



PRIVATE CAR PLUS

INSURANCE POLICY
Your policy explained

Version 1.4

CONTENTS

WHAT TO DO IN THE EVENT
OF AN ACCIDENT 3

SECTIONS OF THIS CONTRACT
WHICH APPLY TO YOU 4

DEFINITIONS 5

LOSS OF OR DAMAGE TO YOUR CAR 9

WINDSCREEN AND WINDOW COVER 12

CLAIMS BY THIRD PARTIES 15

MEDICAL EXPENSES 17

USING YOUR CAR ABROAD 18

CAR SHARING 19

BUSINESS USE 19

COURTESY CAR COVER 19

LEGAL SOLUTIONS 21

SECTION 1: GENERAL CONDITIONS 24

SECTION 2: GENERAL EXCLUSIONS 32

IMPORTANT INFORMATION 36



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!

Sections of this contract which apply to you

Type of cover (see Schedule)	Sections that apply
Comprehensive	<p>All sections. But: B4 will only apply if You have Window and Windscreen cover. See the Endorsements Section of Your Schedule. C4 will only apply if You have driving other cars cover. See the Endorsements Section of Your Schedule. Section G will only apply if the Permitted User Section of Your Schedule allows Business Use.</p>
Third party fire and theft	<p>A, B1 B3 applies but only for loss or damage caused by fire, lightning, explosion, theft or attempted theft. B5 applies but only for loss or damage caused by fire, lightning, explosion, theft or attempted theft. C C4 will only apply if You have driving other cars cover. See the Endorsements Section of Your Schedule. D1 applies only to medical expenses of third parties, not the person driving Your Car. E, F Section G will only apply if the Permitted User Section of Your Schedule allows Business Use. H, I, Sections 1 and 2</p>
Third party only	<p>A, C1, C2 and C3 D1 applies only to medical expenses of third parties E, F Section G will only apply if the Permitted User Section of Your Schedule allows Business Use. H, I, Sections 1 and 2</p>

Definitions

A1 PREAMBLE

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.

A2 THE LAW APPLICABLE TO THIS POLICY

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

A3 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

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

Appointed Advisor

The solicitor or other advisor appointed by the Legal Solutions Administrator to act on Your behalf.

Beyond Economic Repair

Your Car will be considered to be Beyond Economic Repair if the repair cost of Your Car is more than the lower of (1)

the Market Value of Your Car immediately before the loss or (2) its value shown in the Schedule.

Business Use

Use of Your Car for work purposes where that work involves driving. Work purposes including travel to and from a place of work or study if that involves driving Your Car for more than a monthly average of 4 hours a day.

See the Permitted User Section of Your Schedule for details of the Business Use permitted by Your policy.

Certificate of Motor Insurance

Document providing legal evidence of Your insurance.

Collective Conditional Fee Agreement

A legally enforceable agreement entered into on a common basis between the Appointed Advisor and the Legal Solutions Administrator to pay their professional fees on the basis of 100% "no-win no-fee".

"Cooling-Off" Period

14 days from the date cover commences or the date You receive the Certificate of Motor Insurance, whichever is later. This does not apply to short-term policies.

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.

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, Windscreen Excess and any additional Excess applicable for requesting Us to sub-contract Our repair service to a repairer of Your choice.

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.

Inexperienced Driver

A driver up to 24 years old or who has held a licence for less than 12 months.

Inexperienced Driver Excess

The amount payable under clause B2.11 if at the time that damage or loss arose other than by fire or theft Your Car was

last in the custody or control of an insured Inexperienced Driver, who is not identified as the policyholder in the Schedule.

Late Reporting Excess

The amount shown in the Schedule which You or any person insured has to pay towards a claim if loss or damage occurs or liability arises and You do not notify Us in accordance with the claims notification provisions set out in Section 1: General Conditions Sub-Section 2 but We agree to provide cover in any event.

Legal Costs & Expenses

- 1 Reasonable legal costs fees and disbursements reasonably and proportionately incurred by the Appointed Advisor on the Standard Basis and agreed in advance by the Legal Solutions Administrator or Fixed Recoverable Costs. The term "Standard Basis" can be found within the Court's Civil Procedure Rules Part 44.
- 2 Other sides costs and disbursements where You have been ordered to pay them or pays them with the Legal Solutions Administrator's agreement.

Legal Solutions Administrator

ARAG plc who is authorised under a binding authority agreement to administer this insurance on behalf of the Legal Solutions Insurer, Brit Syndicate 2987 at Lloyds.

Legal Solutions Insurer

Brit Syndicate 2987 at Lloyd's [written under unique market reference B0356KA233D12A000 or replacement thereof].

Limit(s) of Coverage

The maximum sums shown in the Schedule in respect of applicable sections of the policy.

Market Value

The value of Your Car at the date of loss according to the Glass's Guide mid-book value plus the value of Accessories up to a maximum of £350 (irrespective of any Accessories Endorsement).

Vehicle condition, mileage and use will also be taken into consideration when assessing the Market Value of Your Car. 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.

Non Fault Accident

An accident or incident which is proven to be entirely and without doubt not Your fault.

No Claims Discount

The amount by which Your premium is reduced to reflect the lack of claims under the policy. Please see the Schedule for the amount of Your discount (if any).

Period of Insurance

The period of time covered by this insurance as shown in the Schedule.

Personal Belongings

Items owned by You excluding:

- 1 Money (including credit cards, cash cards, debit cards and cheque cards), stamps, tickets, documents or securities
- 2 Jewellery or furs
- 3 Tools, goods or samples connected with Your work
- 4 Property insured by any other contract
- 5 Accessories and other in-car entertainment systems, communication equipment or navigational equipment
- 6 Any item carried inside a Trailer

Reasonable Prospects of Success

This means that it is always more likely than not that:

- (a) Your claim or appeal will be successful, and
- (b) Any judgment being sought by You will be enforced.

