

# Agricultural & Forestry Vehicle

**Policy**



# Commercial Privacy Notice

Your privacy is important to us and we are committed to keeping it protected. We have created this Privacy Notice which will explain how we use the information we collect about you and how you can exercise your data protection rights. This Privacy Notice will help you understand the following:

## Who are we?

We are Intact Insurance Isle of Man Limited, a member of Intact Financial Corporation. We provide commercial and consumer insurance products and services under a number of brands. We also provide insurance services in partnership with other companies.

## Why do we collect and use your personal information?

If you are the policy holder, we need your information to understand the level of insurance cover you require. We'll use this information (e.g. your name, address, telephone number and email address) to communicate with you and provide you with our services. We may need to check information you have submitted with external companies/organisations (e.g. the Motor Insurance Database).

When a claim is made against an insurance policy, we will need to collect personal data relevant to the incident and this may be shared with other selected companies to help process the claim. If other people are involved in the incident, we may also need to collect additional information about them which can include special categories of personal data (e.g. injury and health data).

In submitting an application to us, you may provide us with equivalent or substantially similar information relating to other proposed beneficiaries under the policy. You agree that you will bring this Privacy Notice to the attention of each beneficiary

at the earliest possible opportunity.

Data protection laws require us to meet certain conditions before we are allowed to use your personal information in the manner described in this Privacy Notice. To use your personal information, we will rely on one or more of the following grounds:

- **Performance of contract:** We need to use your personal information in order to provide you with the policy (which is a contract of insurance between you and us), and perform our obligations under it (such as making payments to you in respect of a claim made under the policy).
- **Consent:** In certain circumstances, we may need your consent unless authorised by law in order to use personal information about you which is classed as "special categories of personal data".

When covering beneficiaries under your policy or your legal responsibility to third parties, we may need consent from these third parties unless authorised by law in order to use their personal information.

- **Necessity to establish, exercise or defend legal claim:** If you, or we, bring a legal claim (e.g. a court action) against the other, we may use your information in either establishing our position, or defending ourselves in relation to that legal claim.
- **Compliance with a legal obligation:** Where laws or regulations may require us to use your personal information in certain ways.
- **Legitimate Interests:** We will also process your personal information where this processing is in our "legitimate interests". When relying on this condition, we are required to carry out a balancing test of our interests in using your personal information (for example, carrying out market research), against the interests you have as a citizen

and the rights you have under data protection laws. The outcome of this balancing test will determine whether we can use your personal information in the ways described in this Privacy Notice. We will always act reasonably and give full and proper consideration to your interests in carrying out this balancing test.

### Where else do we collect information about you?

Where possible, we'll collect your personal information directly from you. However, on occasion we may receive details about you from other people or companies. For example, this might happen if:

- It was given to us by someone who applied for an insurance product on your behalf (e.g. an insurance broker, a family member) where you have given them the permission to do so; or
- It was supplied to us when you purchased an insurance product or service that is provided by us in partnership with other companies; or
- It was lawfully collected from other sources (e.g. Motor Insurance Database, Claims and Underwriting Exchange or fraud prevention databases) to validate the information you have provided to us.

We request those third parties to comply with data protection laws and to be transparent about any such disclosures. If you would like some further information, please contact us.

### Will we share your personal information with anyone else?

We do not disclose your information outside of Intact Financial Corporation except:

- Where we need to check the information you gave to us before we can offer you an insurance product (e.g. reference agencies);
- Where we are required or permitted to do

so by law or relevant regulatory authority (e.g. financial crime screening, fraud detection/prevention);

- Where we provide insurance services in partnership with other companies (e.g. building societies, large retailers);
- In the event that we are bought or we sell any business or assets, in which case we will disclose your personal information to the prospective buyer of such business or assets;
- As required to enforce or apply this Privacy Notice, or the contract of insurance itself;
- Within our group for administrative purposes;
- As required in order to give effect to contractual arrangements we have in place with any insurance broker and/or intermediary through which you have arranged this policy;
- With healthcare providers in the context of any relevant claim being made against your policy;
- If we appoint a third party to process and settle claims under the policy on our behalf, in which case we will make your personal information available to them for the purposes of processing and settling such claims;
- With our third party service providers (including hosting/storage providers, research agencies, technology suppliers etc.);
- With our reinsurers (and brokers of reinsurers) in connection with the normal operation of our business;

Sometimes your personal information may be sent to other parties outside of the European Economic Area (EEA) in connection with the purposes set out above. We will take all reasonable steps to ensure that your personal information is treated securely and in accordance with this Privacy Notice, and in doing so may rely on certain "transfer mechanisms" such as the EU-US Privacy Shield,

and the standard contractual clauses approved by the European Commission. If you would like further information please contact us.

