HAVEN INSURANCE

PRIVATE CAR PLUS

INSURANCE POLICY

Your policy explained

Version 2.6

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WHAT TO DO IN THE EVENT OF AN ACCIDENT

IF YOU ARE INVOLVED IN AN ACCIDENT YOU SHOULD:

1. Get into a safe position, away from other traffic before you start exchanging details.
2. Never admit liability at the scene of the accident.
3. Take note of the names, addresses and phone numbers of everyone involved in the accident.
4. Take note of the registration numbers, makes and models of any vehicles involved.
5. If safe to do so take pictures of the vehicles, the registration numbers of the vehicles, damage caused as a result of the accident and any passengers.
6. If safe to do so also try to take pictures of the accident scene and anything else you feel may assist us in the handling of a claim.
7. Take note of the names, contact details and addresses of any witnesses present.
8. Notify the police at the scene of the accident if any party is injured.

Any accident/incident which may give rise to a claim on this policy must be reported to us within 24 hours of occurring on: 0345 092 0700 OR by texting "CLAIM" to 83118

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	All sections, with the following exceptions: 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. G will only apply if the limitations to use Section of Your Certificate allows Business Use. O and P will only apply if You have selected the Telematics option.
Third party, fire and theft	A, B1 B3 and B5 apply but only for loss or damage caused by fire, lightning, explosion, theft or attempted theft. C1, C2, C3 C4 will only apply if You have driving other cars cover. See the Endorsements section of Your policy Schedule. D1 applies only to medical expenses of third parties, not the person driving Your Car. D3, E, F G will only apply if the limitations to use Section of Your Certificate allows Business Use. H, I, J, K, L, M and N. O and P will only apply if You have selected the Telematics option.
Third party only	A, C1, C2 and C3 D1 applies only to medical expenses of third parties. D3, E, F G will only apply if the limitations to use Section of Your Certificate allows Business Use. H, I, J, K, L, M and N. O and P will only apply if You have selected the Telematics option.

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.

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.

Section A - 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 Preferred Law Firm, solicitor or other suitably qualified person approved by Us to represent You under Section I - Motor legal protection of this policy.

Appointed Claims Handlers
The claims handling companies engaged by Us to manage Your claims, including Haven Claims (Haven Claims is a trading name of Prospect Legal Limited) and Acorn Insurance and Financial Services Limited.

Beyond Economic Repair
Your Car will be considered to be Beyond Economic Repair if We conclude that the extent of any damage to Your Car makes it uneconomical or unsafe to repair.

Business Use
Use of Your Car for work purposes where that work involves driving. Work purposes include 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 limitations to use Section of Your Certificate of Motor Insurance for details of the Business Use permitted by Your policy.

Certificate of Motor Insurance
The document shows the car insured, who is eligible to drive the insured car, what the car may be used for and the Period of Insurance covered.

Conditional Fee Agreement
A type of agreement between You and the Appointed Advisor which governs how the Appointed Advisor will charge You for their own services.

"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 with a duration of 31 days or less.

Courtesy Car
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.

Data Protection Legislation
Means (i) unless and until the General Data Protection Regulation ("GDPR") is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.

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 or Windscreen Excess.

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 L – Claims notification and co-operation but We agree to provide cover in any event.

Legal Costs & Expenses
Reasonable Legal Costs, fees, and disbursements reasonably and proportionally incurred by the Appointed Advisor agreed in advance by Us. Legal costs, fees, and disbursements will be assessed on the Standard Basis or in accordance with any applicable fixed recoverable costs scheme. The definition of Standard Basis can be found within the Court's Civil Procedure Rules Part 44.
The fees incurred by Your opponent which You are ordered to pay by a court or any other fees We agree to in writing.

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 £250 (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 other various 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.

No Claims Discount
The amount by which Your premium is reduced to reflect the lack of claims recorded in Your claims history.

Non Fault Accident
Any accident or incident where We have decided that liability rests entirely with an identifiable third party with valid motor insurance cover at the time of the accident or incident.

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, and
6. Any item carried inside a Trailer.

Preferred Law Firm
The law firm chosen by Us to provide legal services.

Reasonable Prospects of Success
This means that there is a 51% or more chance that:
1. Your claim or appeal will be successful, and
2. Any judgement being sought by You will be capable of being enforced effectively. This means that the prospects of recovering monies due to You , whether under a judgement or any other form of agreement to pay, are 51% or above.

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 and Wales that hears a claim falling within the scope of the Small Claims Track in the County Court, as defined by the applicable Rule of the Civil Procedures 1999, which is in operation at the material time; 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.

Split Liability
Where liability for an incident is shared between 2 or more parties in the event of a claim, resulting in proportionate settlement being made by each party.

Supervised Driver
A driver identified in the Schedule as a Supervised Driver.

Terms of Appointment
A separate contract which We will require the Appointed Advisor to enter into with Us if the Appointed Advisor is not a Preferred Law Firm. The contract sets out the amounts We will pay the Appointed Advisor under Your policy and their obligation to report to Us throughout the claim.

Telematics Tracking Device
Electronic equipment and its accessories which records and transmits vehicle usage data to Us and is fitted into Your Car by Us or Our authorised representatives.

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 Section I - Motor legal protection, the United Kingdom, Channel Islands and the Isle of Man.

Terrorism
Any act deemed by the United Kingdom government to be an act of terrorism following the interpretation set out in part 1 of the Terrorism Act 2000.

Trailer
A Trailer designed for the purpose of being towed by a Car, including 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 Section I - Motor legal protection of this policy it also includes any driver or passenger in or on Your Car with Your permission.

Young or Inexperienced Driver
A driver below 25 years of age or who has held a licence for less than 12 months.

Young or Inexperienced Driver Excess
The amount payable under Section B – Loss or damage to Your Car 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 a Young or Inexperienced Driver covered under Your policy but not identified as the policyholder in the Schedule.

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.