Road Traffic Acts

Any Acts, laws or regulations which govern the driving or use of any motor car in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

Schedule

The document which gives details of Your cover.

Small Claims Court

A court in England & Wales that hears a claim falling under the small claims track in the County Court as defined by Section 26.6

(1) of the Civil Procedure Rules 1999; a court in Scotland that uses the simple claims procedure as set out by the Courts Reform (Scotland) Act 2014, a court in Northern Ireland where the sum in dispute is less than £3,000 or the equivalent jurisdiction in the Channel Islands and Isle of Man where the policy applies.

Specified Driver

A driver identified in the Schedule as a Specified Driver.

Specified Driver Excess

The amount or amounts shown in the Schedule which You or any person insured have to pay towards any claim if loss or damage occurs or liability arises when Your Car is in the custody or control of a Specified Driver.

Supervised Driver

A driver identified in the Schedule as a Supervised Driver.

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. In relation to the Legal Solutions Section of this policy, the United Kingdom, Channel Islands and the Isle of Man.

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.

Trailer

A Trailer designed for the purpose of being towed by a Car and includes a caravan or broken-down Car (as permitted by law).

We or Us or Our

Haven Insurance Company Limited.

Windscreen Excess

The amount or amounts shown in the Schedule which You or any person insured has to pay towards any claim under Section B4.

You or Your

The policyholder or policyholders named in the Schedule. In relation to the Legal Solutions Section of this policy it also includes any driver or passenger in or on Your Car with Your permission.

Your Agent

Your broker or other intermediary through whom You take out this insurance named in the Schedule.

Your Car

The Car identified in Your Policy Schedule or any courtesy Car arranged by Us whilst Your Car is being repaired after You have claimed under this policy so long as that Car is normally based in the UK. In relation to the Legal Solutions Section of this policy it also includes any Trailer attached to it.

Loss of or damage to your car

B1 LOSS OF OR DAMAGE TO YOUR CAR CAUSED BY FIRE OR THEFT

What is covered?

We will cover You in respect of loss of or damage to Your Car 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).

B2 LOSS OF OR DAMAGE TO YOUR CAR OTHER THAN BY FIRE AND THEFT (COMPREHENSIVE POLICIES ONLY)

What is covered?

We will cover You in respect of loss of or damage to Your Car 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).

Provisions applicable to B1 and B2

- 1 If Your Car is damaged, at Our option We will:
 - 1.1 Repair the damage to Your Car; or
 - 1.2 Provide You with a replacement Car.

At Our discretion, in some circumstances We may decide to settle the claim by a monetary payment instead of repairing or replacing Your car.

- 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 Your Car 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 Your Car, 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 Your Car cannot be driven as a result of damage insured by this insurance, We will arrange to move the car 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 Your Car from or to Your address and / or to a place where it can be repaired.
 - 5 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.

- 6 If We consider Your Car 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 Your Car with settlement of its Market Value up to the value shown in the Schedule and subject to the Limit of Coverage after deducting the Excess. You should be aware that We are entitled to provide settlement based upon the value of Your Car in the Schedule (subject to the Limit of Coverage after deducting the applicable Excess(es) in full and final settlement of Your claim for damage to Your Car, even if that value is under-stated.

Our obligation to repair Your Car 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 Your Car specified in the Schedule or the Limit of Coverage less the applicable Excess(es).

- 7 If Your Car is stolen and not recovered, subject to Clause 7 below We will provide the registered owner of Your Car with settlement of its Market Value at the date it was stolen

subject to the Limit of Coverage shown in the Schedule after deducting the applicable Excess(es).

- 8 If You have bought Your Car 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 to either repair the loss or damage, or because Your Car is Beyond Economical Repair, or because Your Car is stolen and not recovered, then any settlement made will be used to discharge any sums owed to the hire purchase company, leasing company, bank or other lenders, 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 If We make settlement of the Market Value of Your Car or the Limit of Coverage in settlement of a claim under sections B1 and / or B2:
 - (a) You must return the Certificate of Motor Insurance to Us.
 - (b) You must send Us the Car Registration Document and any current test certificate.
 - (c) Your Car will become Our property.
 - (d) Unless We agree to let this insurance continue on a replacement Car, this insurance will end on the date You accept settlement and any outstanding or overdue premiums must be paid.

No Claims Bonus (Annual Policies Only)

10 The maximum NCB We accept is 5 years. If, during the period of one policy year, one claim having been assessed as a fault claim, two years of Your No Claims Discount will be lost. You will not earn any additional years No Claims Discounts for that same year.

If You have protected Your No Claims Bonus and during the period of one policy year, one claim having been assessed as a fault claim, Your No Claims Discount will not be affected but You will not earn any additional years No Claims Discounts for that same year. In the event that any further claims arise within the same policy year, two years No Claims Discount will be lost per each subsequent fault claim:

NCD	Step Back of NCD per subsequent fault claim
0yr	0yr
1yr	0yr
2yrs	0yr
3yrs	1yr
4yrs	2yrs
5yrs	3yrs
5yrs +	3yrs

Your Excess

11 If Your Car is lost, stolen or damaged You are responsible for paying the Excess(es) in the Schedule no matter how the loss or damage happened.

If Your car is to be repaired and at Your request We sub-contract the repair work that We are to provide to a repairer of Your choice, then an additional Excess will apply; this Excess will be shown in Your Schedule. This Excess will apply in addition to any other Excess(es) under the policy.

Inexperienced Driver Excess

12 Unless the loss or damage is caused by fire or theft, You will also be required to pay the Inexperienced Driver Excess specified in the Schedule if at the time of the loss or damage the Car was last in the custody or control of an insured person who is not identified as the named driver in the Schedule and who is an Inexperienced Driver.

