



MOTOR TRADE

ROAD RISKS ONLY

INSURANCE POLICY

Your policy explained

Version 1.7

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WHAT TO DO IN THE EVENT OF AN ACCIDENT

IF YOU ARE INVOLVED IN AN ACCIDENT YOU MUST ALWAYS:-

1. Get into a safe position before you start exchanging details, i.e. away from the risk of other traffic.
2. Never admit liability at the scene of the accident.
3. Exchange names, addresses and phone numbers with everyone involved.
4. Exchange registration numbers & make/model of vehicle.
5. Take pictures of the vehicles, the registration number of the vehicles and any passengers.
6. If safe to do so also try to take pictures of the accident scene.
7. If there are any witnesses get their names, mobile number and their address.
8. If any party is injured, notify the police at the scene of the accident.

Once you have the above information you need to phone Haven Claims within 24 hours on: 0345 092 0700 OR Text "CLAIM" to 83118

WE WILL DO THE REST! (Store this information on your mobile phone)

If you can provide a contact number for the other party involved or any witness we will speak with them directly on your behalf. We can even do this for you whilst you are at the scene of the accident!

Important information - Motor Insurance Database (MID)

You must comply with the regulations of the Motor Insurance Database (MID) as shown in the EU Fourth Motor Insurance Directive and the Motor Vehicles (Compulsory Insurance) (Information Centre and Compensation Body) Regulations 2003 which require You to disclose the following information and subsequent amendments in the following time scales:

Vehicle information required:

- (a) The Vehicle registration mark, make and model of all permanently owned Vehicles and / or motor Vehicles in Your possession.
- (b) All Trade Plates registered to You.

Time scales for vehicle disclosure:

You must notify Us of all permanently owned Vehicles and Vehicles for sale within **24 hours** of purchase. If You sell a Vehicle it must be removed from the MID within **24 hours** of sale.

Customer Vehicles need to be disclosed to Us once the Vehicle has been in Your possession for longer than 14 days. You must keep accurate records of all Vehicle movements, sales receipts and invoices.

PLEASE NOTE: The Insurer will not be liable for any loss or damage or theft to any Vehicle which has not been notified to the Insurer.

Failure to comply with these regulations may result in the cancellation of Your policy, possible prosecution by the appropriate body which may include a fine up to £5,000 and Your details held on the Motor Insurance Database as a defaulter.

Sections of this contract which apply to you

Type of cover (see Schedule)	Sections that apply
Comprehensive	All Sections
Third party fire and theft	Definitions Section 1 Section 2.1 Section 3.1 Section 4 Section 5 Section 6.1 applies to medical expenses of third parties General Conditions General Exclusions Important Information
Third party only	Definitions Section 1 Section 4 Section 5 Section 6.1 applies to medical expenses of third parties General Conditions General Exclusions Important Information

This insurance contract is a legally binding document between You and Haven Insurance Company Limited (Haven Insurance). In return for Your premium, Haven Insurance agrees to provide the cover shown in the Schedule for the Period of Insurance stated in the Schedule on the terms set out in this contract.

This Policy and any Policy Schedule, Endorsements, Clauses and Certificate of Motor Insurance should be read as if they are one document.

The Insurer's acceptance of this risk and the premium calculated is based on the information presented to the Insurer being a fair presentation of the risk to be insured by the policyholder including any unusual or special circumstances which increase the risk and any particular concerns which the policyholder may have about their risk and the cover required.

Unless We agree otherwise in writing, the law which applies to this policy is the law of England and Wales.

Definitions

Whenever they appear in this policy wording the following words carry the same meaning whether or not they commence with a capital letter.

Accessories and Parts

Permanently fitted audio equipment (CD, radio or cassette playing equipment).

Business

The motor trade activities operated by the Policyholder in the United Kingdom as declared to Us and shown in the Schedule.

Business Hours

The Policyholders usual Business operating hours, during which the Trade Premises is occupied by the Policyholder or an authorised Employee.

Customer Vehicle

Any Vehicle which belongs to a customer that is temporarily in the custody or control of the Policyholder for repair, service, overhaul, maintenance, inspection, testing, alteration, cleaning or storage and for which the Policyholder has accepted responsibility but excluding Vehicles consigned to the Policyholder.

A Customer Vehicle can be driven by the Policyholder or persons entitled to drive under the policy for Business use only during

the Policyholder's Business Hours. There is strictly no cover under this policy for Customer Vehicles being used outside the Policyholder's Business Hours or for social domestic and pleasure purposes.

Customer Loan Vehicle

Any Vehicle specified on the Schedule as a customer loan Vehicle used for lending or hiring to any customer whilst the Customer's Vehicle is temporarily in the Policyholders custody or control for the purpose of repair, service, overhaul, maintenance, inspection, testing, alteration or cleaning.

Employee

Any person who, under the terms of the Employers' Liability (Compulsory Insurance) Act 1969, is working under Your control in connection with the Business and is:

- (a) Under a contract of service or apprenticeship with You.
- (b) A person under a contract of service or apprenticeship with some other employer and who is hired to or borrowed by You.
- (c) A labour master or person supplied by him.
- (d) A person engaged by a labour only sub-contractor.
- (e) A self-employed person working on a labour only basis under Your control or supervision.
- (f) A trainee or person undergoing work experience.
- (g) A voluntary helper.

- (h) Persons working under the Community Offenders Act 1978 the Community Offenders (Scotland) Act 1978 or similar legislation.

Endorsement

An amendment to Your insurance identified in the Schedule.

Excess

The amount or amounts shown in the Schedule which You have to pay towards any claim, including but not limited to a Young or Inexperienced Driver Excess, Specified Driver Excess, Late Reporting Excess, and any additional Excess applicable for requesting Us to sub-contract Our repair service to a repairer of Your choice.

Fair Presentation

You are required to make a fair presentation of the risk to Insurers which discloses every material circumstance which you know or ought to know relating to the risk to be insured. A circumstance is material if it would influence the judgment of a prudent insurer in determining whether to provide insurance for the risk and, if so, on what terms. You must ensure that You have carried out reasonable searches to obtain all relevant information about the risk.

Haven Claims

Haven Claims is a claims handling company engaged by Us to manage repairs to vehicles insured by Us. We will share Your personal information with Haven Claims insofar as is necessary

for them to help You and Us resolve Your claim. Haven Claims is a trading name of Prospect Legal Limited.

Hazardous Loads

Those goods or substances referred to in any legislation and related regulations governing the carriage of dangerous goods by Road, including provisions relating to classification, packing and labelling, as may be of application from time to time in the United Kingdom.

Insured Vehicle

Any Vehicle, which is:

- (a) Described in the Schedule under description of Vehicles; and
- (b) The property of the Policyholder.

An Insured Vehicle **DOES NOT** include:

- (a) Any Vehicle being driven by or in the custody or control of any person not listed on the Certificate of Motor Insurance;
- (b) Any goods carrying Vehicle being used for hire or reward (use solely for breakdown purposes or under a Trade Plate for the carriage of goods for demonstration purposes in accordance with the regulations applicable to trade licences is not deemed to be used for hire or reward);
- (c) A Vehicle transporter or Trailer that is capable of carrying more than two Vehicles at any one time;

- (d) Any Customer Vehicle in the custody or control of the Policyholder or persons entitled to drive under the policy (please refer to the Customer Vehicle definition);
- (e) Any Vehicle that is used for Social Domestic and Pleasure purposes that is owned, leased or hired by anyone other than the Policyholder themselves. This will include, Employees, additional persons entitled to drive as noted on the Certificate of Motor Insurance, Relatives, spouse or domestic partner.
- (f) Any Vehicle being test driven by the Policyholder or persons entitled to drive under the policy with the intention of purchasing the Vehicle without the owner of the Vehicle accompanying them at all times.