### For how long will we keep your information?

Your personal information will be retained under one or more of the following criteria:

- Where the personal information is used to provide you with the correct insurance cover, which will be kept as long as it is required to fulfil the conditions of the insurance contract.
- Where the use of your personal information for a specific purpose is based on your consent, it will be kept for as long as we continue to have your consent (e.g. we would stop contacting you for marketing purposes once you have asked us to).
- Where, for a limited period of time, we are using some of your information to improve the products or services we provide.
- For as long as your information is required to allow us to conduct fraud and/or criminal checks and investigations.

### What are your rights over the information that is held by Intact Insurance Isle of Man Limited?

We understand that your personal information is important to you, therefore you may request the following from us to:

- 1) Provide you with details about the personal information we hold about you, as well as a copy of the information itself in a commonly used format. [Request Ref: DSR 1]
- 2) Request your personal information be deleted where you believe it is no longer required. Please note however, we may not be able to comply with this request in full where, for example, you are still insured with us and the information is required to fulfil the conditions of the insurance contract. [Request Ref: DSR 2]
- 3) Request the electronic version of the personal information you have supplied to us, so it can be provided to another company. We would provide the information in a commonly used electronic format. [Request Ref: DSR 3]
- 4) Request to restrict the use of your information by us, under the following circumstances [Request Ref: DSR 4]:
  - a) If you believe that the information we hold about you is inaccurate, or;
  - b) If you believe that our processing activities are unlawful and you do not want your information to be deleted.
  - c) Where we no longer need to use your information for the purposes set out in this Privacy Notice, but it is required for the establishment, exercise or defence of a legal claim.
  - d) Where you have made an objection to us (in accordance with section 5 below), pending the outcome of any assessment we make regarding your objection.
- 5) Object to the processing of your data under the following circumstances [Request Ref: DSR 5]:
  - a) Where we believe it is in the public interest to use your information in a particular way, but you disagree.
  - b) Where we have told you we are using your data for our legitimate business

interests and you believe we shouldn't be (e.g. you were in the background of a promotional video but you did not agree to be in it.)

In each case under section 5 above, we will stop using your information unless we can reasonably demonstrate legitimate grounds for continuing to use it in the manner you are objecting to.

If you would like to request any of the above, please contact us and submit a written request, including the request reference (e.g. DSR 1), as this will speed up your request. To ensure that we do not disclose your personal information to someone who is not entitled to it, when you are making the request we may ask you to provide us with:

- Your name;
- Address(es);
- Date of birth;
- Any policy IDs or reference numbers that you have along with a copy of your photo identification.

All requests are free of charge, although for requests for the provision of personal information we hold about you (DSR1) we reserve the right to charge a reasonable administrative fee where, we believe an excessive number of requests are being made. Wherever possible, we will respond within one month from receipt of the request, but if we don't, we will notify you of anticipated timelines ahead of the one month deadline.

Please note that simply submitting a request doesn't necessarily mean we will be able to fulfil it in full on every occasion – we are sometimes bound by law which can prevent us fulfilling some requests in their entirety, but when this is the case we will explain this to you in our response.

## **Our Privacy Notice**

If you have any queries regarding our Privacy Notice please contact us and we will be happy to discuss any query with you. Our Privacy Notice will be updated from time to time so please check it each time you submit personal information to us or renew your insurance policy.

## **How you can contact us about this Privacy Notice?**

If you any questions or comments about this Privacy Notice please contact:

The Data Protection Officer  
Intact Insurance Isle of Man Limited  
Jubilee Buildings  
1 Victoria Street  
Douglas  
Isle of Man  
IM99 1BF

You may also email us at  
[IntactIOM@intactinsurance.co.uk](mailto:IntactIOM@intactinsurance.co.uk)

## **How you can lodge a complaint?**

If you wish to raise a complaint on how we have handled your personal information, please send an email to [IntactIOM@intactinsurance.co.uk](mailto:IntactIOM@intactinsurance.co.uk) or write to us using the address provided. Our Data Protection Officer will investigate your complaint and will give you additional information about how it will be handled. We aim to respond in a reasonable time, normally 30 days.