Specified Driver Excess

13 If Your Car is being driven by a person named against the Specified Driver Endorsement in the Schedule, You will have to pay the amount of the Specified Driver Excess if Your Car is lost or damaged whilst being driven by the Specified Driver.

B3 ACCESSORIES

1 If Accessories (as defined by this insurance) are damaged or stolen from Your Car, subject to the Excess We will repair or replace up to a maximum of £250 in total.

At our discretion, in some circumstances We may decide to settle the claim by making a monetary payment instead of repairing or replacing the Accessories.

- 2 Where We take the option of making a monetary payment instead of repairing or replacing the Accessories, We will reduce the settlement to take into account wear, tear and loss of value when We settle claims for Accessories.

B4 WINDSCREEN AND WINDOW COVER

If the Schedule includes windscreen and window cover, We will replace or repair damage to Your Car's windscreen or windows (excluding sunroofs and panoramic roofs). You will be responsible for the Windscreen Excess as specified in the Schedule. If Your windscreen is chipped and can be repaired rather than replaced an Excess will not be applicable.

At your request, We can sub-contract the repair work that We are to carry out to a repairer of Your choice, however a limit will be applicable, as stated in the Schedule.

Any claim relating to Your Car's windscreens or windows will not affect Your No Claims Discount.

B5 PERSONAL BELONGINGS

- 1 If You have comprehensive cover, We will cover loss of or damage to Your Personal Belongings caused by accident, fire, theft or attempted theft whilst they are in Your Car up to a maximum of £100 for any one incident.

- 2 If You have Third Party Fire and Theft cover, We will cover loss of or damage to Your Personal Belongings caused by fire, theft or attempted theft whilst they are in Your Car up to a maximum of £100 for any one incident.
- 3 Provided that no cover will be provided in respect of the theft of any property which is in an open or convertible car unless it is kept in a locked luggage compartment.
- 4 We are entitled to reduce settlement to take into account wear and tear when We settle claims.
- 5 Any claim for Your Personal Belongings is subject to the Excess.

What is not covered

See also Section 2 General Exclusions

Section B does not cover:

- 1 In respect of each and every claim, the applicable Excess(es) as shown in the Schedule including, or together with, any Inexperienced Driver Excess, any Specified Driver Excess, any Late Reporting Excess, any Windscreen Excess and any additional Excess due for requesting that We sub-contract the repair work that We are to provide to a sub-contractor of Your choice.
- 2 Except as provided by Sections B3 loss of or damage to any Accessories or any property other than Your Car. For the avoidance of doubt there is no cover for communication equipment, navigation systems, audio visual equipment, radio equipment.

- 3 Damage or loss to Your Car or spare parts or Accessories or Personal Belongings by theft, attempted theft or unauthorised use when:
 - 3.1 Your Car (including its boot and bonnet) is unlocked; or
 - 3.2 Your Car's windows, sun roof or convertible roof are left open; or
 - 3.3 The keys (or other form of Car entry device) have been left in Your Car; or
 - 3.4 There are no signs of forced or violent entry; or
 - 3.5 You have not taken other reasonable precautions to protect Your Car.
- 4 The costs for replacement locks, keys or electronic systems as a result of damage to or loss or theft of Your Car's keys.
- 5 Damage to Your Car's sunroof, panoramic roof panels, lights or reflectors whether glass or plastic.
- 6 Wear and tear, including rust and corrosion.
- 7 Loss or damage caused by driving Your Car through deep water or over rough terrain.
- 8 Repairs or replacements which improve Your Car or Accessories beyond their condition before the loss or damage occurred. If it is necessary to make improvements to Your Car or Accessories by repair or replacement, You will be required to make a contribution to the cost of repair or replacement (betterment).
- 9 Mechanical, electrical electronic computer or software breakdowns, failures, faults or breakages.
- 10 Loss of or damage to a Trailer or goods inside or attached to a Trailer.
- 11 Damage to tyres unless caused by an accident which is covered by this insurance.
- 12 Damage due to liquid freezing in Your Car's cooling system unless You have taken reasonable precautions and followed the maintenance instructions, as provided by Your Car manufacturer's instructions.
- 13 Damage or loss due to the use of the wrong fuel or lubricants.
- 14 Loss of value, whether or not that results from damage covered by this policy.
- 15 The cost of alternative transport (including hire Car costs) or compensation for You being unable to use Your Car or any consequential losses (including loss of profits or hire charges) incurred by You or anyone insured under this policy.
- 16 The extra cost of obtaining replacement parts which are not readily available in the UK. This includes increased repair and replacement part costs due to non-availability and / or waiting time and any additional storage costs.
- 17 Any amount more than the last known list price of any part or Accessory which is no longer available.

- 18 Loss or damage caused by a person who obtained Your Car by fraud or deception.
- 19 Loss of or damage to Your Car if, at the time of the incident, it was in the custody or control of a person with Your permission who is not covered by this policy.
- 20 Loss of or damage to Your Car as a result of it being taken or driven by a person who is not insured to drive it by this policy but is a member of Your family or household, or any other person known to You, unless You can prove they intended permanently to deprive You of Your Car.
- 21 Loss or damage to Your Car when it is being used for any criminal purpose except for minor driving offences.
- 22 Loss or damage to Your Car whilst the driver is under the influence of (a) alcohol, (b) illegal drugs or (c) prescription drugs (if instructed not to drive whilst taking them).
- 23 Anybody who can claim for the same loss under any other insurance policy.
- 24 Death of or injury to the driver or person in charge of Your Car.
- 25 Death of or injury to any passenger travelling in the course of their work (except as required by the Road Traffic Acts.)
- 26 Any claim arising as a result of an act of Terrorism or attempts to avoid Terrorism other than as required by the Road Traffic Acts.
- 27 Loss resulting from Your Car being repossessed and returning it to its rightful owner.
- 28 Loss or damage caused by any government, public or local authority confiscating or destroying Your Car.
- 29 Loss or damage to any Car You are driving or using which is not Your Car.
- 30 Loss or damage to Your Car whilst it is hired or let out or carrying passengers for reward unless this relates to car-sharing agreement which accords with Section F of this Policy.
- 31 Damage or loss to Your Car when Your Car is carrying or transporting goods for money unless:
 - 31.1 The Permitted User Section of Your Schedule allows Business Use and the carrying or transport of goods is included in the Permitted Use; and
 - 31.2 The reward is a mileage allowance permitted by Your contract of employment.