Section B - 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:
    a) Repair the damage to Your Car; or
    b) Settle the claim by monetary payment; or
    c) Provide You with a replacement 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.
4. 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).
5. If Your Car cannot be driven as a result of damage insured by this insurance, We will arrange to move Your 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.
6. At Your request, We can sub-contract the repair work that We are to carry out to a repairer of Your choice, but this may lead to delays in arranging the repairs. We do not provide a Courtesy Car 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 Car is shown in Your Schedule.

7. If We consider Your Car is Beyond Economical Repair as a result of an incident covered by this insurance, subject to Clause 9 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).
8. If Your Car is stolen and not recovered, subject to Clause 9 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).
9. If You have bought Your Car under a finance, hire purchase or leasing agreement or Your Car is wholly or partly electronically powered and the batteries are leased 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.
10. 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 send Us the car Registration Document and any current test certificate.
    b) Your Car will become Our property.
    c) 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 Discount (annual policies only)

11. The maximum No Claims Discount We accept is 5 years. If, during the period of one policy year, one claim is assessed as a being a fault or Split Liability claim, Your No Claims Discount will be reduced as shown in the below table. You will not earn any No Claims Discount for the policy year in which the claim occurs.
    If You have protected Your No Claims Discount, Your No Claims Discount will not be affected as long as no more than 1 claim is assessed as fault or Split Liability within the period of one policy year. You will not earn any No Claims Discounts for that same year.

In the event that any further fault or Split Liability claims arise within the same policy year, Your No Claims Discount will be reduced as shown in the below table for each subsequent fault or Split Liability claim:

NCD	NCD after each fault or Split Liability claim
0yr	0yr
1yr	0yr
2yrs	0yr
3yrs	1yr
4yrs	2yrs
5yrs	3yrs

We reserve the right to withhold Your No Claims Discount proof where there is an outstanding payment due.

Your Excess

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

Young or Inexperienced Driver Excess

13. Unless the loss or damage is caused by fire or theft, You will also be required to pay the Young or 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 policyholder in the Schedule and who is a Young or Inexperienced Driver.

Specified Driver Excess

14. If Your Car is being driven by a person named in 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.

B4 WINDSCREEN AND WINDOW COVER

1. 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.
2. 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.
3. 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 an 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. 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 N – 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 Young or Inexperienced Driver Excess, any Specified Driver Excess, any Late Reporting Excess or Windscreen Excess.
2. Except as provided by Sections B3 loss of or damage to any Accessories or property other than Your Car. For the avoidance of doubt there is no cover for communication equipment, navigation systems, audio visual equipment or radio equipment.
3. Damage or loss to Your Car, spare parts, Accessories or Personal Belongings by theft, attempted theft or unauthorised use when:
    a) Your Car (including its boot and bonnet) is unlocked; or
    b) Your Car's windows, sun roof or convertible roof are left open; or
    c) The keys (or other form of Car entry device) have been left in Your Car; or
    d) There are no signs of forced or violent entry; or
    e) You have not taken other reasonable precautions to protect Your Car.

4. The cost of 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 the repair or replacement.
9. Loss of or damage to Your Car as a result of 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 provided by Your Car manufacturer.
13. Damage or loss due to use of the wrong fuel or lubricants, or contaminated fuel.
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 no longer available.
18. Loss or damage caused by any person who obtained access to 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 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 of or damage to Your Car when it is being used for any criminal purpose excluding minor driving offences.
22. Loss of or damage to Your Car whilst the driver is under the influence of, or is affected by the use or consumption of:
    a) Alcohol,
    b) Illegal drugs, or
    c) Medication (prescribed or otherwise, where the driver has been advised or instructed not to drive whilst taking that medication, including but not limited to instruction/guidance provided in information leaflets accompanying medication).

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 or damage 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 a Car-sharing agreement which accords with Section F – Car sharing of this policy.
31. Damage or loss to Your Car when Your Car is carrying or transporting goods for money unless:
    a) The limitations of use section of Your Certificate of Motor Insurance allows Business Use which includes the carrying or transport of goods.
    b) The reward is a mileage allowance permitted by Your contract of employment.

Section C - 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 incident which occurs 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 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 under a separate policy.

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 subject to Our sole discretion.
2. We are not obliged to cover Legal Costs and Expenses incurred without Our prior written consent. Further, We require 14 days notice of 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 N - 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 (see Section B – Loss or damage to Your Car 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 (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:

a) The Limitations to use Section of Your Certificate of Motor Insurance allows Business Use; or
b) The reward is a mileage allowance permitted by Your contract of employment.
c) You have a car-sharing agreement which accords with Section F – Car sharing 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.

Section D - Medical expenses

1. We will provide cover for 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.
2. If You hold Comprehensive cover, We will pay the insured driver's medical expenses up to £100.
3. The maximum We will pay towards medical expenses for any one accident covered by this policy is £400.

Section E - Using your car abroad

E1 Provided that Your Car is being used for social, domestic and pleasure use only unless expressly agreed by Us, 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 member (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 (8) of EC Directive 2009/103/EC on Insurance against Civil Liabilities arising from the use of Motor Vehicles. These countries are currently Norway, Switzerland, Andorra, Iceland, Monaco, San Marino, Vatican City, Serbia, Gibraltar and Liechtenstein. 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 – Claims by third parties, 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, up to a maximum of 28 days, subject to:

a) Prior notice of at least 48 hours is given before using Your Car abroad; and

b) Any additional premium due being paid.

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

Section F - Car sharing

1. 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.

Section G - Business use

1. If the limitations to use Section of Your Certificate of Motor Insurance 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 limitations to use Section of the Certificate.
2. Please see the Table on Page 4 for which Sections of this policy apply to the type of cover You hold.

Section H - Courtesy car cover

1. 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.
2. 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.
3. You must be over 21 and not over 68 years of age to use a Courtesy Car.
4. 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 or Ford Ka.
5. Once We have accepted Your claim, the Courtesy Car will be delivered to You within the Territorial Limits.
6. We will provide You with the Courtesy Car within one working day of the claim being reported to Us.