If you are not satisfied with our response or believe we are not processing your personal information in compliance with Isle of Man Data Protection laws, you may lodge a complaint to the Information Commissioner's Office, whose contact details are;

Information Commissioner's Office  
First Floor, Prospect House  
Prospect Hill  
Douglas  
Isle of Man  
IM1 1ET

## What you should do in the event of an accident or theft

Naturally, we hope you don't have an accident, but if you do, you may find the following advice useful:

- 1) People are more important than property and your first priority should be to check whether anybody is injured and attend to them, seeking medical help if necessary.
- 2) Always stop if you are involved in an accident and exchange the following information:
  - Names and addresses (including those of any eye witnesses)
  - Insurance companies and addresses (including policy numbers if known)
  - Vehicle registration numbers.
- 3) Do not admit you are to blame or offer any payment.
- 4) Draw a diagram of the accident scene. This should include the position of the vehicles before, and after the accident, the road layout, any obstructions to your or other road users' vision, the position of any witnesses and anything else which could be relevant to the cause of the accident e.g. speeds and distances involved, or the weather conditions.
- 5) IF ANYONE IS INJURED you must produce your Motor Insurance Certificate to the police or to anyone who has reasonable grounds for requiring it. If you can't do this at the scene of the accident you must produce it and report the accident to the police within 24 hours.
- 6) Phone your Broker/Insurance Adviser as soon as possible after an accident. If you receive any letters or documents about the accident, please send them unanswered to us.
- 7) In the event of theft of your vehicle, you must report the incident to the Police and obtain a crime reference number as soon as possible and phone your Broker or usual Insurance Adviser.
- 8) In the event of theft of your vehicle, you must report the incident to the Police and obtain a crime reference number as soon as possible and phone your Broker or usual Insurance Adviser.



**THIS POLICY (AND THE POLICY SCHEDULE WHICH FORMS AN INTEGRAL PART OF THE POLICY) IS A LEGAL CONTRACT PLEASE EXAMINE IT THOROUGHLY TO ENSURE IT MEETS YOUR REQUIREMENTS. IF IT DOES NOT PLEASE ADVISE YOUR INSURANCE ADVISER WITHOUT UNDUE DELAY**

**WE WOULD REMIND YOU THAT YOU ARE REQUIRED TO INFORM US WITHOUT UNDUE DELAY OF ANY FACTS OR CHANGES WHICH WE WOULD TAKE INTO ACCOUNT IN OUR ASSESSMENT OR ACCEPTANCE OF THIS INSURANCE. FAILURE TO DO SO MAY INVALIDATE YOUR POLICY OR RESULT IN CERTAIN COVERS NOT OPERATING FULLY. IF YOU ARE IN ANY DOUBT AS TO WHETHER A FACT IS MATERIAL OR NOT PLEASE CONTACT YOUR INSURANCE ADVISER**

Intact Insurance Isle of Man Limited (herein called the insurer) and the policyholder agree that

This policy, the policy schedule (including any policy schedule issued in substitution), the certificate of motor insurance, the proposal form and any endorsement shall be considered one document and any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears

Any information supplied by the policyholder shall be incorporated in the contract

The insurer will provide the insurance described in this policy within the territorial limits subject to the terms and conditions for the period of insurance shown in the policy schedule and any subsequent period for which the policyholder shall pay and the insurer shall agree to accept the premium

Underwritten by  
Intact Insurance Isle of Man Limited

## Law Applicable

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both parties may choose the law which applies to this contract, to the extent permitted by those laws. Unless the parties agree otherwise in writing, the **insurer** has agreed with the **policyholder** that the law which applies to this contract is the law which applies to the part of the United Kingdom in which the **policyholder** is based, or, if the **policyholder** is based in the Channel Islands or the Isle of Man, the law of whichever of those two places in which the **policyholder** is based.

The parties have agreed that any legal proceedings between them in connection with this contract will only take place in the courts of the part of the United Kingdom in which the **policyholder** is based, or, if the **policyholder** is based in either the Channel Islands or the Isle of Man, the courts of whichever of those two places in which the **policyholder** is based.