Claims by third parties

What is covered

C1 We will cover persons listed in Section C3 for legal liability caused by or arising out of the use of Your Car or any Trailer attached to, and / or being towed by Your Car:

- (a) Causing bodily injury or death to a third party (including a passenger); or
- (b) Damage to a third party's property up to a maximum of £20 million for each claim or series of claims arising from one accident or occurrence which is caused during the Period of Insurance.

C2 We will pay any emergency treatment fees as required by the Road Traffic Acts.

C3 We will cover the following people in respect of the cover provided in Sections C1 and C2:

- (a) You, when driving, travelling as a passenger in or getting into, or out of, Your Car.
- (b) Any person driving Your Car with Your permission who is named in the Schedule and insured by this policy.
- (c) Any passenger travelling in, or getting into or out of, Your Car.
- (d) Any person using (but not driving) Your Car with Your permission for social, domestic or pleasure purposes.

- (e) The legal personal representative(s) of any deceased person identified in Sections C3 (a) to (d).

Driving other cars

C4 If shown in Your Schedule or Certificate of Motor Insurance, the cover provided in Section C1 is extended to cover You whilst driving any other car but only if:

- (a) The other car is in Great Britain, Northern Ireland, the Republic of Ireland, Isle of Man or Channel Islands.
- (b) You have the owner's express permission to drive the other car.
- (c) You are aged 25 or over and have held a full driving licence for over 3 years.
- (d) You do not own, hire (under a hire purchase agreement) or lease the other car.
- (e) Your Car listed on the Schedule has not been sold or scrapped and is in a roadworthy condition that complies with all statutory regulations and car licensing authority regulations regarding its use, roadworthiness and condition.
- (f) The other car is insured in its own right elsewhere.
- (g) The other car is a car or MPV. Vans or any form of commercial vehicle is excluded from this cover.

Conditions Applicable to Section C

- 1** You must notify Us of any police interview, coroner's inquest, fatal accident enquiry or other court proceedings following an accident covered by Section C. We may decide to arrange legal representation. We are entitled to appoint solicitors of Our choice. 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. Further, We require 14 days notice from You or Your legal representatives intention to issue court proceedings on Your behalf in relation to a claim made against the other driver. Failure to provide notification could prejudice Our position, and should this result in Us incurring legal costs without Us considering the prospects of success or Our legal cost exposure, then We will seek recovery from You and / or Your legal representatives.
- 3** Where an all sections Excess or an Excess applicable to Section C is shown in the Schedule, insofar as 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 C, this Excess is payable to Insurers by You as a contribution to any settlement made by Us.

What is not covered

See also Section 2 General Exclusions

Section C 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 Your Car. But see Section B if You have Comprehensive or Third Party Fire and Theft Cover.
- 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. But see Section B5 if You have Comprehensive or Third Party Fire and Theft Cover.
- 5** Except as required by the Road Traffic Acts, loss, damage or liability to third parties which arises as a result of a passenger opening any door or aperture of Your Car.
- 6** Any person who is aware the driver of Your Car does not hold a valid licence to drive it for the purpose for which it is being used.
- 7** Liability for death or injury to the person driving or in charge of Your Car or to any person being carried in or on, getting into or off, a Trailer.
- 8** Liability in respect of any person killed or injured when travelling in Your Car in the course of their employment (except as required by Road Traffic Acts)

9 Except as required by the Road Traffic Acts, loss, damage or liability to third parties which arises when Your Car is being driven for reward, unless:

9.1 The Permitted User Section of Your Schedule allows Business Use; or

9.2 The reward is a mileage allowance permitted by Your contract of employment.

9.3 You have a car-sharing agreement which accords with Section F of this Policy.

10 Liability for death, injury or damage resulting from Your Car or machinery attached to it being used as a tool of trade.

11 In relation to Trailers, liability:

(a) For loss or damage caused by a Trailer which is being towed for profit.

(b) Where more than one Trailer is being towed at any one time.

(c) Where a Trailer is not properly secured to Your Car by towing equipment manufactured for the purpose.

(d) Where a Trailer is towed for reward.

(e) Where a Trailer is not attached to and / or being towed by Your Car when it causes damage.

12 Damage to any public or private highway caused by weight or spillage.

13 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.

14 Fines, penalties, punitive or exemplary damages.

Medical expenses

D1 We will pay medical expenses up to £100 for each occupant of Your Car 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.

D2 If You hold Comprehensive cover, We will pay 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.

D3 The maximum We will pay towards medical expenses for any one accident covered by this policy is £400.

Using your car abroad

E1 Provided that Your Car 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 Your Car 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 Your Car 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).

E2 If the compulsory insurance requirements of the country in which the incident occurs (being a country identified in Section E1 (a) or (b)) requires a higher minimum level of cover than is provided by Section C, We will provide the minimum level of cover required by that country.

E3 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 Your Car abroad; and
(b) An additional premium is paid.

E4 If the law of a foreign country covered by this insurance requires Us to pay a claim We would not otherwise be liable to pay, We may recover the amount of the claim from You or the person the claim was made against.