Insurer/We/Us/Our

Haven Insurance Company Limited.

Limit of Coverage

The Insurer's limit of liability (the maximum the Insurer shall pay) before deduction of the Excess as stated in the Schedule plus any additional Excesses that may be applicable to the policy. See also General Condition 2.

Market Value

Applicable only to Customer Vehicles which are temporarily in Your custody or control for the purpose of upkeep, service or repair.

The value of the Customer Vehicle at the date of loss according to the Glass's Guide mid-book value plus the value of Accessories and Parts up to a maximum of £250.

Vehicle condition, mileage and use will also be taken into consideration when assessing the Market Value of the Customer Vehicle. If no Glass's Guide value exists, We will use market research, the open market and various other available publications to assist in sourcing a Market Value. This would be done as a matter of course and prior to any need for an independent engineer or assessor valuation. You and We will be bound by that valuation.

Maximum Liability

The Insurer's limit of liability to cover the Policyholder for loss or Damage to an Insured Vehicle or Vehicles under Section 2 and Section 3.

Motorcycle

A mechanically propelled Vehicle, not being an invalid carriage, with less than four wheels and the weight of which does not exceed 410 kilograms.

Period of Insurance

The period stated in the Schedule, for which the Policyholder has paid and the Insurer has accepted the premium.

Policyholder/Insured/You/Your

The person or persons, company or companies, Business partnership or other legal entity or legal entities declared in the Certificate of Motor Insurance and the Schedule under the

heading Policyholder and having entered into a Contract of Insurance with the Insurer.

Private Residence

The private domestic residence of any person named in the Schedule as entitled to drive. Road As defined by S.192 (1) of the Road Traffic Act 1988 and any subsequent amendments.

Schedule

The document which gives details of Your cover.

Territorial Limits

Great Britain or Northern Ireland or the Isle of Man or the Island of Alderney or the Island of Guernsey or the Island of Jersey.

Terrorism

An activity involving a violent or life-threatening act by an individual or organisation with the intention of coercing, intimidating or influencing either an individual person, the civilian population or the government of any country or an act deemed by any law enforcement body to be an act of Terrorism.

Trade Market Value

Applicable to Insured Vehicles which are Your property. The value of the Insured Vehicle at the date of loss according to the Glass's Guide trade value plus the value of Accessories and Parts up to a maximum of £250.

Vehicle condition, mileage and use will also be taken into consideration when assessing the Trade Market Value of the Insured Vehicle. If no Glass's Guide value exists, We will use

market research, the open market, motor auction data and various other available publications to assist in sourcing a Trade Market Value. This would be done as a matter of course and prior to any need for an independent engineer or assessor valuation. You and We will be bound by that valuation.

Trade Plate

Shall have the meaning described and be used in accordance with the regulations described in the Road Vehicles (Registration and Licensing) Regulations 2002 or any subsequent legislation relating thereto.

Trade Premises

Any property occupied by or used by the Policyholder including the Policyholder's home address for the purpose of the Business as described in the Schedule. Including any property where Vehicles are worked on, parked, left, kept, garaged, displayed or stored but excluding any property where Vehicles are parked temporarily in the course of a journey, provided that such property is not owned, leased, hired, rented or otherwise in the occupation of the Policyholder.

We will not cover loss and / or damage to any Vehicle whilst:

- (a) In or on the Trade Premises; or
- (b) On a Road at or within 100 metres of the Trade Premises unless the Endorsement MTC08 is active on the policy.

Trailer

A trailer designed for the purpose of being towed by a Vehicle, including a caravan or broken down Vehicle (as permitted by law).

Vehicle

Any mechanically propelled Vehicle including its permanently fitted Accessories and Parts but not:

- (a) Steam driven Vehicles; or
- (b) Aircraft, hovercraft or water craft; or
- (c) Any Vehicle shown in the Schedule as being specifically excluded from this insurance.

Section 1 – Claims by third parties

What is covered?

- 1.1 We will cover persons listed in Section 1.3 for legal liability caused by or arising out of the use of an Insured Vehicle or Customer Vehicle including any Trailer attached to, and / or being towed:
 - (a) Causing bodily injury or death to a third party (including passengers); or
 - (b) Damage to a third party's property up to a maximum of £2 million for any one claim or series of claims arising from one accident or occurrence which is caused during the Period of Insurance.
- 1.2 We will cover any emergency treatment fees as required by the Road Traffic Acts resulting from any incident involving an Insured Vehicle.
- 1.3 We will cover the following people in respect of the cover provided in Section 1.1 and 1.2:
 - (a) Any person specified in the current certificate of motor insurance and Schedule issued to the Policyholder as entitled to drive an Insured Vehicle or Customer Vehicle with the permission of the Policyholder; and
 - (b) Any person (other than the person driving) in or getting into or dismounting from any Vehicle

described in the Schedule, provided that the Vehicle is being used within the limitations as to use set out in the certificate of motor insurance and Schedule; and

- (c) The legal personal representative(s) of any deceased person identified in Section 1.3.

1.4 Cross Liabilities

Where one or more party comprises the Policyholder in the Schedule the Insurer will treat each party as the Policyholder as if a separate policy had been issued for each, provided that the Insurer's Maximum Liability under all policies shall not exceed the limits stated in Section 1 above.

1.5 Cover for Trailers

The Insurer will also cover in terms of Section 1 above the liability of the Policyholder for any Trailer which is attached to an Insured Vehicle for the purpose of being towed.

1.6 Unauthorised Movement of Vehicles

We will cover the Policyholder in respect of any accident caused by or in connection with the movement of any Vehicle not belonging to You and not in Your custody or control provided such Vehicle is impeding the legitimate passage of an Insured Vehicle or Customer Vehicle or emergency service Vehicle(s) and:

- (a) Is being moved by an Employee of Yours; and
- (b) Is being moved in connection with Your Business; and
- (c) Is not the property of the Employee moving it; and
- (b) Is not covered by any other insurance covering such accident, damage or loss.

Conditions Applicable to Section 1

- 1 You must notify Us of any police interview, coroner's inquest, fatal accident enquiry or other court proceedings following an accident covered by this section. We may decide to arrange legal representation. We are entitled to appoint solicitors of Our choice.
- 1 Our contribution towards legal fees will usually be limited to £2,000 but We may contribute more in exceptional circumstances.
- 2 We are not obliged to cover legal costs and expenses incurred without Our prior written consent.
- 3 Where all sections Excess or an Excess applicable to Section 1 is shown in the Schedule, insofar it is permitted under the Road Traffic Acts, in respect of each and every occurrence for which a settlement is made by Us under Section 1, this Excess is payable to Insurers by You as a contribution to any settlement made by Us.

What is not covered?