7. You and any authorized person in charge of the Courtesy Car 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.
8. We will not provide a Courtesy Car:
    a) If 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 is an intentional, criminal or fraudulent act or omission by You or Your Family.
    j) If no Courtesy Car cover is selected.
9. 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 once Your policy expires;
    c) In respect of car hire prior to Us, or after Us providing You with a Courtesy Car.

Section I - Motor legal protection

This section covers You for the Legal Costs & Expenses incurred to claim back losses which are not covered by Your policy from the responsible party, if Your Car is damaged in an accident that is not Your fault.

What is covered

1. This section of Your policy will help You if an accident which is another party's fault results in damage to Your Car and/or personal property in or on Your Car.
2. We will pay Your Legal Costs and Expenses up to £50,000 for all claims arising from or related to the same accident including the cost of appeals or counterclaims, provided that:
    a) You have paid the insurance premium;
    b) You adhere to the terms of this policy and fully cooperate with Us and the Appointed Advisor;
    c) The accident happens in the Territorial Limits;
    d) We and the Appointed Advisor agree that Your claim has Reasonable Prospects of Success throughout Your claim;
    e) The accident occurred during the Period of Insurance;
    f) Any claim under this section is reported within 90 days of the accident occurring;
    g) The claim falls under the jurisdiction of a court or the Motor Insurers Bureau and in the Territorial Limits;
    h) The claim is handled by an Appointed Advisor who has been authorised by Us and they agree to Our Terms of Appointment;
    i) You enter into a Conditional Fee Agreement with the Appointed Advisor.

WHAT IS NOT COVERED

See also Section N - General Exclusions

Section I does not cover:

3. We will not cover any claim arising from or relating to:
    a) Legal Costs & Expenses incurred before We accept a claim or have provided Our written authorisation;
    b) Any claim which proceeds in the Small Claims Track of the County Court.
    c) A contract;
    d) Defending any claim other than appeals and counterclaims against You in relation to the same accident;
    e) An accident which occurs before commencement of this section of the policy;
    f) Fines, penalties or compensation awarded against You;
    g) A dispute with Your Agent or Us not dealt with under the Complaints section of this policy;
    h) A group litigation order.
    i) Any Claim for death or personal injury.

4. Where Our risk is affected by Your failure to keep to any policy condition, We may cancel this section of Your policy, refuse a claim or withdraw from an ongoing claim. We also reserve the right to claim back Legal Costs & Expenses from You if this happens.
5. Any claim where the cost of proceeding is likely to be disproportionate compared to the recovery amount in dispute, or where the likelihood of a court granting an injunction is low.

Conditions applicable to Section I
Your responsibilities

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

Freedom to choose an Appointed Advisor

7. You have the right to choose an Appointed Advisor to represent Your interests where You have the right to make a claim under the Motor Legal Protection section of this policy. This includes the right to choose an Appointed Advisor in any proceedings or if a conflict of interest arises.
8. If You choose an Appointed Advisor which is not Our Preferred Law Firm they must agree to act for You in accordance with Our Terms of Appointment. Cover for their costs will only commence from the date they agree to Our Terms of Appointment:
    a) The Appointed Advisor will enter into a Conditional Fee Agreement directly with You. You will be responsible for costs incurred by the Appointed Advisor which are not authorised by Us.
    b) If You dismiss the Appointed Advisor without good reason, withdraw from the claim without Our written agreement, or if the Appointed Advisor refuses to continue acting for You with good reason, the cover will end immediately. We reserve the right to appoint another Appointed Advisor in accordance with point 6 above.
9. You must agree to Us having sight of the Appointed Advisor's file relating to Your claim. You are considered to have provided consent to Us to have sight of Your file for auditing and quality control purposes.

Settlement

10. You must not negotiate, settle the claim or agree to pay any Legal Costs & Expenses incurred without Our agreement.
11. If You refuse to settle the claim following advice to do so from the Appointed Advisor We may refuse to pay further Legal Costs & Expenses.

Barrister's opinion

12. We may require You to obtain and pay for an opinion from an independent barrister where there is a disagreement between You and Us over Reasonable Prospects of Success. The choice of the barrister needs to be agreed with You and Us. You will be responsible for paying for the opinion unless it shows that Your claim has Reasonable Prospects of Success.

Arbitration

13. In case of dispute You may have the right to have recourse to arbitration.

Section J – Uninsured loss recovery

What is covered

1. In the event that;
    a) You, when driving Your Car, or
    b) any person driving Your Car with Your permission who is named in the Schedule and insured by this policy, or
    c) Your Car

    is involved in an accident or incident with a car or vehicle which is driven by a third party who;
    a) can be traced, and
    b) has valid and current insurance to drive the third party vehicle, and
    c) this accident or incident causes damage to Your Car,

    Then, if We decide that;
    a) the accident or incident has involved no fault on Your part or on the part of any person driving Your Car with Your permission, who is named in the Schedule and insured by this policy and was entirely the fault of the third party, and
    b) the damage has not rendered Your Car Beyond Economic Repair,

    We will repair the damage to Your Car which is caused by the accident or incident, occurring during the Period of Insurance, and We will then seek recovery from the third party.

Conditions applicable to Section J

1. We will only provide cover under Section J if the third party who was wholly responsible for causing the accident or incident can be traced within a reasonable time but in no event longer than 3 months and is validly and currently insured in respect of the loss or damage caused.
2. If You or any person driving Your Car with Your permission, who is named in the Schedule and insured by this policy were/are in any way at fault in the incident and You knew this or would have been reasonably expected to have known and did not inform us, then We will not provide any further assistance and We will be entitled to seek immediate recovery of Our costs from You.
3. If Your Car cannot be driven as a result of damage covered by this insurance, We may 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 loss or damage caused when moving Your Car from or to Your address or to a place where it can be repaired.