Car sharing

- F1** You will still be covered by this insurance if You receive payment for giving lifts to passengers so long as:-
- (a) Your Car is not constructed or adapted to carry more than 8 people and is not a motorcycle; and
 - (b) You do not make a profit from the payments received; and
 - (c) The passengers are not being carried in the course of a business of carrying passengers.

Business use

- G1** If the Permitted Use Section of Your Schedule allows Business Use, the Sections of this Policy which apply to Your insurance will automatically apply equally when Your Car is being used for the Business Use specified in the Permitted User Section of the Schedule.
- G2** Please see the Table on Page 4 for which Sections of this Policy apply to the type of cover You hold.

Courtesy car cover

- H1** In the event that Your Car is rendered a total loss, or is stolen and not recovered and the incident occurs within the Territorial Limits, We will provide You with a Courtesy Car for Your use for a maximum period of seven days only. If in the event that Your Car can be repaired following an accident We will provide You with a Courtesy Car for the duration of repairs only when We are repairing Your Car without involving a sub-contractor that You request that We engage with. Where You request that We sub-contract the repair work that We are to carry out, We will not provide You with a Courtesy Car.
- H2** If Your Car is stolen, or is a total loss from an accident or fire We will provide a Courtesy Car for up to seven days in any one policy year.
- H3** You must be over 21 and not over 68 years of age to use a Courtesy Car.
- H4** 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.
- H5** Once We have accepted Your claim, the Courtesy Car will be delivered to You within the Territorial Limits.
- H6** We will provide You with the Courtesy Car within one working day of the claim being reported to Us.

H7 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.

H8 We will not provide a Courtesy Car:

- (a) If We are not repairing Your Car or You request that We sub-contract Our repair service that We are to provide to a contractor selected by You;
- (b) For any drivers under 21 years of age and drivers over 68 years of age;
- (c) For use outside the Territorial Limits;
- (d) For any claim not reported to Us within 24 hours of the incident occurring;
- (e) If You have use of a Courtesy Car via another policy;
- (f) For more than one incident in any one policy year;
- (g) If You have not made a claim under Your motor insurance policy for the incident giving rise to the claim;
- (h) For any event that occurred prior to this policy commencing or after the policy has expired;
- (i) If the event giving rise to a claim that is an intentional or criminal or fraudulent act or omission.
- (j) If no courtesy vehicle cover is selected.

H9 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.

Legal solutions

Legal advice is open 24/7, 365 days a year, on personal legal matters within EU law.

UK tax advice on personal tax matters is available 9am to 5pm weekdays.

Tel: 0344 581 7977

Legal solutions is administered by Us on behalf of ARAG plc who are under a binding authority agreement with the Legal Solutions Insurer Brit Syndicate 2987 at Lloyd's. The Legal Solutions Insurer's liability is several and they are liable for their proportion of liability in respect of this section only and have no liability for any other insurers proportion or in respect of any other section of this policy.

What is covered

- I1** This section of the policy will help You if an event which is another party's fault which:
- (a) Damages Your Car and / or personal property in or on it; and / or
 - (b) Injures or kills You whilst in or on Your Car.
- I2** The Legal Solutions Insurer will pay Your Legal Costs & Expenses up to £100,000 (for all claims arising from or relating to the same original cause including the cost of appeals) provided that:
- (a) You have paid the insurance premium;

- (b) You keep to the terms of this policy and fully cooperate with the Legal Solutions Administrator;
- (c) The accident happens in the Territorial Limits;
- (d) The claim always has Reasonable Prospects of Success;
- (e) The claim is reported during the Period of Insurance and as soon as possible after the accident;
- (f) Unless there is a conflict of interest You always agree to use the Appointed Advisor chosen by the Legal Solutions Administrator in any claim to be heard by the Small Claims Court, and / or before proceedings need to be issued;
- (g) The claim falls under the jurisdiction of a court or the Motor Insurers' Bureau and in the Territorial Limits;
- (h) You enter into a Conditional Fee Agreement (unless the Appointed Advisor has entered into a Collective Conditional Fee Agreement) where legally permitted.

What is not covered

See also Section 2 General Exclusions

Section I does not cover:

- I3** The Legal Solutions Insurer will not cover any claim arising from or relating to:

- (a) Legal Costs & Expenses incurred before the Legal Solutions Administrator accept a claim or without the Legal Solutions Administrator's written agreement;
- (b) A contract;
- (c) Defending any claim other than appeals against You;
- (d) An accident that happens before the start of this section of the policy;
- (e) Fines, penalties or compensation awarded against You;
- (f) A dispute with the Legal Solutions Administrator or the Legal Solutions Insurer not dealt with under the Complaints section of this policy;
- (g) A group litigation order.

14 Where the Legal Solutions Insurer's risk is affected by Your failure to keep to any policy condition, the Legal Solutions Insurer may cancel this section of Your policy, refuse a claim or withdraw from an ongoing claim. The Legal Solutions Insurer also reserves the right to claim back Legal Costs & Expenses from You if this happens.

Conditions Applicable to Section I **Your responsibilities**

- 15** At all times You must:
- (a) Tell the Legal Solutions Administrator immediately of anything that may make it more costly or difficult for the Appointed Advisor to claim back losses;
 - (b) Cooperate fully with the Legal Solutions Administrator, give the Appointed Advisor any instructions the Legal Solutions Administrator require, keep them updated with progress of the claim and not hinder them;
 - (c) Take reasonable steps to claim back Legal Costs & Expenses and, where recovered, pay them to the Legal Solutions Insurer;
 - (d) Keep Legal Costs & Expenses as low as possible;

Freedom to choose an Appointed Advisor

16 In certain circumstances as set out in 16 (a) below You may choose an Appointed Advisor. In all other cases no such right exists and the Legal Solutions Administrator shall choose the Appointed Advisor:

- (a) If the Legal Solutions Administrator agrees to start proceedings or there is a conflict of interest, You may choose a suitably qualified Appointed Advisor. Unless there is a conflict of interest, this right does not apply where Your claim is to be dealt with by the Small Claims Court, and the Legal Solutions Administrator shall choose the Appointed Advisor;
- (b) Where You wish to exercise Your right to choose, You should write to the Legal Solutions Administrator with Your preferred representative's contact details;
- (c) If You dismiss the Appointed Advisor without good reason, or withdraw from the claim without the Legal Solutions Administrator's written agreement, or if the Appointed Advisor refuses to continue acting for You with good reason, the cover will end immediately. The Legal Solutions Administrator reserves the right to appoint another appointed representative in accordance with 16 (a) and (b) above.

