



Courtesy Van - Policy Wording

Important:

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

What this policy is for:

Provided you have paid your Haven Insurance Commercial Vehicle premium, this policy provides courtesy van hire cover for the duration of repairs when using a Haven recommended repairer, subject to the policy terms and conditions. If your commercial vehicle is stolen, or is a total loss from an accident or fire we will provide a courtesy van for up to 10 days in any one policy year.

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

Who is eligible for cover under this policy?

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

To take cover out under this policy, you must:

1. Be living lawfully in the UK; and
2. Be over 21 and not over 68 years of age; and
3. Be self-employed and use your commercial vehicle for own goods only; and
4. Have a commercial vehicle that weighs less than 7.5 tonne; and
5. Have your vehicle insured by a valid and in force Haven Insurance Commercial Vehicle policy.

Customer Information

The right to cancel

You may cancel this policy by contacting us on 01704 270027. As this courtesy van policy is a compulsory additional benefit of the Haven Insurance Commercial Van policy there are no premium refunds if you cancel.

If you have any queries regarding the cover, please contact us on 01704 270027 so that we can answer any questions you may have.

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

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

Section A – Meaning of Words

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

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

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

“Courtesy Van” means the vehicle supplied by us to you. The vehicle supplied will be up to a group PV2 vehicle such as a Vauxhall Vivaro SWB, as defined by the Association of British Insurers GTA;

“Insured Vehicle” means the commercial motor vehicle that weighs less than 7.5 tonne as shown in your policy schedule;

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

“We, us, our” means Haven Insurance Company Limited (‘Haven Insurance’);

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

Section B – Guide to the Policy

1) Who are the insurers?

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

2) Who are the administrators?

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

3) Who is insured?

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

4) When does the insurance cover start?

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

5) When does the insurance cover end?

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

- a) 30 days after a termination notice from us; or
- b) the date that you cancel the policy; or
- c) the date we settle a claim under the policy; or
- d) the date the insured vehicle is recovered; or
- e) the end date as noted on the policy schedule.

6) What does this policy provide cover for?

This policy provides courtesy van hire cover for the duration of repairs when using a Haven Insurance recommended repairer, subject to the policy terms and conditions. If your commercial vehicle is stolen, or is a total loss from an accident or fire we will provide a courtesy van for up to 10 days in any one policy year.

7) What vehicle will be provided as a courtesy van?

We will provide up to a PV2 category vehicle as defined by the Association of British Insurers GTA for use as a courtesy van. Examples of vehicles in this category include a Vauxhall Vivaro SWB, Ford Transit SWB. If you require a larger courtesy van then you will have to pay an additional payment to cover this cost and is subject to availability.

Section C – Cover Provided

1) What will we pay if your vehicle is involved in an accident or stolen?

- a) In the event the insured vehicle is rendered a total loss, or is stolen and not recovered and the incident occurs within the policy territorial limits, we will provide you with a courtesy van for your use for a maximum period of 10 days only. If in the event that the insured vehicle can be repaired following an accident we will provide you with a courtesy van for the duration of repairs only when using a Haven Insurance recommended repairer.
- b) Once we have accepted your claim, the courtesy van will be delivered to you within the territorial limits.
- c) We will provide you with the courtesy van within one working day of the claim being reported to us.
- d) You must abide by the Road Traffic Act(s), and any other Act, laws or regulations which govern the driving or use of any motor vehicle in the territorial limits while using the courtesy van.

2) What is not covered?

We will not provide a courtesy van:

- a) If you do not use a Haven recommended repairer;
- b) For any drivers under 21 years of age and drivers over 68 years of age;
- c) If the insured vehicle is used for racing, rallies or motor trade;
- d) For use outside the territorial limits;
- e) For any claim not reported to us within 24 hours of the incident occurring;
- f) If you have use of a courtesy van via another policy;
- g) For more than one incident in any one policy year;
- h) If the insured vehicle is not covered by a Haven Insurance Commercial Vehicle policy;
- i) If you have not made a claim under your motor insurance policy for the incident giving rise to the claim;

- j) For any event that occurred prior to this policy commencing or after the policy has expired;
- k) If the event giving rise to a claim under your Haven Insurance Commercial Vehicle policy that is an intentional or criminal or fraudulent act or omission;
- l) If your insured vehicle weighs more than 7.5 tonne;
- m) If you are not self-employed;
- n) If you do not use your vehicle for own goods only.

We will not pay any costs:

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

We will not provide a courtesy van for:

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

Section D – Claims Procedure

1) How do I make a claim under this policy?

It is a condition of your Haven Insurance Commercial Vehicle policy that after any loss, damage or accident full details of the incident are reported **within 24 hours** to our claims representatives Prospect Legal Ltd by calling them on 01959 830020. When you report the incident Prospect Legal will provide you with a courtesy van claim form.

It is a condition of your policy that any increased costs resulting from your delay in reporting any incident to us will be your responsibility. We will not be able to approve any claim until you provide us with all the documentation we require.

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

Section E – Cancellation

You may cancel this policy at any time by contacting Acorn Insurance on 01704 270027. As this courtesy van policy is a compulsory additional benefit of the Haven Insurance Commercial Vehicle policy there are no premium refunds if you cancel.

We may cancel this policy by giving you 30 days' notice at your last known address.

Section F – Important Information

1) Fraudulent Claims or Misleading Information:

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

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

2) Payment of a claim:

- a) No claim will be payable in the event the Haven Insurance Commercial Vehicle policy premium due remains outstanding.
- b) In the event that you do not require the courtesy van for the full period of 10 days, this will still be regarded as one event. For the avoidance of doubt, no courtesy van will be provided for another event until the next policy year, and subject to the renewal premium being paid.

3) Legal Information:

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

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

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

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

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

4) Financial Services Compensation Scheme:

We are covered by the Financial Services Compensation Scheme ('the Scheme'). You may be entitled to compensation from the Scheme if we cannot meet our obligations. Further information about the Scheme and the compensation arrangements can be obtained by contacting the Scheme in writing at 7th Floor, Lloyds Chambers, Portsoken Street, London E1 8BN, or by calling 0207 741 4100 or on their website at www.fscs.org.uk.

5) Data Protection Act 1998:

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

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

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

6) Anti-Fraud and Theft Registers:

We may pass information to various anti-fraud and theft registers. The aim is to help insurers check the information provided and to prevent fraudulent claims. When your request for insurance is considered, these registers may be searched. When you tell us about an event, the information relating to the event may be passed on to the registers. It is a condition of this policy that you inform us about an event, whether or not it gives rise to a claim.

7) Material Information

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

Section G – Customer Service Information

1) How do you make an enquiry or complaint?

Haven Insurance aims to provide a high level of customer service and to pay claims fairly and promptly. If you have an enquiry or complaint regarding this insurance, you should first contact Acorn Insurance at Daniel House, 36 Chapel Lane, Formby, Liverpool, L37 4DU or by calling 01704 270027 (all calls are recorded for training, compliance and claims purposes).

Please quote the policy or claim number in all correspondence.

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

Please quote the policy or claim number in all correspondence.

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

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

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