WHAT IS NOT COVERED

See also Section N - General exclusions

1. Where We have agreed to handle Your claim under Section J of this policy, We will not provide cover if it subsequently transpires that in Our sole opinion, You or any person driving Your Car with Your permission, who is named in the Schedule and insured by this policy were/are at fault in any part for the accident or incident. We will pay for any repairs already performed or irrevocably contracted to be performed prior to it becoming clear to Us that You are at fault, unless condition 2 applicable to Section J – Uninsured loss recovery applies.
2. Repairs or replacements which improve Your Car or Accessories beyond their condition before the 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).
3. Loss of or damage to a trailer or goods inside or attached to a trailer.
4. Loss of value even if it results from damage covered by this policy.
5. 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.
6. 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.
7. Any amount more than the last known list price of any part which is no longer available.
8. Loss or damage to Your Car when it is being used for any criminal purpose except for minor driving offences.
9. Loss of or damage to Your Car whilst the driver is under the influence of, or is affected by the use or consumption of:
    a) Alcohol
    b) Illegal drugs, or
    c) Medication (prescribed or otherwise, where the driver has been advised or instructed not to drive whilst taking that medication, including but not limited to instruction/guidance provided in information leaflets accompanying medication).
10. Any claim arising as a result of an act of Terrorism or attempted Terrorism or attempts to avoid or escape acts of Terrorism / attempted Terrorism other than as required by the Road Traffic Acts.
11. 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 – Car sharing of this policy.
12. Loss or damage to Your Car when Your Car is carrying or transporting goods for money unless:
    a) The permitted user section of Your Schedule allows Business Use and the carrying or transport of goods is included in the permitted use; and
    b) The reward is a mileage allowance permitted by Your contract of employment.

Section K - 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
4. Void Your policy from inception
5. Charge You an additional premium, or deduct any additional premium due from any settlement under the policy.

Your duties

We will only provide insurance if:

1. Any person insured by this insurance has complied with all the Conditions in this contract and in the Schedule.
2. You and anybody left in charge of Your Car have taken all the reasonable steps to prevent loss of or damage to it.
3. You and anybody left in charge of Your Car 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).
4. The information given in the proposal form or statement of fact and declaration and at each renewal is, as far as You know, correct and complete.
5. The information provided when making any claim under the policy is true to the best of Your knowledge.
6. You notify Your Agent as soon as possible of any changes to the information provided in the proposal form or statement of fact and declaration and at each Renewal Examples of material changes include:
    a) 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.
    b) 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).
    c) A change of Your address.
    d) Change to Your contact details i.e. contact telephone number or email address.
    e) A change in Your occupation or that of any driver named on Your policy.
    f) A change in the purpose for which Your Car is used.
    g) A change in the person who drives Your Car most frequently.
    h) You or any Specified Driver Passing Your driving test if a provisional driving licence was held at inception of the insurance.
    i) Changes to the Endorsements required.

j) Motoring convictions.

k. Details of medical conditions which may affect Your ability (or the ability of anybody insured to drive Your Car) to drive. These include but are not limited to diabetes, epilepsy or a heart condition.

l. Changes to the information provided in the proposal form or statement of fact may result in amendments to Your cover or premium, for example:

    i. We may apply additional terms or restrictions to Your policy.

    ii. If You make an adjustment to Your policy during the Period of Insurance which results in an increase in Your premium, any outstanding premium due will be calculated by Us on a pro rata basis.

    iii. If You make an adjustment to Your policy during the policy period which results in a decrease in Your premium, the refund of premium due to You will be calculated by Us on a pro rata basis. Any refund will be issued to Your Agent. If at the time of the adjustment You or a third party has made a claim or reported an incident which may give rise to a claim under this insurance policy, We will retain the whole Premium whilst the claim or incident is in the process of being 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.

    iv. If You request a change which falls outside of the policy acceptance criteria, We may cancel Your policy in accordance with the terms set out in Section M – Cancelling Your policy.

7. You allow Us to examine Your Car at any reasonable time, if requested.

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.

Section L - Claims notification and co-operation

Conditions

1. You must report any claim, incident or loss to Us regardless of fault within 24 hours and assist with Our enquiries at all times.
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.
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:
    a) Your contact details and details of anybody else in Your Car at the time of the incident.
    b) Details of any convictions and outstanding penalty points for You and any Specified Driver.
    c) Your policy number.
    d) Information about Your Car and details of the incident.
    e) Details of any witnesses.
    f) Details of other parties involved in any incident and any injuries suffered and any damage to their property.
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.
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.
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.
7. You must telephone Us immediately if:
    a) You receive any letter or other documents about the incident.
    b) 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 incident covered by this insurance.
    c) You become aware that a civil claim may or will be made against anyone insured by this policy arising out of an incident covered by this insurance.

8. You must not answer any letters or proceedings without Our written permission.
9. Under no circumstances should You instruct Your own solicitor. We only agree to pay costs once the Appointed Representative has been agreed by Us.
10. 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.
11. Where We or another repairer carry out work on Your Car, parts and accessories (including green recycledparts) that are not made or supplied by the vehicle manufacturer but are of similar type and quality, may be used.

Conduct of claims/subrogation

1. We are entitled to take over any third party claim against You (or any other person claiming under this policy) and to conduct the defence or settlement of any such third party claim in Your name or the name of any person claiming under this policy.
2. We are entitled to instruct solicitors of Our choice to act for You in any civil or criminal claim against You or any person claiming under this policy. We will have full control over any legal proceedings brought against a third party.
3. If We believe the incident is not Your fault, We will arrange for:
    a) A legal expert to contact You who will help claim back Your losses.
    b) You to be contacted to assess Your need and suitability for a replacement hire vehicle.
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.
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.
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.
7. The Market Value of Your Car will not be decided by a barrister but by reference to the Glass's Guide mid book value. Vehicle condition, mileage and use will also be taken into consideration when assessing the value of 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.

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.
9. You must not answer any letters or proceedings without Our written permission.
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 discretion, to discontinue with the management of the claim.
11. You will be held responsible for delays caused by any other person insured by this policy.
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.
13. Where We agree to handle Your case as a Non Fault Accident We will repair Your Car and We will handle all aspects of the claim on Your behalf, subject to the provisions set out in Section J – Uninsured loss recovery.