## Definitions

The words listed below carry the same meaning wherever they appear in the **policy** if they are in bold print and their meaning is not varied by a definition in a particular section

### Accessories

shall mean audio visual recording or reproduction equipment and communications or navigation equipment permanently fitted to the **insured vehicle** wagon sheets and tarpaulins safety equipment for use solely in connection with the **insured vehicle** and manufacturer's tool kit

### Agricultural Vehicle

shall mean any tractor or self-propelled motor vehicle implement used solely for agricultural or forestry purposes

### Certificate of Motor Insurance

shall mean the document which provides evidence that an insurance contract is in force which satisfies the requirements of the current road traffic legislation

The Certificate of Motor Insurance

- a) has the same number as the **policy**
- b) shows who may drive the **insured vehicle**
- c) shows the uses to which the **insured vehicle** can be put
- d) shows the uses to which the **insured vehicle** cannot be put

### Endorsement

shall mean an amendment to the **policy**

### Insured Vehicle

shall mean any motor vehicle or **agricultural vehicle** shown

- a) against Description of Vehicles or Registration Mark in the **certificate of motor insurance** or

- b) in the **policy schedule** and in respect of which details have been notified to and accepted by the **insurers** and including its spare parts and **accessories**

### Insurers

shall mean Intact Insurance Isle of Man Limited

### Period of Insurance

shall mean

- a) the duration of the **policy** as shown on the **certificate of motor insurance** and
- b) any subsequent period for which the **insurers** may accept payment for the renewal of this **policy**

### Policy

shall mean the documents consisting of

- a) the **proposal form**
- b) this **policy** wording
- c) the **policy schedule**
- d) the **certificate of motor insurance** and
- e) any **endorsements**

### Policy Schedule

shall mean the document which describes any details specific to the **policyholder**

### Policyholder

shall mean whoever is named in the **policy schedule** under the heading **Policyholder/Insured**

### Proposal Form

shall mean the form signed by the **policyholder** and any other accompanying details which provide all material information relevant to the cover the **policyholder** has requested

### Territorial Limits

shall mean

- a) Great Britain, Northern Ireland, the Isle of Man and the Channel Islands
- b) Republic of Ireland

- c) any other country in respect of which the **insurers** agree to provide cover following a request by the **policyholder** but only for the period agreed by the **insurers**

and in the course of transit (including processes of loading and unloading) by rail or water within or between any of these territories provided this transit is by a commercial carrier and is not a longer duration than 65 hours in normal conditions

### **Terrorism**

shall mean acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of HM Government in the United Kingdom or any government de jure or de facto

### **Trailer**

shall mean any trailer or agricultural or forestry implement or machine which is properly constructed to be towed by a motor vehicle

### **Vehicle Keys**

shall mean any device used for starting the **insured vehicle** or using its locks or immobiliser

## **Insurance Provided**

The cover provided and the classes of vehicle insured by this **policy** are as stated in the **policy schedule**. The Sections of the **policy** applicable to each type of cover are as follows

### **Comprehensive**

Sections 1 to 6 inclusive

### **Third Party Fire and Theft**

Section 1 but only in respect of loss or damage caused by fire lightning explosion theft attempted theft or the taking away of the **insured vehicle** without the consent of the **policyholder**

Sections 2 to 6 inclusive

### **Third Party Only**

Sections 2 to 6 inclusive

# Section 1 - Loss of or Damage to the Insured Vehicle

## A Comprehensive Cover

If the **insured vehicle** (or its accessories or spare parts on it) is lost or damaged the **insurers** will indemnify the **policyholder** by at their own option repairing or replacing the **insured vehicle** or paying the amount of the loss or damage

The liability of the **insurers** in respect of the **insured vehicle** including **accessories** or spare parts on it but excluding any **trailer** attached to it shall not exceed the amount shown in the **policy schedule** for that vehicle

## B Extension of Cover – Motor Trade

While the **insured vehicle** is in the custody of a member of the Motor Trade or an Agricultural Engineer for maintenance or repair Section 6 - General Exclusions A a) and A c) shall not apply

## C Recovery and Redelivery

Following loss or damage insured by this **policy** the **insurers** will pay the reasonable cost of