Also see General Exclusions

Section 1 does not cover:

- 1 Any person Insured under this policy who does not keep to the terms and conditions of this insurance.
- 2 Liability covered by another insurance policy.
- 3 Loss of or damage to an Insured Vehicle or Customer Vehicle.
- 4 Loss of or damage to the property owned or in the custody or control of the person claiming cover under this section of the policy.
- 5 Any person who is aware the driver of your vehicle or a customer vehicle being driven under the policy does not hold a valid licence to drive it for the purpose for which it is being used.
- 6 Liability for death or injury to the person driving or in charge of your vehicle or a customer vehicle or to any person being carried in or on, getting into or off, a Trailer.
- 7 Liability in respect of death or bodily injury for any person when travelling in an Insured Vehicle or Customer Vehicle in the course of their employment (except as required by Road Traffic Acts).
- 8 Liability for any accident, injury, damage or loss caused directly or indirectly by carrying Hazardous Loads, other than to meet the requirements of the Road Traffic Acts.
- 9 In relation to Trailers there is no cover:

- (a) Where more than one Trailer is being towed at any one time.
 - (b) Where a Trailer is not properly secured to an Insured Vehicle by towing equipment manufactured for the purpose.
 - (c) Where a Trailer is not attached to and / or being towed by an Insured Vehicle when it causes damage.
 - (d) Where a Trailer is being towed by a Customer Vehicle.
- 10** Damage to any public or private highway caused by weight or spillage.
- 11** Fines, penalties, punitive or exemplary damages.
- 12** Any consequence of Terrorism or steps taken to avoid Terrorism unless required by the Road Traffic Acts. Our liability under the Acts will be limited to the minimum required by the Acts.
- 13** The Excess(es) as shown in the Schedule.
- 14** Whilst any Insured Vehicle or Customer Vehicle is within the precincts of an airport or aerodrome to which aircraft have any access whatsoever including areas where aircraft are kept but not operated.
- 15** In respect of damage to property being conveyed by or loaded onto or unloaded from an Insured Vehicle or Customer Vehicle.

Section 2 – Loss or damage to policyholder vehicles

2.1 LOSS OR DAMAGE TO AN INSURED VEHICLE CAUSED BY FIRE OR THEFT

What is covered?

We will cover You in respect of loss of or damage to an Insured Vehicle which occurs during the Period of Insurance caused by fire, lightning, explosion, theft, attempted theft up to the Limit of Coverage specified in the Schedule and subject to the applicable Excess(es).

2.2 LOSS OR DAMAGE TO AN INSURED VEHICLE OTHER THAN BY FIRE OR THEFT (COMPREHENSIVE POLICIES ONLY)

What is covered?

We will cover You in respect of loss of or damage to the Insured Vehicle which occurs during the Period of Insurance caused by accidental or malicious means up to the Limit of Coverage specified in the Schedule and subject to the applicable Excess(es).

Conditions Applicable to Section 2

- 1 If an Insured Vehicle is damaged, at Our option We will:
 - 1.1 Repair the damage to the Insured Vehicle; or
 - 1.2 Provide you with a replacement Vehicle.

At Our discretion, in some circumstances we may decide to settle the claim by a monetary payment instead of repairing or replacing the Insured Vehicle.

- 2 We will reduce any monetary payment made to take into account wear, tear and loss of value when We settle claims.
- 3 We will only repair or replace an Insured Vehicle under sections B1 and B2 if the Excess has been paid.

Where we agree to settle the claim by a monetary payment instead of repairing or replacing an Insured Vehicle, We will only make a payment where:

- (a) The Excess has been paid; or
 - (b) We reduce the amount of the payment by the amount of the total Excess(es).
- 4 If the Insured Vehicle cannot be driven as a result of damage insured by this insurance, We will arrange to move the Insured Vehicle so that it can be repaired, returning it after repair to Your address as set out in the Schedule. We will not be responsible for any costs arising from damage caused when moving the Insured Vehicle from or to Your address and / or to a place where it can be repaired. In the event of a total loss the Insurer will move the Vehicle to free and safe storage whilst the Insurer's investigations are carried out.

At your request, We can sub-contract the repair work that we are to carry out to a repairer of Your choice, but this may lead to delays in arranging the repairs, and an additional Excess will apply in addition to any other Excess(es) under this policy. We do not provide a courtesy vehicle if you request that we sub-contract the repair work that we are to carry out to a repairer of Your choice, even if the courtesy vehicle option is shown in your schedule.

- 5 If We consider the Insured Vehicle is Beyond Economical Repair as a result of an accident or incident covered by this insurance, subject to Clause 7 below We will provide the registered owner of the Insured Vehicle with settlement of its Trade Market Value up to the Vehicle limit value shown in the policy and subject to the Limit of Coverage after deducting the applicable Excess(es). You should be aware that We are entitled to provide the Vehicle limit value shown in the policy (subject to the Limit of Coverage after deducting the Excess) in full and final settlement of Your claim for damage to the Insured Vehicle, even if that value is under-stated.
- 6 Our obligation to repair the Insured Vehicle shall be limited to the cost calculated by applying the proportion that the value of the repair service that We are to provide bears to the Market Value of the Insured Vehicle specified in the Schedule or the Limit of Coverage less the applicable Excess(es).
- 7 If the Insured Vehicle is stolen and not recovered, subject to Clause 8 below We will provide the registered owner of the Insured Vehicle with settlement of its Trade Market Value at the date it was stolen subject to the Vehicle limit shown in the Schedule after deducting the Excess.
- 8 If You have bought the Insured Vehicle under a finance, hire purchase or leasing agreement and a settlement is due to be made by Us under this policy, and We decide to make a monetary payment either cash to repair the loss or damage; or because the Insured Vehicle is Beyond Economical Repair; or because the Insured Vehicle is stolen and not recovered, then any settlement made will be used to discharge sums owed to the hire purchase company or leasing company, bank or other lenders first, less the applicable Excess(es). If the settlement amount under the agreement is less than the sum due under the policy, We will settle the difference with You.
- 9 Our liability will be limited in respect of any lost or damaged part unobtainable from stock in the United Kingdom to the cost of such part shown in the last price list issued by the manufacturer for use in the United Kingdom.

- 10** If We make settlement of the Trade Market Value of the Insured Vehicle or the Limit of Coverage in settlement of a claim under sections 2.1 and / or 2.2:
- (a) You must send Us the Vehicle Registration Document and any current test certificate.
 - (b) The Insured Vehicle will become Our property.
 - (c) If the Insured Vehicle is damaged when being serviced or repaired, this policy will provide cover so long as the person driving the Insured Vehicle holds a full UK driving licence and is listed in the Schedule as entitled to drive.
- 11** Section 2 shall be inoperative unless it is shown as operative in the Schedule.

Section 3 – Loss or damage to customer vehicles

3.1 LOSS OR DAMAGE TO A CUSTOMER VEHICLE CAUSED BY FIRE OR THEFT

What is covered?

We will cover You in respect of loss of or damage to a Customer Vehicle which occurs during the Period of Insurance caused by fire, lightning, explosion, theft, attempted theft up to the Limit of Coverage specified in the Schedule and subject to the applicable Excess(es).

3.2 LOSS OR DAMAGE TO A CUSTOMER VEHICLE OTHER THAN BY FIRE OR THEFT (COMPREHENSIVE POLICIES ONLY)

What is covered?

We will cover You in respect of loss of or damage to the Customer Vehicle which occurs during the Period of Insurance caused by accidental or malicious means up to the Limit of Coverage specified in the Schedule and subject to the applicable Excess(es).

Conditions Applicable to Section 3

- 1 If the Customer Vehicle is damaged, at Our option We will:
 - (a) Repair the damage to the Customer Vehicle; or
 - (b) Provide you with a replacement Customer Vehicle.