Our Right of Recovery

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 point 2 below.
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 the claim was made against.
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.

Fraud

1. If You or anybody insured by this policy makes a claim knowing it to be fraudulent, false or exaggerated, provides false documents or makes false statements in support of a claim, this insurance will be void and all claims will be forfeited.
2. In the event of fraud, We will retain all premiums paid.

Other insurance

1. Where a claim under this insurance is also covered by another insurance policy, We will only settle Our share of the claim.
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.
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.

Contracts (Rights of Third Parties) Act 1999
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.

Assignment
This policy is a contract personal to You and may not be assigned or transferred in any circumstances and no person apart from You (or in the case of Your death Your legal representative) 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 M - Cancelling your policy

1. This section applies to policies cancelled by You or by Us.
    a) If at the time of cancellation You or a third party has made a claim or reported an incident which may give rise to a claim under this insurance policy, We will retain the whole Premium whilst the claim is in the process of being 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.
    b) 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 days remaining before the end of the Period of Insurance from the date of cancellation. If settled as a fault claim and We have incurred costs as a result then no refund of premium will be given and the full annual premium will be payable.
    c) Your Agent may charge You a cancellation fee.

If You decide to cancel

2. You may cancel this insurance at any time by contacting Us either directly or via Your Agent, requesting Your policy to be cancelled. You will not be insured from the date of cancellation. Should You produce a cancelled Certificate of Motor Insurance with the intention of deceiving any person into accepting it as genuine, You may be prosecuted.
3. If You cancel this insurance in the "Cooling-Off" Period: We will refund You part of the premium to You or Your Agent unless a claim has been made under this policy. 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.
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:
5. We will refund a percentage of the premium according to the number of days remaining from the date of cancellation until the end of the Period of Insurance. If You have an Agent, We will refund any premium to Your Agent.

If We decide to cancel

6. We or Your Agent may cancel the insurance by sending 7 days notice of cancellation to the email address held on file by Us or Your Agent, or Your last known postal address (where We are unable to locate a valid email address). In the case of Northern Ireland the notice will also be sent to the Department of Environment, Northern Ireland. You will not be insured from the 8th day after the notice is issued to You. The notice will provide an explanation as to why Your policy is being cancelled.

7. We will refund the part of Your Premium according to the number of days remaining from the date of cancellation until the end of the Period of Insurance, subject to the status of any claims made on Your policy, as outlined in sections 1(a)
8. If You have an Agent, any refund will be sent to Your Agent.

Cancellation with immediate effect / voidance

At Our option, We or Your Agent may cancel Your policy with immediate effect or void Your policy from inception at any time where; there is evidence of fraud or a valid reason for doing so, including but not limited to:

1. Deliberately or recklessly telling Us something which is untrue or misleading in response to any question We ask You when applying for, amending or renewing Your policy.
2. Carelessly misrepresenting relevant information which, if correctly represented at the time of applying for, amending or renewing Your policy would have caused Us to decline You for cover.
3. Where We have evidence of fraud or dishonesty.
4. Where We have evidence of abusive or threatening behaviour.
5. Where You have not paid the premium or You administer a 'chargeback' on Your policy premium.
6. If You are in breach of any of the Terms, Exceptions, Exclusions, Conditions or Endorsements of Your policy.

Where fraud is identified, We may retain all premiums paid.

Section N - General exclusions

These exclusions apply to the whole of Your policy:

2. We will not cover any claim for loss, damage or liability, and Your policy may be cancelled, if Your Car is being:
    a) Driven by or in charge of anybody who is not named in the Certificate of Motor Insurance as a person entitled to drive unless:
        i. That person is a member of the motor trade who is servicing or repairing Your Car.
        ii. Your Car was stolen or taken without Your permission and reported as such to the Police. You must provide Us proof of prosecution or ongoing investigation.
    b) Driven by anyone (including You) who You know is disqualified from driving, does not hold a licence to drive Your Car, or is prevented by law from holding a licence.
    c) Used for a purpose that involves criminal activity (other than minor motoring offences).
    d) 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.
    e) Used for purposes other than those in the Limitations to use Section of the Certificate.
    f) Used to carry a load which is more than it was constructed to carry and more than the maximum capacity.
    g. Used to carry dangerous substances or goods or inflammable liquids or gasses in bulk.
2. No cover will be in place for the recovery of any Car from a police or government impound unless explicitly authorised by Us.
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, damage or liability, and Your policy may be cancelled, if:
    a) You use Your Car at a motor racing track, at an off-road 4x4 event or on the Nurburgring Nordschleife.
    b) You use Your Car for racing, rallies, speed trial or endurance tests.
    c) You exceed the seating capacity of Your Car.
    d) Your Car is used for Hire Reward or Trade delivery.
6. Unless the Limitations to use Section of the Certificate provides cover 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:
    a) For work purposes if that work involves driving.
    b) 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:
    a) You; or
    b) A parent of the driver who is also a qualified driver; or
    c) 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. 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 by 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 – Using Your Car abroad).
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 earthquake, riot or civil commotion (except where We need to provide cover to meet the minimum insurance required) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste, or from the combustion of nuclear fuel, the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of it, or pressure waves caused by aircraft and other flying objects.
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 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. 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.
16. We will not provide cover for loss or damage if liability is covered by any other insurance policy.
17. We will not provide repair services or cover for loss or damage to any equipment, integrated circuit, computer chip, and computer software or any other computer related equipment caused by computer failure, computer error, malfunction, or a corruption or harmful unauthorised code that is maliciously or accidentally introduced to propagate a computer system.
18. We will not provide cover for any loss, damage, liability, cost or expense of any kind, directly or indirectly caused by or resulting from wear and tear, depreciation, corrosion, rusting, or any other gradually operating cause or the process of cleaning, repair, alteration, renovation, restoration or anything reaching the end of its serviceable life.