17 You must agree to the Legal Solutions Administrator having sight of the Appointed Advisor's file relating to Your claim. You are considered to have provided consent to the Legal Solutions Administrator or their appointed agent to have sight of Your file for auditing and quality control purposes.

Settlement

18 The Legal Solutions Insurer can settle the claim by paying the reasonable value of Your claim.

- (a) You must not negotiate, settle the claim or agree to pay any Legal Costs & Expenses incurred without the Legal Solution Administrator's agreement.
- (b) If You refuse to settle the claim following advice to do so from the Appointed Advisor the Legal Solutions Insurer may refuse to pay further Legal Costs & Expenses.

Barrister's opinion

19 The Legal Solutions Administrator may require You to obtain and pay for an opinion from a barrister regarding the merits or value of the claim. If the opinion supports You, then the Legal Solutions Insurer will pay for the opinion. If that opinion conflicts with advice obtained by the Legal Solutions Administrator, then the Legal Solutions Insurer will pay for a final opinion which shall be binding on You and the Legal Solutions Administrator. This does not affect Your right under **complaints**.

Section 1: General conditions

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

- 1 Cancel Your policy
- 2 Refuse to deal with Your claim
- 3 Reduce the amount of any settlement under the 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 Your Car have taken all reasonable steps to prevent loss of or damage to it.
- 1.3 You maintain Your Car in an efficient and roadworthy condition and comply with all statutory regulations and Car licensing authority regulations regarding its use, roadworthiness and condition (e.g. You must hold a valid MOT certificate and Your Car must have legally correct tyres, lights, brakes etc).
- 1.4 The information given in the proposal form and declaration and at each renewal is, as far as You know, correct and complete.
- 1.5 The information provided when making any claim under the policy is true to the best of Your knowledge.

- 1.6 You notify Us **as soon as possible** of any changes to the information provided in the Proposal Form and Declaration and at each Renewal. If you have a short term policy, changes and / or additions are not available once the policy has been taken out. Examples of material changes include:
 - 1.6.1 A change of Car (including extra vehicles). Your policy will be cancelled if You change Your Car more than 4 times throughout the duration of the policy year/term.
 - 1.6.2 All changes You make to Your Car if they make it different from the manufacturer's standard specifications (even if the changes are purely cosmetic).
 - 1.6.3 A change of Your address or job.
 - 1.6.4 A change in the purpose for which Your Car is used.
 - 1.6.5 A change in the person who drives Your Car most frequently.
 - 1.6.6 Passing Your driving test if a provisional driving licence was held at inception of the insurance.
 - 1.6.7 Changes to the Endorsements required.

- 1.6.8 Motoring convictions (other than parking).
- 1.6.9 Details of illnesses which may affect Your ability (or the ability of anybody insured to drive Your Car) to drive. These include diabetes, epilepsy or a heart condition.
- 1.7 You allow Us to examine Your Car at any reasonable time, if requested.
- 1.8 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.

2 Claims notification and co-operation

- 2.1 You must report any claim, accident or loss to Us regardless of fault **within 24 hours** and assist with Our enquiries at all times.
- 2.2 You must report any theft, attempted theft or malicious damage relating to Your Car or other property to the police and obtain a crime reference number.
- 2.3 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:
 - 2.3.1 Your contact details and details of anybody else in Your Car at the time of the incident.
 - 2.3.2 Details of convictions and outstanding penalty points.
 - 2.3.3 Your policy number.
 - 2.3.4 Information about Your Car and details of the incident.
 - 2.3.5 Details of any witnesses.
 - 2.3.6 Details of other parties involved in any accident, any injuries suffered by them and damage to their vehicle.
- 2.4 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 policy Schedule.
- 2.5 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.
- 2.6 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, 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.

- 2.7 You must telephone Us **immediately** if:
- 2.7.1 You receive any letter or other documents about the incident.
 - 2.7.2 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.
 - 2.7.3 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.
- 2.8 You must not answer any letters or proceedings without Our written permission.
- 2.9 Under no circumstances should You instruct Your own solicitor as the Legal Solutions Administrator will not pay the costs incurred without their agreement.
- 2.10 You must ensure no contact is made with anyone else regarding claiming back Your losses or compensation for personal injury.
- 2.11 If We have to settle 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.

- 2.12 Where We or another repairer carry out work on Your car, 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.
- 2.13 If Your car is to be repaired and You request that We sub-contract Our repair work to a sub-contractor of Your choice, then an additional Excess will apply; this Excess will be shown in Your Schedule. This Excess will apply in addition to any other Excess(es) under the policy.

3 Conduct of claims/subrogation

- 3.1 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.
- 3.2 We are entitled to instruct solicitors of Our choice to act for You in any civil or criminal claim. We will have full control over any legal proceedings brought against a third party.