At Our discretion, in some circumstances we may decide to settle the claim by a monetary payment instead of repairing or replacing the Customer Vehicle.

- 2 We will reduce any monetary payment made to take into account wear, tear and loss of value when We settle claims.
- 3 We will not provide cover if the Customer Vehicle has been in the custody and control of the Policyholder for more than 14 days and has not been notified to Us as noted in the Endorsement MTPC01.

- 4 We will only repair or replace the Customer Vehicle under sections 3.1 and 3.2 if the Excess has been paid.

Where we agree to settle the claim by a monetary payment instead of repairing or replacing the Customer Vehicle, We will only make a payment where:

- (a) The Excess has been paid; or
 - (b) We reduce the amount of the payment by the amount of the total Excess(es).
- 5 If the Customer Vehicle cannot be driven as a result of damage insured by this insurance, We will arrange to move the Customer Vehicle so that it can be repaired, returning it after repair to Your address as set out in the Schedule. We will not be responsible for any costs arising from damage caused when moving the Customer Vehicle from or to Your

address and / or to a place where it can be repaired. In the event of a total loss the Insurer will move the vehicle to free and safe storage whilst the Insurer's investigations are carried out.

- 6 At your request, We can sub-contract the repair work that we are to carry out to a repairer of Your choice, but this may lead to delays in arranging the repairs, and an additional Excess will apply in addition to any other Excess(es) under this policy. We do not provide a courtesy vehicle if you request that we sub-contract the repair work that we are to carry out to a repairer of your car Your choice, even if the courtesy vehicle option is shown in your schedule.
- 7 If We consider the Customer Vehicle is beyond economical repair as a result of an accident or incident covered by this insurance, subject to Clause 8 below We will provide the registered owner of the Customer Vehicle with settlement of its Market Value up to the Vehicle limit value shown in the policy and subject to the Limit of Coverage after deducting the applicable Excess(es). You should be aware that We are entitled to provide settlement of the Vehicle limit value shown in the policy (subject to the Limit of Coverage after deducting the Excess) in full and final settlement of Your claim for damage to the Customer Vehicle, even if that value is under-stated.
- 8 Our obligation to repair the Customer Vehicle shall be limited to the cost calculated by applying the proportion that the value of the repair service that We are to provide bears to the Market Value of the Customer Vehicle specified in the Schedule or the Limit of Coverage less the applicable Excess(es).
- 9 If the Customer Vehicle is stolen and not recovered, subject to Clause 8 below We will provide the registered owner of the Customer Vehicle with its Market Value at the date it was stolen subject to the Vehicle limit shown in the Schedule after deducting the Excess.
- 10 If to the Insurer's knowledge a Customer Vehicle is the subject of a finance hire purchase or leasing agreement and the Insurer decides to make a monetary settlement in place of repairing the loss or damage because the Customer Vehicle is beyond economical repair; or We decide to make a monetary settlement because the Customer Vehicle is stolen and not recovered, then any settlement made will be used to discharge sums owed to the hire purchase company or leasing company, bank or other lenders first, less the applicable Excess(es). If the settlement amount under the agreement is less than the sum due under the policy, We will settle the difference with the legal owner of the Customer Vehicle.
- 11 Our liability will be limited in respect of any lost or damaged part unobtainable from stock in the United Kingdom to the cost of such part shown in the last price list issued by the manufacturer for use in the United Kingdom.
- 12 If We settle the Market Value of the Customer Vehicle or the Limit of Coverage in settlement of a claim under sections 3.1 and / or 3.2:

- (a) You or the legal owner of the Customer Vehicle must send Us the Vehicle Registration Document and any current test certificate.
 - (b) The Customer Vehicle will become Our property.
 - (c) If the Customer Vehicle is damaged when being serviced or repaired, this policy will provide cover so long as the person driving the Customer Vehicle holds a full UK driving licence and is listed in the Schedule as entitled to drive.
- 13** Section 3 shall be inoperative unless it is shown as operative in the Schedule.
- 14** The Maximum Liability of the Insurer in respect of the liability under this Section for any Vehicle belonging to any spouse, director Employee or relative of the Policyholder, or belonging to any driver named on the policy which is in the care of the Policyholder for the purpose of repair, service, overhaul, maintenance, inspection, alteration, cleaning or storage and provided such Vehicle is not otherwise excluded, will be limited to and shall not exceed the Limit of Liability applicable to Section 3 shown in the policy less any other settlements made or to be made by the Insurer in respect of liability under Section 3. This provision Us also subject to General Condition 3 and only if Section 3 is operative.
- What is not covered in Section 2 & 3?**
Section 2 and 3 does not cover Loss or Damage in respect of an Insured Vehicle or Customer Vehicle as follows:
- 1** In respect of each and every claim, the applicable Excess(es) as noted in the Schedule.
 - 2** Loss of Use, depreciation, wear and Tear or mechanical or electrical breakdowns, failures or breakages.
 - 3** Damage to tyres unless caused by an accident which is covered by this insurance.
 - 4** Defective workmanship or any damage caused whilst working on an Insured Vehicle or Customer Vehicle by the Policyholder or any person acting on the behalf of the Policyholder.
 - 5** Any pre-existing damage.
 - 6** Theft of Accessories and Parts unless stolen with the Vehicle itself.
 - 7** Loss or damage resulting by theft or attempted theft by any Employee of the Policyholder or any other person as described in the Schedule.
 - 8** Loss or damage caused by a person who obtained an Insured Vehicle or Customer Vehicle by fraud or deception.
 - 9** Loss or damage whilst being towed lifted or transported where such movement is for hire and reward unless the relevant extension is showing as operative in the Schedule.
 - 10** Any Storage Charges.
 - 11** Trailers unless the relevant extension is showing as operative in the Schedule.

- 12 Resulting directly or indirectly from fragmentation of any pressure vessel mounted or carried in or on an Insured Vehicle or Customer Vehicle.
- 13 Loss or Damage to an Insured Vehicle or Customer Vehicle which has not been notified to the Insurer as noted in the Endorsement MTPC01.
- 14 Agricultural Machinery or Contractors Plant.
- 15 The Excess or 25% of the loss but no more than £2,500 (plus any additional Excesses as stated in the Schedule) in respect of any Insured Vehicle which is a kit car or kit Motorcycle or any other Vehicle manufactured and sold for assembly by a third party.
- 16 Exceeding the Vehicle value limit as noted on the Schedule.
- 17 On or within a 100 metre radius from any Trade Premises where the Policyholder operates from said premises as noted in the Schedule unless Endorsement MTC08 is active on the policy.
- 18 Through the operation of a contract or agreement, unless such liability would have attached in the absence of such an agreement.
- 19 Customer Vehicles in relation to Section 2.
- 20 Insured Vehicles in relation to Section 3.
- 21 Any Accessories and Parts not fitted as standard by the manufacturer of the Insured Vehicle or Customer Vehicle.
- 22 Frost Damage.
- 23 The costs for replacement locks, keys or electronic systems as a result of damage to or loss or theft of an Insured Vehicles or Customer Vehicles keys.
- 24 Windscreen, sunroof, panoramic windscreen unless the appropriate extension is shown in the Schedule.
- 25 Any loss and / or Damage to any Vehicle belonging to any director, relative or Employee of the Policyholder under Section 3.