Section O - Telematics Terms and Conditions

This section will only apply if You have selected the Telematics option.
This section does not apply in respect of a Courtesy Car.

It is a condition of this policy that You have the Telematics Tracking Device installed in Your Vehicle and that it remains in use at all times. The Telematics Tracking Device is owned by Us and is licensed to You for the purposes of this telematics insurance policy and for the theft tracking service. It will be installed by Our appointed network service.

The policy will be cancelled if the Telematics Tracking Device is not installed within 10 days of the purchase date of Your insurance.

INSTALLATION

It is Your responsibility to ensure that any other party who has an interest in the ownership of Your Car (such as Your partner or a hire purchase company) has agreed that the Telematics Tracking Device can be installed in Your Vehicle.

At the point of installation You are required to sign a statement confirming that You have read and understood the terms and conditions for the Telematics Tracking Device. You are required to be present for a pre and post installation vehicle check, during the installation You will be required to present Your Driving Licence (paper counterpart and card), Your V5 Vehicle Registration Certificate (log book) and any No Claims Discount that may be applicable.

LATE CANCELLATION OF APPOINTMENT OR MISSED APPOINTMENT

You are required to present Your vehicle at the time and location as agreed with the installers for the installation or de-installation of the Telematics Tracking Device.

Cancellation of appointment for installation or de-installation of the Telematics Tracking Device require a minimum of 24 hours notice in order to avoid a late penalty fee as referred to in Your booking email from Our appointed network service.

A missed appointment will result in a penalty fee. Upon installation, if Your vehicle is deemed as unroadworthy, unsafe or has any non-standard modifications which have not been previously declared to Us, which means that the Telematics Tracking Device cannot be fitted, a fee will be charged as referred to in the Schedule.

TELEMATICS TRACKING DEVICE

The collection and transmission of data by the Telematics Tracking Device may occasionally be impaired or interrupted by operational and / or atmospheric conditions, power failures, or other causes, conditions or events beyond Our reasonable control or the capabilities of the Telematics Tracking Device. The transmission and receipt of data is dependent upon in this paragraph, this does not necessarily mean the Telematics Tracking Device is defective.

If the Telematics Tracking Device is suspected by Us to be defective, We will contact You and make all reasonable endeavours to repair or (at Our option) replace the Telematics Tracking Device free of charge. If You suspect the Telematics Tracking Device to be defective for any reason You must notify Us as soon as possible to enable an investigation and, if necessary, a repair or (upon Our confirmation) replacement of the Telematics Tracking Device in Your Vehicle. This does not apply to any item which is part of Your vehicle and which is used to enable the operation of the Telematics Tracking Device and / or in conjunction with it (e.g. vehicle battery) as such items are Your responsibility to maintain in good working order.

We reserve the right to replace the Telematics Tracking Device at Our option and expense at any time with any other Telematics Tracking Device providing You with at least the equivalent functionality. This will ensure the Telematics Tracking Device is updated if there are technological changes or improvements. We will only exercise this right:

1. When replacing a defective Telematics Tracking Device; or
2. When installing a Telematics Tracking Device in Your new vehicle (following a change of vehicle on Your policy).

TAMPERING / ALTERATIONS

You will not, nor will You permit any other person to tamper with, dismantle, remove SIM, relocate or make any alterations, additions or improvements to any part of the Telematics Tracking Device.

Please note that any altering or tampering with the Telematics Tracking Device will invalidate the insurance cover provided, and Your policy may be cancelled, and an additional premium will be charged.
Damage or loss caused by any form of tampering or nonpermitted interaction with the Telematics Tracking Device is not covered by this insurance policy.

CANCELLATION OF YOUR POLICY AND IMPACT ON THE TELEMATICS TRACKING DEVICE

If You cancel the policy You should not attempt to remove the Telematics Tracking Device from the vehicle Yourself as it will have been integrated into Your vehicle. We will not be held responsible for any damage to Your vehicle caused by de-installation of the Telematics Tracking Device by You or anyone acting on Your behalf.

You will be contacted in order to arrange a convenient time and location for the de-installation of the Telematics Tracking Device from Your Vehicle, however this will be at Your expense. Alternatively the Telematics Tracking Device will simply be deactivated and no longer operational.

If at any time You no longer wish to use the Telematics Tracking Device and request that data collection from the Telematics Tracking Device ceases, the policy will be treated as cancelled by You and a fee will be charged in line with the cancellation terms and conditions.

We reserve the right to cancel this policy. We will do this by sending You seven (7) days notice of cancellation to the email address held on file by Us or Your Agent, or to Your last known postal address (where We are unable to locate a valid email address). In the case of Northern Ireland the notice will also be sent to the Department of Environment, Northern Ireland. You will not be insured from the 8th day after the notice is issued to You. The reasons for cancellation will be explained to You and include, but are not limited to:

1. If the policy information provided by You is inaccurate or incomplete.
2. If the Telematics Tracking Device We have fitted is damaged by You or anyone appointed by You in a malicious or deliberate way, in an attempt to prevent the Telematics Tracking Device from working or recording Your driving behaviour.
3. If We deem Your driving behaviour is consistently poor or extreme.
4. If You default on Your instalment plan.
5. If You exceed Your night time driving limit, as stated in Your Schedule, by more than 10%.

Please refer to Section M – Cancelling Your policy for further details of policy cancellation.

Please note: If You change Your vehicle (More than two changes of vehicle per period will result in cancellation of the policy) and require a new Telematics Tracking Device to be installed, an installation fee will be charged. The policy will be cancelled if the Telematics Tracking Device is not installed within 10 days of commencement of cover for the new vehicle.

If You sell Your vehicle, You will be obliged to notify the new owner that a Telematics Tracking Device has been installed. You are also obliged to notify Us of the new owner's details in order to confirm that they have been informed.

PREMIUM ADJUSTMENTS AND SAFER DRIVING

If an extreme driving event is observed You may be charged an additional fee as referred to in the Schedule, and We reserve the right to cancel Your policy. Please note that cancellation of Your policy due to extreme driving may lead to other providers refusing Your application for motor insurance.