- 3.3 If the Legal Solutions Administrator believes the accident is not Your fault, the Legal Solutions Administrator will arrange for:
- 3.3.1 A legal expert to contact You who will help claim back Your losses and obtain compensation for any injuries.
 - 3.3.2 You to be contacted to assess Your need and suitability for a replacement vehicle.
- 3.4 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.
- 3.5 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.
- 3.6 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.
- 3.7 The Market Value of Your Car will not be decided by a barrister but by reference to the Glass's Guide midbook value. Vehicle condition, mileage and use will also be taken into consideration when assessing the value of Your Car. 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.
- 3.8 You will fully assist Us at all times as is necessary in the conduct of the claim in order for Us to recover all costs from the liable party.
 - 3.9 You must not answer any letters or proceedings without Our written permission.
 - 3.10 If We incur additional costs under this insurance because of Your delay in providing Us with information or otherwise co-operating with Our reasonable enquiries, We reserve the right to recover the additional amount from You, or at our option, to discontinue with the management of the claim.
 - 3.11 You will be held responsible for delays caused by any other person insured by this policy.
 - 3.12 If any benefit is received directly by You in respect of any cost incurred by Us then You shall inform Us and remit such benefits directly and immediately to Us.
 - 3.13 Where We agree to handle your case as a Non Fault Accident We will repair or replace Your vehicle and We will handle all aspects of the claim on Your behalf.

4 Our Right of Recovery

- 4.1 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.
- 4.2 If, under the law of any country this policy covers You in, We must settle a claim which We would not otherwise pay, We may recover any claim payment from You or from the person who the claim was made against.
- 4.3 If material facts are discovered which, in Our opinion, do not concur with the initial findings that You were not at fault entirely in the accident then We reserve the right to withdraw from the management of such claim and seek immediate recovery of Our costs from You.

5 Fraud

- 5.1 If You or anybody insured by this policy makes a claim knowing it to be fraudulent, false or exaggerated, this insurance will be void and all claims will be forfeited. 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.
- 5.2 In the event of fraud, We will not refund Your Premium

6 Other insurance

- 6.1 Where a claim under this insurance is also covered by another insurance policy, We will only settle Our share of the claim.
- 6.2 If a person other than You is driving Your Car and is covered by other insurance for claims by third parties, no settlement for those claims will be made under this policy.
- 6.3 If You have separate insurance cover for losses which are not insured by this policy, You must tell Us about any settlements You receive which are connected with any claim under this policy. You must also tell Us about any claim Your other insurers bring for recovery of sums paid by them.

7 Contracts (Rights of Third Parties) Act 1999

- 7.1 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.

8 Cancelling Your policy, if You cancel:

- 8.1 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.**

- 8.2 If You have a short-term policy there will be no return premium. The rest of this Section 8 will not apply.
- 8.3 If You cancel this insurance in the **“Cooling-Off”** Period:

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.

- (a) We will refund You part of the premium to You or Your Agent unless a claim has been made under this policy (as to which see General Condition 8.4.5). Please note We are obliged to charge You for the period You were on cover unless You can provide Us with proof of alternative cover with another insurer.
 - (b) You will not have been insured by Us from the date You took out the policy.
- 8.4 If You cancel this policy after the **“Cooling-Off”** Period, We will calculate a charge for the period that this policy has been in force on the following basis:
- 8.4.1 If the insurance was arranged for less than 12 months, We will keep the whole premium.
 - 8.4.2 Otherwise, except as outlined in sections 8.4.5 and 8.4.6, We will refund the premium according to the number of whole months remaining from the date We are in possession of Your Certificate of Motor Insurance for Your Car until the end of the Period of Insurance.
 - 8.4.3 The refund will be calculated by reference to this table:

- 8.4.4 If You have an Agent, We will refund any premium to Your Agent.
 - 8.4.5 If at the time You cancel this insurance You or a third party has 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.
 - 8.4.6 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 8.4.3. If settled as a fault claim and We have incurred costs as a result then no refund of premium will be given.
- 8.6 We will refund the part of Your Premium which applies to the remaining Period of Insurance by reference to the table at 8.4.3.
 - 8.7 If You have an Agent, any refund will be sent to Your Agent.
 - 8.8 In relation to the Legal Solutions Section of this policy:
 - 8.8.1 You may cancel the policy within 14 days of the date of its purchase with a full refund of premium paid provided a claim has not been accepted; or
 - 8.8.2 You may cancel the policy at any other time by giving the Legal Solutions Administrator at least 21 days' written notice and the Legal Solutions Insurer will refund part of the premium for the unexpired period unless a claim has been or is later accepted by the Legal Solutions Administrator in which case no return of premium shall be allowed.

If We decide to cancel

- 8.5 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

8.9 Where there is a valid reason for doing so, the Legal Solutions Insurer has the right to cancel this section of the policy at any time by giving at least 21 days' written notice to You. The Legal Solutions Insurer will refund part of the premium for the unexpired term. The Legal Solutions Administrator will set out the reason for cancellation in writing. Valid reasons may include but are not limited to:

- (a) Where the party claiming under this policy fails to co-operate with or provide information to the Legal Solutions Administrator or the Appointed Advisor in a way that materially affects the Legal Solutions Administrator's ability to process a claim, or the Legal Solutions Administrator's ability to defend the Legal Solutions Insurer's interests;
- (b) Where You use threatening or abusive behaviour or language, or intimidation or bullying of the Legal Solutions Administrator's staff or suppliers;
- (c) Where the Legal Solutions Administrator reasonably suspect fraud.

9 Assignment

9.1 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.