Section 4 – No claims discount

If a 'fault' claim is made under Your policy We will reduce Your No Claims Discount in line with Our scale. If two or more 'fault' claims are made in any one Period of Insurance, You will lose all of Your No Claims Discount.

If no claims are made under Your policy, We will increase Your No Claims Discount when You renew Your policy in line with the scale We apply at that time.

The No Claims Discount is not transferable to any other person.

Section 5 – European use

- 1 Provided that the Insured Vehicle is being used for a purpose identified in the Permitted User Section of the Schedule We will provide You with the minimum level of cover for the Insured Vehicle required by law in any country which:
- (a) Is a member of the European Union. Current members (other than the UK) are:

Austria	Latvia
Belgium	Lithuania
Bulgaria	Luxembourg
Croatia	Malta
Cyprus	Netherlands
Czech Republic	Poland
Denmark	Portugal
Estonia	Republic of Ireland
Finland	Romania
France	Slovakia
Germany	Slovenia
Greece	Spain
Hungary	Sweden
Italy	

Or:

- (b) Has satisfied the European Commission it has made arrangements to meet Article 7(2) of the EC Directive on Insurance of Civil Liabilities arising from the use of Motor Vehicles (No 72/166/EEC). These countries are currently Norway, Switzerland, Andorra, Iceland and Liechtenstein.

Provided that the Insured Vehicle is being used for a purpose identified in the Permitted User Section of the Schedule. The Certificate of Motor Insurance takes the place of an International Motor Insurance Card (Green Card).

- 2 If the compulsory insurance requirements of the country in which the incident occurs (being a country identified in Section 5 (a) or (b)) requires a higher minimum level of cover than is provided by Section 1, We will provide the minimum level of cover required by that country.
- 3 This policy does not provide cover for any Customer Vehicle taken outside of the Territorial limits by the Policyholder or any driver named in the Schedule.
- 4 Cover is strictly for social domestic and pleasure purposes only. Business Use is not permitted outside the Territorial Limits.
- 5 We may agree to provide You with the same level of insurance cover You have in the UK on a weekly basis subject to:
 - (a) Prior notice of at least 48 hours is given before using the Insured Vehicle abroad; and
 - (b) An additional premium is paid.
- 6 If the law of a foreign country covered by this insurance requires Us to settle a claim We would not otherwise be liable to cover, We may recover the amount of the claim from You or the person the claim was made against.

Section 6 –Medical expenses

- 1 We will cover medical expenses up to £100 for each occupant of the Insured Vehicle or Customer Vehicle injured in an accident covered by this policy unless those costs are paid under any other motor insurance policy or any other section of this policy.
- 2 If You hold comprehensive cover, We will cover the Insured driver's medical expenses up to £100. If You hold third party fire and theft or third party only cover, We will not.
- 3 The maximum We will cover in respect of medical expenses for any one accident covered by this policy is £400.

General conditions

These general conditions apply to all sections of this insurance.
If You do not comply with the general conditions, We may:

- (a) Cancel Your policy,
- (b) Refuse to deal with Your claim,
- (c) Reduce the amount of any settlement under the policy.
- (d) Vary the premium and terms of Your contract
- (e) Seek to recover any settlement made to You that was not due under the terms and conditions of this policy

1 Your duties

We will only provide insurance if:

- 1.1 Any person insured by this insurance has complied with all the conditions in this contract and in the Schedule.
- 1.2 You and anybody left in charge of an Insured Vehicle or Customer Vehicle have taken all reasonable steps to prevent loss of or damage to it.
- 1.3 You maintain the Insured Vehicle(s) in an efficient and roadworthy condition and comply with all statutory regulations and Vehicle licensing authority regulations regarding its use, road worthiness and condition (e.g. You must hold a valid MOT certificate and the Insured Vehicle must have legally correct tyres, lights, brakes etc).

- 1.4 The information provided when making any claim under the policy is true to the best of Your knowledge.
- 1.5 You notify Us as soon if there is any change in circumstances or to the material facts previously disclosed by You to Us whenever changes are made at Your request and at each Renewal. Examples of material changes include, but are not limited to:
 - 1.5.1 A change of Vehicle (including extra Vehicles).
 - 1.5.2 All changes You make to an Insured Vehicle if they make it different from the manufacturer's standard specifications (even if the changes are purely cosmetic).
 - 1.5.3 A change of Your address or Business description.
 - 1.5.4 A change in the purpose for which Vehicles are used.
 - 1.5.5 A change in Employees.
 - 1.5.6 Passing Your driving test if a provisional driving licence was held at inception of the insurance.
 - 1.5.7 Changes to the Endorsements required.
 - 1.5.8 Motoring convictions (other than parking).
 - 1.5.9 Details of illnesses which may affect the ability of anyone listed on the policy as insured to

drive. These include diabetes, epilepsy or a heart condition.

- 1.6 You allow Us to examine an Insured Vehicle or Customer Vehicle at any reasonable time, if requested.
- 1.7 Unless You have Our written agreement, You (or any person covered by this insurance) must not admit blame, or make any offer, promise or payment to a third party or parties.
- 1.8 All Vehicles are listed on the Motor Insurers Database (MID) within the required time scales as noted in the Endorsement MTPC01.

2 Fair presentation of the risk

- 2.1 At inception, renewal, and whenever changes are made to it at Your request You must:

Disclose all material facts in a clear and accessible manner; and not misrepresent any material facts, and ensure You have carried out reasonable searches to obtain all relevant information about the risk.

3 Limit of Coverage

3.1 Operative Section 1

The limit shown in the Schedule under Section 1 apply to any one claim or series of claims arising from one cause and is the maximum the Insurer will pay to any third party during the Period of Insurance.

3.2 Operative Section 2 and / or 3

Where a claim arises and is the subject of cover under either (but not both) Section 2 or Section 3 the total amount payable by the Insurer before deduction of any Excess shall not exceed the amount shown in the Schedule as the Limit of Coverage for the applicable Section 2 or Section 3 or the Maximum Liability shown in the Schedule whichever is the lower amount subject to deduction of any applicable Excess.

Where a claim arises and is the subject of cover under Section 2 and Section 3 notwithstanding the individual Section 2 and 3 limits stated in the Schedule the total amount payable by the Insurer shall not exceed the Maximum Liability shown in the Schedule subject to the deduction of any applicable Excess.

The Insurer shall not cover the Policyholder under Section 2 or Section 3 unless the section is shown as operative in the Schedule.

4 Directors relatives and employee vehicles

- 4.1 Directors relatives and Employee Vehicles are excluded from cover except when they are in the care or control of the Policyholder for the purpose of repair, service, overhaul, maintenance, inspection, testing, alteration or storage.
- 4.2 The cover provided under Section 3 for directors relatives or Employee Vehicles is subject to the

provisions of Section 3 and are subject to the Limit of Coverage under Section 3. The following additional conditions apply:

- 4.2.1 Section 3 must be shown as operative in the Schedule.
- 4.2.2 The subject Vehicle must be insured by the director or relative or Employee and be notified to the Motor Insurers Database.
- 4.2.3 The Insurer will not provide cover which is greater or wider than the cover already arranged on the subject Vehicle.