NIGHT TIME DRIVING

This policy is not designed to cover drivers who predominantly drive between the hours of 23:00 and 05:00. This policy will cover You to drive between these hours, however if Your total driving time / mileage between the hours of 23:00 and 05:00 exceeds the percentage (%) amount, as stated on the Schedule, of Your total driving time / mileage We reserve the right to cancel Your policy. The mileage consummation will be calculated on a pro-rata basis, for the purposes of assessing usage.

RESTRICTED MILEAGE

This policy has mileage restrictions applied, which were agreed with You prior to the purchase of the policy. If You exceed Your monthly mileage restriction, We will charge You a minimum additional premium of £15.00 or £0.15 pence per mile, whichever is higher. Should You exceed the mileage restriction We reserve the right to cancel Your policy.

COMPLAINTS PROCEDURE – TELEMATICS TRACKING DEVICE INSTALLATION AND FAULTS

If You have any enquiry or complaint relating to the installation, a faulty Telematics Tracking Device, or the repairs to a Telematics Tracking Device, please contact Us using the details provided in the 'Complaints' section. This section provides further details on the timescales involved if You make a complaint.

Section P - Use of the Telematics tracking device data

For the purpose of providing You with the policy, the joint data controllers for any personal data recorded by the Telematics Tracking Device are:

1. Us,
2. Concirrus (The Telematics Tracking Device and associated software provider),
3. Our Agents.

Personal data recorded by the Telematics Tracking Device will be processed on Our behalf by:

1. Our Appointed Claims Handler,
2. Avian Fleet.

Your data will be processed in accordance with Data Protection Legislation. It is very important that You read this section so that You understand how the information collected by the Telematics Tracking Device will be used.

By proceeding with the application for insurance, You are consenting to this use of the Telematics Tracking Device data. You must show this notice to any named driver on Your insurance policy and any other person who drives Your Car so they are aware that a Telematics Tracking Device has been installed and that their journey will be monitored and data collected. If You sell Your Car You must ensure that the new owner of the vehicle is aware that it has a Telematics Tracking Device fitted and that the vehicle movements will be tracked.

WHAT DATA IS CAPTURED BY THE TELEMATICS TRACKING DEVICE?

The Telematics Tracking Device installed in Your Caris installed by Avian Fleet, they maintain the device and monitor it for faults. You can contact them via their website www.avianfleet.com if You have any question about the data they collect as part of providing this service.
The Telematics Tracking Device in Your Carrecords speed, acceleration, braking, cornering and mileage at time of usage. It also collects data relating to the type of roads You use and Your car's GPS location. This data is collected by Concirrus via a mobile data link. If You have any questions about the data Concirrus collect as part of providing this service, You can contact them via their website www.concirrus.com.
Our Agent and Our Appointed Claims Handler manage this data on Our behalf as described below.

HOW WILL THE TELEMATICS TRACKING DEVICE DATA BE USED?

How Will the Telematics Tracking Device Data be used?
This data will be used to build up a profile of how, where and when Your Car is driven. Our Agent will use the data to identify extreme driving events which may result in an additional premium or the cancellation of Your policy. If Your policy is cancelled due to extreme driving this information will be shared with other insurers and may lead other providers refusing Your application for motor insurance.

Our Agent will monitor the data to assess when and how far You drive between 23:00 and 05:00. If this exceeds the amount stated on the Schedule of Your total driving time/mileage We reserve the right to cancel Your policy.
Our Agent will also use the data to calculate Your total mileage, should You exceed the amount agreed prior to purchasing the policy, We reserve the right to cancel the policy or charge an additional premium.
Our Agent monitors Your telematics data to help them identify if You have an accident, if Our Agent is alerted to such an incident they will contact You to check You are ok and take steps to start the claims process by sharing Your data with Our Appointed Claims Handler who will use Your data as part of the claims process.
The GPS location data may help Police to recover Your Car if it is stolen, however We will only release such information to the Police with Your written consent.
We will not use Your driving data as a 'speed camera' but We will use the data to help Us identify if another driver is making a false claim against You or if You are making a false claim.

HOW IS YOUR DATA PROTECTED?

We, Our Agents, Our Appointed Claims Handler, Concirrus and Avian Fleet will not release Your data to the Police or to any civil authorities, unless fraudulent activity is suspected or if required to do so by law or a court order.
Please refer to 'Sharing Your Personal Information' on Page 42 which provides further information on how We will use Your Personal Information or read Our Privacy Notice on www.haven.gi/privacystatement.

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).

FINANCIAL SERVICES COMPENSATION SCHEME

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

SHARING YOUR PERSONAL DATA – DATA PROTECTION

Please view Our full Privacy Statement at www.haven.gi/privacystatement which will provide further information on how We use Your personal data. We will only use Your personal data in accordance with Data Protection Legislation.

How We will use Your personal data
To manage Your insurance with Us
This may include sharing Your personal data with:

1. Your Agents to process and administer Your insurance. As part of Your Agents processing they may carry out checks with credit reference and fraud prevention agencies in order to verify Your identity, assess Your application for a quotation or credit and offer You the best terms. The checks may be against both public data (such as information from the electoral roll) and private data (such as Your credit history). A record of the search will appear on Your credit report. As part of the quote process, Your Agent may exchange information with various industry databases in order to verify the information that You have provided such as the Claims and Underwriting Exchange (CUE), the Hunter Database, the Motor Insurance Anti-Fraud and Theft Register or the No Claims Discount Database. Your Agents may also carry out checks against data they already hold on You such as data from existing products or account data. They may use this data to help them assess and rate Your application for a quote and determine Your premiums.
2. Subcontractors and service providers to process Your personal data and provide services on Our behalf.
3. Our Appointed Claims Handlers to manage claims under Your insurance.

