inaccurate or if you do not disclose any information which might reasonably affect our decision to provide insurance to you, your right to any claim under this policy will end.

If any claim under this policy is fraudulent or is intended to mislead us or if any misleading or fraudulent means are used by you or anyone acting on your behalf to obtain benefit under this policy, your right to any benefit under this policy will end and we will be entitled to recover any claims paid and costs incurred as a result of any such fraudulent or misleading claim.

- 2) Payment of a claim:

- a) No claim will be payable in the event the premium due remains outstanding.

b) In the event that you do not require the courtesy car for the full period of 7 days, this will still be regarded as one event. For the avoidance of doubt, no courtesy car will be provided for another event until the next policy year, and subject to the renewal premium being paid.

3) Legal Information:

This policy, together with any endorsement to it, any proposal and any other written statement made by you or on your behalf on which we have relied when accepting you for cover under this policy constitutes the whole of the contract between us and you.

No provision or condition of this policy may be waived or modified except by a written endorsement, which must be signed by an authorised official on our behalf.

English Law applies to this policy unless you have asked for another law and we have agreed to this in writing before the start date.

It is not possible for you to transfer your rights under this policy.

No person, persons, business or other party who or which is/are not covered under this policy shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term or condition of this policy. This will not affect any right or remedy of a third party that exists or is available apart from that Act.

4) Financial Services Compensation Scheme:

We are covered by the Financial Services Compensation Scheme ('the Scheme'). You may be entitled to compensation from the Scheme if we cannot meet our obligations. Further information about the Scheme and the compensation arrangements can be obtained by contacting the Scheme in writing at 7th Floor, Lloyd's Chambers, Portoken Street, London E1 8BN, or by calling 0207 892 7300 or on their website at www.fscs.org.uk.

5) Data Protection Act 1998:

We may store your information on a computer and use it for administration, risk assessment, research and statistical purposes, marketing purposes and for crime prevention. Your details will only be disclosed to third parties if it is necessary for the performance of this insurance contract. It may be sent in confidence for processing to other companies in our group (or companies acting on our instructions), including those outside the European Economic Area. You signify your consent to such information being processed by us or our agents.

We may also need to discuss your claim and any information relevant to the claim with your motor insurer. You signify your consent to such information being processed by us.

In order to assess the terms of this insurance or administer claims which may arise, we may need to collect data which the Data Protection Act defines as sensitive (such as medical history or criminal convictions). By accepting this insurance, you signify your consent to such information being processed by us or our agents.

The Data Protection Act 1998 gives you the right to a copy of any personal data held by us, upon payment of a fee.

6) Anti-Fraud and Theft Registers:

We may pass information to various anti-fraud and theft registers. The aim is to help insurers check the information provided and to prevent fraudulent claims. When your request for insurance is considered, these registers may be searched. When you tell us about an event, the

information relating to the event may be passed on to the registers. It is a condition of this policy that you inform us about an event, whether or not it gives rise to a claim.

7) Material Information

The information that you have provided to us forms the basis of this insurance contract. It is important that you advise us of all material information and immediately notify us of any change in the information that has been provided. If you are in any doubt as to whether the information is material you should disclose it. Under English Law it is an offence to make a false statement in order to obtain a cover note or a schedule of insurance.

Section H – Customer Service Information

1) How do you make an enquiry or complaint?

Haven Insurance aims to provide a high level of customer service and to pay claims fairly and promptly. If you have an enquiry or complaint regarding this insurance, you should first contact Acorn Insurance at Daniel House, 36 Chapel Lane, Formby, Liverpool, L37 4DU or by calling 01704 831818 (all calls are recorded for training, compliance and claims purposes).

Please quote the policy or claim number in all correspondence.

If you remain dissatisfied, you should contact Haven Insurance Company Limited in writing at Level 3, Ocean Village Business Centre, 23 Ocean Village Promenade, Gibraltar, or call 01704 831818 or email complaints@haven.gi.

Please quote the policy or claim number in all correspondence.

In the unlikely event that the matter is still not resolved to your satisfaction, the complaint can be referred to the Financial Ombudsman Services ('FOS') at South Quay Plaza, 183 Marsh Wall, Docklands, London E14 9SR or call 0845 080 1800. Please note that you have 6 months from the date of our final response in which to refer the matter to the FOS. Referral to the FOS does not affect your right to take legal action against us.

Haven Insurance Company Limited is licensed and regulated by the Gibraltar Financial Services Commission under the Insurance Companies Act 1987 of Gibraltar and is a member of the UK's Financial Services Compensation Scheme and the Association of British Insurers (ABI).

Haven Insurance Company Limited, registered in Gibraltar under company number 85914, registered office at Level 3, Ocean Village Business Centre, 23 Ocean Village Promenade, Gibraltar.