5 Claims notification and co-operation

- 5.1 You must report any claim, accident or loss to Us regardless of fault **within 24 hours** and assist with Our enquiries at all times.
- 5.2 You must report any theft, attempted theft or malicious damage relating to an Insured Vehicle or Customer Vehicle or other property to the police and obtain a crime reference number.
- 5.3 Following any occurrence which may give rise to a claim under this policy **You must immediately notify Us by telephone** using the contact details in the Schedule, to provide preliminary information about the loss or damage. This will include:
 - 5.3.1 Your contact details and details of anybody else in the Vehicle at the time of the incident.
 - 5.3.2 Details of convictions and outstanding penalty points.
 - 5.3.3 Your policy number.
 - 5.3.4 Information about the Insured Vehicle or Customer Vehicle involved and details of the incident.
 - 5.3.5 Details of any witnesses.
 - 5.3.6 Details of other parties involved in any accident, any injuries suffered by them and damage to their Vehicle.
- 5.4 If You fail to assist with Our enquiries or report a claim **within 24 hours**, We may refuse to settle Your claim except as required by The Road Traffic Acts. We will also charge You a late reporting Excess as noted in Your Schedule.
- 5.5 Where, at your request, we agree to sub-contract any of our repair services to a sub-contractor of your choice, or where, at our discretion, we agree to settle Your claim by making a monetary payment, We will not accept responsibility for the cost of repairs or replacements which are not authorised in advance by Us. Any estimate for repairs that you obtain should be copied and marked with Your policy and claim

number and sent to Haven Claims, Suite 2a Second Floor, 160 London Road, Sevenoaks, Kent, TN13 1BT.

- 5.6 Haven Claims is a claims handling company employed by Us to manage repairs to Vehicles insured by Us. We will share Your personal information with Haven Claims insofar as is necessary for them to help You and Us resolve Your claim.
- 5.7 You must telephone Us **immediately** if:
 - 5.7.1 You receive any letter or other documents about the incident.
 - 5.7.2 You become aware that anyone insured under this policy may, or will be, prosecuted or if there is going to be an inquest or fatal accident inquiry as a result of an accident covered by this insurance.
- 5.8 You become aware that a civil claim may or will be made against anyone insured by this policy arising out of an accident covered by this insurance. You must not answer any letters or proceedings without Our written permission.
- 5.9 If We have to pay an additional amount in settlement of a claim under this insurance because of Your delay in providing Us with information or otherwise cooperating with Our reasonable enquiries, We reserve the right to recover the additional amount from You. You will be

held responsible under the policy for delays caused by any other person insured by this policy.

- 5.10 Where We or another repairer carry out work on the Insured Vehicle, parts and accessories, including green recycled parts, that are not made or supplied by the vehicle manufacturer but are of similar type and quality, may be used.

6 Conduct of claims/subrogation

- 6.1 We are entitled to take over any claim and to conduct the defence or settlement of any third party claim in Your name or the name of any person claiming under this policy We are entitled to instruct solicitors of Our choice to act for You in any civil or criminal claim.
- 6.2 We will have full control over any legal proceedings brought against a third party.
- 6.3 Where We consider it appropriate, We may admit liability on Your behalf or on behalf of anybody else insured by this policy. We have full control of all claims covered by this policy.
- 6.4 We may, at Our expense, bring a claim in Your name or in the name of any person claiming under this policy to recover any amount paid by Us.
- 6.5 If We accept Your claim but cannot agree its value, We will appoint a barrister, whose identity is to be agreed between us or failing agreement who is nominated by

the Chair of the Bar Council, to value Your claim. You and We will be bound by that valuation.

- 6.6 The Trade Market Value of an Insured Vehicle will not be decided by a barrister but by reference to the Glass's Guide trade value. Vehicle condition, mileage and use will also be taken into consideration when assessing the value of an Insured Vehicle. If no Glass's Guide value exists, We will use market research, the open market, auction site data and various other available publications to assist in sourcing a Trade Market Value. This would be done as a matter of course and prior to any need for an independent engineer or assessor valuation. You and We will be bound by that valuation.
- 6.7 The Market Value of a Customer Vehicle will not be decided by a barrister but by reference to the Glass's Guide mid-book value. Vehicle condition, mileage and use will also be taken into consideration when assessing the value of a Customer Vehicle. If no Glass's Guide value exists, We will use market research, the open market and various other available publications to assist in sourcing a Market Value. This would be done as a matter of course and prior to any need for an independent engineer or assessor valuation. You and We will be bound by that valuation.
- 6.8 You must tell Us about any claim You bring for loss or damage which is not insured by this policy within 21 days of the loss or damage. For example, if You

have a "no fault" accident and intend to pursue a claim for personal injury.

7 Our Right of Recovery

- 7.1 For the avoidance of doubt, the cover provided by the policy meets the requirements of the provisions of the Road Traffic Acts and to the extent more limited cover is provided by any provisions under this policy the minimum cover required under the Road Traffic Acts will apply, but this is subject to Our right of recovery referred to in 4.2 below.
- 7.2 If, under the law of any country this policy covers You in, We must settle a claim for which We would not otherwise provide cover, We may recover any claim settlement from You or from the person who the claim was made against.

8 Fraud

- 8.1 If You or anyone acting on Your behalf makes a fraudulent, false or exaggerated claim under this policy, We will be entitled to refuse to settle the whole of the claim and make any recoveries that We have already settled. We may also notify you that We will be treating this policy as having been terminated with effect from the date of the fraudulent act. If We terminate this policy under this condition You will have no cover under this policy from the date of the fraudulent act and may not be entitled to any refund

of premium. We may also recover any settlement made in regard to any other claim on your policy.

This clause also applies to false statements made when taking out the policy or bringing a claim and if You provide false documents in support of a claim.

If any fraud is perpetrated by or on behalf of an insured person and not on behalf of You this condition should be read as if it applies only to that insured person's claim and references to this policy should be read as if they were references to the cover effected for that person alone and not to the policy as a whole.

9 Other insurance

- 9.1 Where a claim under this policy is also covered by another insurance policy, We will only settle Our share of the claim.
- 9.2 If a person other than the Policyholder or a named driver is driving an Insured Vehicle or Customer Vehicle and is covered by other insurance for claims by third parties, no settlement for those claims will be made under this policy.
- 9.3 If You have separate insurance cover for losses which are not insured under this policy, You must tell Us about any settlements You receive which are connected with any claim under this insurance. You must also tell Us about any claim Your other Insurers bring for recovery of sums paid by them.

10 Contracts (Rights of Third Parties) Act 1999

- 10.1 No person, persons, company or other party not named as insured in the Schedule has any right under the Contracts (Rights of Third Parties) Act 1999 or any subsequent or amended legislation to enforce any terms of this policy.

This does not affect any right or remedy of a third party that exists or is available apart from that Act.

11 Cancelling Your policy

If you cancel:

- 11.1 You may cancel this insurance at any time by contacting Us and returning Your Certificate of Motor Insurance to Us. You will not be insured from the date We receive the Certificate. **By law You must return Your Certificate of Motor Insurance to Us.**
- 11.2 If You cancel this Insurance, We will calculate a charge for the period that this insurance has been in force on the following basis:
 - 11.2.1 If the insurance was arranged for less than 12 months, We will keep the whole premium.
 - 11.2.2 Otherwise, We will refund the premium according to the number of whole months remaining from the date We are in possession of both Your written request to cancel this

insurance and the Certificate of Motor Insurance for Your Vehicle until the end of the Period of Insurance subject to no claims being reported.