4. Industry Regulators to monitor and enforce Our compliance with any applicable regulations.
5. Other Insurers, 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 insured will require permission from the insured to do this.
6. Third parties involved in a claim, including their insurer, solicitor, or representative.
7. The Compensation Recovery Unit, Department for Work and Pensions, and National Health Service in relation to a claim.
8. The Financial Ombudsmen Service, if You make a complaint about the service We have provided.
9. The Motor Insurance Anti-Fraud and Theft Register and to the Claims and Underwriting Exchange Register, which are both administered by Motor Insurance Bureau (MIB).
10. The DVLA, Your Driving Licence Number may be provided to the DVLA in order for a search to be carried out to confirm Your licence status, entitlement and relevant restriction information and endorsement/conviction data. Searches may be carried out as part of Your quote and at any point throughout the duration of Your insurance policy. A search with the DVLA will not show on Your driving licence record. For details relating to information held about You by the DVLA, please visit www.dvla.gov.uk. Undertaking searches using Your driving licence number helps insurers check information to prevent fraud and reduce incidences of negligent misrepresentation and non-disclosure.
11. 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 to but including:
    a) Electronic Licencing;
    b) Continuous Insurance Enforcement;
    c) Law enforcement (prevention, detection, apprehension, and/or prosecution of offenders);
    d) The provision of government services and other services aimed at reducing the level and incidence of uninsured drivers.

    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 their appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID. It is vital that the MID holds 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.

Administration
To manage and administer Our relationship with You, including Your registrations, transactions and communications with Us, to perform all orders and contracts with You, to provide the products and information You request, and to respond to Your comments, questions and support requests, and to monitor compliance with and enforce the terms of Our relationship and any contracts with You.

Telephone Calls
We may monitor and record telephone calls for the purpose of security and training.

Market Research/Data Analysis
To help improve Our services We, Your Agents and recipients of Your Personal Data may also use Your Personal Data for the purposes of marketing research and data analysis.
This helps to develop and improve the products and services that are offered.

Complaints
To investigate and respond to complaints made in relation to insurance policies We underwrite.

To prevent and detect fraud
Before We provide services, goods or financing to You, We undertake checks for the purposes of preventing fraud and money laundering, and to verify Your identity. These checks require Us to process personal data about You.

The personal data You have provided, We have collected from You, or We have received from third parties will be Used to prevent fraud and money laundering, and to verify Your identity.
Details of the personal information that will be processed include, for example: name, address, date of birth, contact details, financial information, employment details, device identifiers including IP address and vehicle details.
We and fraud prevention agencies may also enable law enforcement agencies to access and Use Your personal data to detect, investigate and prevent crime.
We process Your personal data on the basis that We have a legitimate interest in preventing fraud and money laundering, and to verify identity, in order to protect Our business and to comply with laws that apply to Us. Such processing is also a contractual requirement of the services or financing You have requested.
Fraud prevention agencies can hold Your personal data for different periods of time, and if You are considered to pose a fraud or money laundering risk, Your data can be held for up to six years.
If We, or a fraud prevention agency, determine that You pose a fraud or money laundering risk, We may refuse to provide the services or financing You have requested, or to employ You, or We may stop providing existing services to You.
A record of any fraud or money laundering risk will be retained by the fraud prevention agencies, and may result in others refusing to provide services, financing or employment to You.
If You have any questions about this, please contact Us on the details below.

Whenever fraud prevention agencies transfer Your personal data outside of the European Economic Area, they impose contractual obligations on the recipients of that data to protect Your personal data to the standard required in the European Economic Area. They may also require the recipient to subscribe to 'international frameworks' intended to enable secure data sharing.

Your Rights
Your personal data is protected by legal rights, which include Your rights to object to Our processing of Your personal data; request that Your personal data is erased or corrected; request access to Your personal data.
For more information or to exercise Your data protection rights, please contact Us Using the contact details below.
If You would like to read the full details of how Your data may be used please view Our privacy statement here: www.haven.gi/privacystatement, phone Us on 0345 0920704, email dataprotection@haven.gi, or write to Us at Haven Insurance Company Limited, No. 1 Grand Ocean Plaza, Ocean Village, Gibraltar, GX11 1AA.

You also have the right to complain to the Information Commissioner's Office (UK) or the Gibraltar Regulatory Authority (Gibraltar) which regulate the processing of personal data:

Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF
www.ico.org.uk

Gibraltar Regulatory Authority
2nd Floor Eurotowers 4
1 Europort Road
Gibraltar
www.gra.gi

COMPLAINTS

We 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 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

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

Financial Ombudsman Service
Exchange Tower
London
E14 9SR
Telephone: 0800 0234567
www.financial-ombudsman.org.uk

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

PREMIUM PAYMENTS FOR ANNUAL POLICIES

You may pay for Your policy either annually, or Your Agent may be able to offer You a payment plan by monthly direct debit. We may at Our discretion deduct any outstanding premiums due from any claims settlement due in respect of a fault or Split Liability loss under this policy.

Unusual circumstances

1. 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.
2. Any extra premium arising from changes to this insurance must be paid immediately. Your Agent may be able to offer You a monthly payment plan.

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.

CLAIMS PROCESS REMINDER

IF YOU ARE INVOLVED IN AN ACCIDENT YOU SHOULD:

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).

NEVER ADMIT LIABILITY at the scene of the accident.

TAKE NOTE OF ANY REGISTRATION NUMBERS
& make/models of any vehicles involved.

TAKE PICTURES (use Your phone)
If safe to do so, photograph the vehicles, registration numbers, any passengers and the scene of the accident.

IF ANY PARTY IS INJURED, CALL 999
(Police & ambulance)

Any accident/incident which may give rise to a claim on this policy must be reported to Us within 24 hours of occurring on: **0345 092 0700** OR Text **"CLAIM"** to **83118**

WE WILL DO THE REST!

February 2019 Version 2.6

HAVEN
INSURANCE

www.haven.gi

HAVEN INSURANCE COMPANY LTD.

Registered office:
No.1 Grand Ocean Plaza, Ocean Village,
Gibraltar, GX11 1AA

Registered number: 85914