Section 2: General exclusions

These exclusions apply to the whole of Your policy:

- 1 Your insurance does not cover any loss, damage or liability arising when Your Car 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:
 - (a) That person is a member of the motor trade who is servicing or repairing Your Car.
 - (b) Your Car was stolen or taken without Your permission.
 - 1.2 Driven by anyone (including You) who You know is disqualified from driving, or does not hold a licence to drive Your Car, or is prevented by law from holding a licence; or
 - 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 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 Use 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 or goods 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 Your Car at a motor racing track or at an off-road 4x4 event.
 - 5.2 You use Your Car for racing, rallies, speed trial or endurance tests.
 - 5.3 You exceed the seating capacity of Your Car.
 - 5.4 Your Car is used for Hire Reward or Trade delivery.
- 6 Unless the Permitted Use Section of the Schedule provides for Business Use, and except as required by the Road Traffic Acts, We will not cover any loss or damage if You or anybody insured by this policy uses Your Car to travel:

- 6.1 For work purposes if that work involves driving.
 - 6.2 To and from work or a place of study if that involves driving for more than a monthly average of 4 hours a day.
- 7** Unless You have Business Use cover and except as required by the Road Traffic Acts, We will not settle any claim by a third party if You use Your Car for the purposes outlined at 6.1 and 6.2 above.
- 8** Where a person is identified in the Endorsements section of the Schedule as a Supervised Driver, except as required by the Road Traffic Acts We will not insure that driver or Your Car whilst being driven by that driver unless they are accompanied at all times by at least one of the following:-
- 8.1 You; or
 - 8.2 A parent of the driver who is also a qualified driver; or
 - 8.3 A qualified driving instructor or examiner.

This Section applies unless and until You receive an amended Schedule. So, for example, where a learner driver passes his or her driving test, they will not be entitled to drive unsupervised until You have an amended Schedule issued by Us.

Please note there may be an additional premium to pay if We agree to remove a Supervised Driver Endorsement and allow a previously Supervised Driver to drive Your Car unsupervised.

Please also note We may charge You an administration fee for making any changes to Your policy.

- 9** We will not provide repair services or cover for loss, damage or injury caused (directly or indirectly) by war, invasion, act of foreign enemy, hostilities (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 cover 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 E).
- 10** 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 nuclear fuel, the radioactive, toxic, explosive or other dangerous property of any explosive nuclear assembly or nuclear part of that assembly, pressure waves caused by aircraft and other flying objects.
- 11** We will not provide cover for any proceedings or judgment against You in any court outside the United Kingdom, unless they arise out of Your Car being used in a foreign country which We have agreed to extend this insurance to cover.
- 12** 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:-

- 12.1 If We consider that the driver of Your Car 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.
- 13** 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.
- 14** 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.
- 15** Where We have agreed to handle Your claim as a Non Fault Accident we will not provide cover for loss or damage if it transpires that you are deemed at fault in any part for the incident.
- 16** Where We have agreed to handle Your claim as a Non Fault Accident We will not provide cover for loss or damage if the liable party for the incident cannot be traced.
- 17** We will not provide cover for loss or damage if any person insured by this policy does not keep to the terms, exclusions and conditions of this policy.
- 18** We will not provide cover for loss or damage if liability is covered by any other insurance policy.
- 19** We will not provide cover for loss or damage if the third party does not hold valid and current insurance.

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.

LEGAL SOLUTIONS ADMINISTRATOR

ARAG plc Registered in England number 02585818. Registered address: 9 Whiteladies Road, Clifton, Bristol BS8 1NN. ARAG is authorised and regulated by the Financial Conduct Authority firm registration number 452369.

LEGAL SOLUTIONS INSURER

Brit Syndicates Limited, the managing agent for Brit Syndicate 2987 at Lloyd's, is authorised by the Prudential Regulation Authority and regulated by the Financial

Conduct Authority and Prudential Regulation Authority. ARAG plc and Brit Syndicate 2987 at Lloyd's are covered by the Financial Ombudsman Service.

FINANCIAL SERVICES COMPENSATION SCHEME

If We, the Legal Solutions Insurer or the Legal Solutions Administrator 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.
- V 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.

COMPLAINTS

We and the Legal Solutions Administrator are committed to providing You with a first class service but recognise that there may be an occasion when You feel We may not have done this and You wish to make a complaint. We and the Legal Solutions Administrator 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 regarding Your private car policy please contact Our Customer Relations Team at:

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

If You want to make a complaint regarding the Legal Solutions Section of Your policy please contact the Legal Solutions Administrator by calling **01179 171561** or email **customerrelations@arag.co.uk**. If You want to make a complaint in writing please send it to:

Customer Relations
ARAG plc
9 Whiteladies Road
Clifton, Bristol
BS8 1NN
United Kingdom

Both We and the Legal Solutions Administrator will try to resolve Your complaint on receipt but if this is not possible then We or the Legal Solutions Administrator will send You a written acknowledgement after Your complaint is received. This will tell You the name of the person handling Your

complaint and enclose the complaints procedure leaflet. We or the Legal Solutions Administrator will write to You to confirm Our resolution of Your complaint. Should you remain dissatisfied with the way Your complaint is handled under the Legal Solutions Section you may be entitled to pursue your complaint further with Lloyd's. They can be reached at:

Lloyd's
One Lime Street
London
EC3M 7HA
Tel: 020 7327 1000

Email: complaints@lloyds.com

If We or the Legal Solutions Administrator 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 and the Legal Solutions Administrator, but You are free to reject it without affecting Your legal rights.

PREMIUM PAYMENTS FOR ANNUAL POLICIES

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

- 1 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.
- 2 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.
- 3 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.
- 4 The cancellation letter will be sent and will notify You that We will not insure Your Car or anybody using Your Car 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

- 5 If Your Car is deemed by Us to be Beyond Economic Repair before You have paid all monthly instalments, the outstanding premium will be deducted from any settlement to Your Car's owner under this insurance.
- 6 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 REMINDERS

IF YOU ARE INVOLVED IN AN ACCIDENT YOU SHOULD:

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 1.4

HAVEN
INSURANCE

www.haven.gi

HAVEN INSURANCE COMPANY LTD.

Registered office:

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

Registered number: 85914