11.2.3 The refund will be calculated by reference to this table:

Length of time you had the insurance (not exceeding)	1mth	2mth	3mth	4mth	6mth	8mth	8mth +
Percentage of premium refunded (excluding admin fee)	75%	65%	50%	40%	25%	10%	Nil

So, for example, if You cancel this insurance on 21 July 2013 and the Period of Insurance ends on 31 January 2014, You will receive a refund of 25% of the premium.

- 11.2.4 If You have an Agent, We will refund any premium to Your Agent.
- 11.2.5 If at the time You cancel this insurance You or a third party have made a claim under it, We will retain the whole Premium until the claim is settled. The claim will be settled for the purpose of this section when a final settlement is made by Us or when We receive notification that a claim by You or a third party will not be pursued further.
- 11.2.6 If the claim is settled as non-fault, and subject to payment of any Excess, We will refund a percentage of the premium according to the

number of whole months remaining before the end of the Period of Insurance at the date of settlement. The refund will be calculated by reference to the table at 10.2.3. If settled as a fault claim and We have incurred costs as a result then no refund of premium will be given.

If We decide to cancel:

- 11.3 We or Your Agent may cancel this insurance by sending 7 clear days' notice of cancellation to Your last known address (and in the case of Northern Ireland also to the Department of Environment, Northern Ireland). You will not be insured from the 8th day after delivery of the

notice. The notice will provide an explanation as to why Your policy is being cancelled.

11.4 We will refund the part of Your Premium which applies to the remaining Period of Insurance by reference to the table at 10.2.3.

11.5 If You have an Agent, any refund will be sent to Your Agent.

12 Assignment

12.1 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) shall have any right against Us in respect of the subject matter of this insurance or any right to receive moneys payable either before or after loss and whether admitted or not unless this right has been endorsed on the policy and signed by Us.

General exclusions

These exclusions apply to the whole of Your policy:

- 1 Your insurance does not cover any loss, damage or liability arising when an Insured Vehicle or Customer Vehicle is being:
 - 1.1 Driven by or in charge of anybody who is not named in the Certificate of Motor Insurance as a person entitled to drive unless the Insured Vehicle or Customer Vehicle was stolen or taken without the Policyholder's permission.
 - 1.2 Driven by anyone (including You) who You know is disqualified from driving, or does not hold a licence to drive an Insured Vehicle or Customer Vehicle, or is prevented by law from holding a licence.
 - 1.3 Used for a purpose that involves criminal activity (other than minor motoring offences).
 - 1.4 Used in or on restricted areas of airports or airfields. We will not provide cover for any claim concerning an aircraft within the boundary of the airport or airfield.
 - 1.5 Used for purposes other than those in the Permitted User Section of the Schedule.
 - 1.6 Used to carry a load which is more than it was constructed to carry and more than the maximum capacity.
 - 1.7 Used to carry dangerous substances, goods or Hazardous Loads or inflammable liquids or gasses in bulk.
- 2 We will not cover any costs You have accepted under an agreement or contract unless You would have had to cover those costs even if the agreement did not exist.
- 3 We will not provide cover for deliberate loss or damage caused by anybody insured by this policy.
- 4 We will not cover any liability, loss, damage, cost or expense insured by another policy.
- 5 We will not cover any claim for loss or damage or any claim by a third party if:
 - 5.1 You use an Insured Vehicle or Customer Vehicle at a motor racing track or at an off-road 4x4 event.
 - 5.2 You use an Insured Vehicle or Customer Vehicle for racing, rallies, speed trial or endurance tests.
 - 5.3 You exceed the seating capacity of any Vehicle.
 - 5.4 An Insured Vehicle or Customer Vehicle is used for Hire or Haulage, unless Your Schedule permits that use, and You have requested this cover and this is shown in Your policy certificate under limitations to use.
- 6 Except as provided by Section 5, any liability, injury, loss or damage whilst an Insured Vehicle is outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

- 7 We will not provide repair services or pay for loss, damage or injury caused (directly or indirectly) by war, (regardless of whether or not war has been declared), civil war, rebellion, revolution, or military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property or under the order of any government or public or local authority . Nor will We pay for loss, damage or injury arising from attempts to control or prevent these causes. But We will provide cover required by the Road Traffic Acts and by the minimum insurance requirements of any foreign country which We have agreed to extend this insurance to cover. (Please see Section 5).
- 8 We will not provide repair services or cover for any loss or damage (whether direct or indirect) or liability caused by, contributed to or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste, or from the combustion of nuclear fuel, the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of it, or pressure waves caused by aircraft and other flying objects.
- 9 We will not provide cover for any proceedings or judgment against You in any court outside the United Kingdom, unless they arise out of an Insured Vehicle being used in a foreign country which We have agreed to extend this insurance to cover.
- 10 Except as strictly required by the Road Traffic Acts, We will not provide repair services or cover for any liability, loss, damage, cost or expense:-
 - 10.1 If We consider that the driver of an Insured Vehicle or Customer Vehicle was under the influence of drink or drugs or any substance which would be considered an offence under the relevant law applicable to the driving of Vehicles at the time of the accident.
 - 10.2 We will not provide repair services or cover for any liability directly or indirectly caused by resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, except to the extent that it is necessary to comply with the minimum requirements of the law relating to compulsory insurance



10.3 Arising from the loading or unloading of an Insured Vehicle or Customer Vehicle.

- 11 We will not provide repair services or cover for any liability directly or indirectly caused by resulting from or in connection with pollution or contamination unless the pollution or contamination rises directly from an incident which is covered under the terms of the policy.
- 12 Motorcycles are specifically excluded from this policy unless otherwise stated in the Schedule.
- 13 There is no cover under Section 2 or Section 3 of this policy for Vehicles consigned to the Policyholder except:
 - 13.1 Vehicles consigned to the Policyholder by the Vehicle manufacturer.
 - 13.2 Vehicles consigned to the Policyholder by the Vehicle manufacturer's main agent within the Territorial Limits.
- 14 We will not provide cover to secure the release of any motor trade vehicle seized by or on behalf of any government or public authority which is not your property or in your custody or control at the time of seizure.
- 15 The VAT payable on the cost of repairs or replacement goods if You are VAT registered and entitled to recover the VAT.

Important information

WHO ARE WE?

Haven Insurance Company Limited is registered in Gibraltar number 85914. Our registered office is located at No.1 Grand Ocean Plaza, Ocean Village, Gibraltar, GX11 1AA.

We are authorised and regulated by the Gibraltar Financial Services Commission under the Insurance Companies Act 1987. In addition to this, We are also regulated by the Financial Conduct Authority (FCA) by means of cross border services.

Haven Insurance is a member of the UK's Motor Insurance Bureau (MIB) and Association of British Insurers (ABI).

Haven Claims is a claims handling company engaged by Us to manage repairs to vehicles insured by Us. We will share Your personal information with Haven Claims insofar as is necessary for them to help You and Us resolve Your claim. Haven Claims is a trading name of Prospect Legal Limited.

FINANCIAL SERVICES COMPENSATION SCHEME

If We are unable to meet Our liabilities You may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Further information about compensation scheme arrangements is available at www.fscs.org.uk, by emailing enquiries@fscs.org.uk or by phoning the FSCS on 0207 741 4100.

SHARING YOUR PERSONAL INFORMATION – DATA PROTECTION

Your privacy is important to Us. Except as outlined below, We promise to keep Your personal information private. How We may use Your personal data is controlled by the requirements of the Data Protection Act 1998. Haven Insurance Company Limited is registered for the purpose of processing personal data.

Information provided to Us may be held on computer, paper file or other format, whether or not You purchase a policy. We will hold this information for a reasonable time to ensure We have a clear and complete history of insurance enquiries, applications, policy records and transactions. By purchasing this policy You are giving Your consent to such information being processed by Us and Our agents.

We will use Your personal information:

1 To manage Your insurance with Us

This may include sharing Your information with the insurers We place cover with and with Our agents to process and administer Your insurance (e.g. service providers that We have agreements with both within and outside the European Economic Area). It may also be used or disclosed to regulators to monitor and enforce Our compliance with any regulation.

If You move to a new insurer We may confirm certain details about Your insurance to them. We will only confirm details to genuine organisations. Any requests for policy information by an individual other than the policyholder will require permission

from the policyholder to do this. We will not use sensitive personal data for marketing purposes.

2 To prevent and detect fraud

We are involved in a number of industry initiatives as fraudulent claims are a serious problem for insurers and honest policyholders. When You apply for insurance and when You make a claim, We will perform the following checks to detect fraud and money laundering and if found We will report this to the authorities under the Proceeds of Crime Act (POCA). We may:

- 2.1 Pass information to the Motor Insurance Anti-Fraud and Theft Register and to the Claims and Underwriting Exchange Register, which are both administered by Insurance Database Services Limited (IDS Ltd);
- 2.2 Check Your details with credit reference and fraud prevention agencies and databases. We may provide Your information to those agencies for their records. If false or inaccurate information is provided and fraud is identified details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. We and other organisations may access and use this information to prevent fraud and money laundering, for example, when:
 - 2.2.1 Checking details on applications for credit and credit related accounts or facilities



- 2.2.2 Managing credit and credit related accounts or facilities
- 2.2.3 Recovering debt
- 2.2.4 Checking details on proposals and for all types of insurance
- 2.2.5 Checking details of job applications and employees

2.3 Share information about You with other insurers, organisations, public bodies and law enforcement agencies to prevent fraudulent claims. Insurers keep a register of claims. Please contact Us on **0345 0920704** if You want to receive details of the relevant fraud prevention agencies. We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

You may report information confidentially in respect of bogus/ fraudulent claims to the Cheatline on 0800 422 0421. The Cheatline is manned 24 hours a day. Alternatively, fraud can be reported online to the Insurance Fraud Bureau (IFB) at www.insurancefraudbureau.org. All information can be reported anonymously and will be treated in the strictest confidence. The Cheatline is manned by experienced fraud investigators who may share the information with other interested parties such as the insurer concerned (if known). Savings obtained from information provided to the Cheatline will help to reduce insurance premiums. More information can be provided if requested.

3 To update the Motor Insurance Database (MID)

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 but including:

- I Electronic Licensing;
- II Continuous Insurance Enforcement;
- III Law enforcement (prevention, detection, apprehension and or prosecution of offenders);
- IV The provision of government services and or other services aimed at reducing the level and incidence of uninsured driving.

If You 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.

NOTE: The Insurer will not be liable for any loss or damage or theft to any Vehicle which has not been notified to the Insurer. Please see the Endorsement MTPC01 in Your Schedule for further information.

COMPLAINTS

We're committed to providing You with a first class service but We recognise that there may be an occasion when You feel We may not have done this and You wish to make a complaint. We will always try to resolve any complaint speedily and at the earliest possible stage. If You are not satisfied with the service provided by Your Agent, please contact them. If You are not satisfied with Our service please contact Us straight away by calling Us on **0345 0920704** or by emailing **complaints@haven.gi**

If You want to make a complaint in writing please contact our Customer Relations Team at:

**Customer Relations
Haven Insurance Company Limited
No.1 Grand Ocean Plaza
Ocean Village
Gibraltar
GX11 1AA**

We will try to resolve Your complaint on receipt but if this is not possible then We will send You a written acknowledgement after We receive Your complaint. This will tell You the name of the person handling Your complaint and enclose Our complaints procedure leaflet.

We will write to You to confirm Our resolution of Your complaint. If We have not resolved Your complaint within eight weeks, or if Your complaint is still not resolved to Your satisfaction, You have the right to refer Your complaint to the Financial Ombudsman Service. The contact details for the Financial Ombudsman Service are:

**Financial Ombudsman Service
Exchange Tower
London
E14 9SR**

Telephone: 0800 0234567

www.financial-ombudsman.org.uk

The Financial Ombudsman Service will handle most complaints You might have, but there are some instances that fall outside its authority. The Ombudsman's decision is binding upon Us, but You are free to reject it without affecting Your legal rights.

PREMIUM PAYMENTS

You may pay for Your policy either annually or by monthly instalments. If You choose to pay by monthly instalments, You must pay by Direct Debit.

If You do not pay an instalment by its due date, Your insurance will immediately be reduced to the minimum required by The Road Traffic Act.

We may at Our option deduct any outstanding premiums due from any claims entitlement due in respect of a loss under this policy.

Chasing letter

We or Your Agent will write a chasing letter requiring payment of the outstanding instalment within 7 days of the due date of the instalment.

If the late instalment is paid within 7 days of the date of the first chasing letter, We or Your Agent will reinstate Your insurance to its original cover.

If the instalment remains unpaid after 7 days of the date of the chasing letter, We or Your Agent will write a cancellation letter to Your last known address.

The cancellation letter will be sent and will notify You that We will not insure You or anybody listed on the Schedule after 7 clear days following delivery of the cancellation letter. The cancellation letter will provide a clear explanation why Your policy is being cancelled. On receipt of the cancellation letter, You must immediately return Your Certificate of Motor Insurance to Us or Your Agent.

Unusual circumstances

If an Insured Vehicle or Customer Vehicle is deemed by Us to be Beyond Economic Repair before You have paid all monthly instalments, the outstanding premium will be deducted from any payment to Your Vehicle's owner under this insurance.

With Our agreement, any extra premium arising from changes to this insurance may be spread out over existing monthly instalments. If You pay annually, You must pay the extra premium in full within 28 days of the request to make changes.

CHANGES TO YOUR POLICY

If You change Your policy or ask Us or Your Agent to re-issue documentation:

- 1 Your Agent will advise You about any change in premium.
- 2 We or Your Agent may charge You an administration fee for making changes to Your policy.

AGENT STAMP:

CLAIMS PROCESS REMINDER

IF YOU ARE INVOLVED IN AN ACCIDENT YOU MUST:-

1. EXCHANGE DETAILS

Names, addresses, phone numbers with everyone involved including witnesses. (Get into a safe position before you start, i.e. away from the risk of other traffic.)

2. NEVER ADMIT LIABILITY at the scene.

3. EXCHANGE REGISTRATION NUMBERS

& make/model of vehicle.

4. TAKE PICTURES (use your phone)

Photograph the vehicles, registration numbers and any passengers. (If safe to do so also try to take pictures of the accident scene.)

5. IF ANY PARTY IS INJURED, CALL 999

(Police & Ambulance).

Once you have the above information, call Haven Claims on: **0345 092 0700** OR Text **“CLAIM”** to **83118**

WE WILL DO THE REST!





October 2016 Version 1.7



HAVEN INSURANCE COMPANY LTD.

Registered office:

No.1 Grand Ocean Plaza, Ocean Village,
Gibraltar, GX11 1AA

Registered number: 85914