- a) protection and removal of the **insured vehicle** (if disabled) to the nearest competent repairers
- b) delivery after repair or after recovery of the **insured vehicle** to the address of the **policyholder** in Great Britain Northern Ireland the Isle of Man or the Channel Islands

## D Hiring or other Agreements

If the **Insurers** know that the **insured vehicle** is hired leased or loaned to the **policyholder** under a hire purchase agreement vehicle leasing agreement or other agreement any payment shall be made to the owner whose receipt shall be a discharge of any claim under this Section

## E Authority to Repair the Insured Vehicle

Following damage insured by this **policy** to the **insured vehicle** the **policyholder** may authorise the repair of the **insured vehicle** provided that the **insurers** are notified without undue delay

## Exclusions

The **insurers** shall not be liable for

- 1 loss or damage due to the theft or attempted theft of the **insured vehicle** while it is left unattended and unlocked with the **vehicle keys** in or on the vehicle
- 2 diminution in value following repair
- 3 loss of use depreciation wear & tear mechanical electrical electronic or computer breakdowns breakages or failures
- 4 loss resulting from deception by a purported purchaser or his agent
- 5 damage to tyres by application of brakes or by punctures cuts or bursts
- 6 loss or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

## Section 2 - Liability to Third Parties

### Sub Section 1 - Indemnity to Policyholder

The **insurers** will indemnify the **policyholder** in respect of legal liability incurred for damages and claimant's costs and expenses in respect of accidental

- a) death of or bodily injury to any person
- b) loss of or damage to material property up to a limit of £5,000,000 any one claim or number of claims arising out of one cause
- c) stoppage of or interference with pedestrian vehicular rail air or water-borne traffic or escape or discharge of any substance or gas up to a limit of £5,000,000 any one claim or number of claims arising out of one cause

in connection with the use of the **insured vehicle** including loading and unloading

The **insurers** will in addition pay in respect of any event which may be the subject of indemnity under this Sub-Section

- i) solicitors' fees for representation at any coroner's inquest or fatal inquiry or court of summary jurisdiction
- ii) costs and expenses incurred with their written consent
- iii) the costs of defence against a charge of manslaughter or causing death by dangerous driving

### Sub Section 2 - Indemnity to other Persons

The **insurers** will also indemnify in the terms of Sub-Section 1

- a) any person permitted to drive the **insured vehicle** under the terms of the certificate of motor insurance
- b) any person using but not driving the **insured vehicle** for social domestic and pleasure purposes with the permission of the **policyholder**
- c) any passenger in the **insured vehicle** other than the driver
- d)
  - i) any principal with whom the **policyholder** has an agreement
  - ii) any hirer of the **insured vehicle** other than under a hire purchase agreement

provided that the **insurers** shall not be liable in respect of liability arising from the act default or neglect of the principal/hirer his servant or agent

- e) the legal personal representatives of any person entitled to indemnity under this Section in respect of liability incurred by that person

The total amount payable by the **insurers** in respect of any of the Sections irrespective of the number of parties insured by this **policy** having a claim under this **policy** in respect of such Sections shall not exceed in the whole any stated Limits of Liability

For the purposes of any stated Limits of Liability all of the parties insured under this **policy** shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely the **insurers** and the **policyholder**

### Sub Section 3 – Cover in Europe

The **insurers** will indemnify the **policyholder** to satisfy the legal minimum insurance requirements of the following countries including legal fees costs and expenses incurred with their written consent while the **insured vehicle** or an attached **trailer** is in any of these countries

- a) any country which is a member of the European Union
- b) any country
  - i) which agrees to meet European Commission Directives on motor insurance and
  - ii) of which the European Commission is satisfied that arrangements have been made to meet the requirements of these Directives

### Sub Section 4 - Contingency Cover

The Insurers will indemnify the **policyholder** and no other person in the terms of Sub-Section 1 while any motor vehicle not the property of or provided by the **policyholder** is being used in connection with the business of the **policyholder** by any person in the employ of the **policyholder** but the **insurers** shall not be liable

- a) if there is any other insurance covering the same liability
- b) for loss or damage to such motor vehicle

### Sub Section 5 – Towing Disabled Vehicles

The **insurers** will provide indemnity in the terms of this Section while the **insured vehicle** is being used for the purpose of towing one disabled mechanically-propelled vehicle provided that

- a) the vehicle is not towed for reward
- b) the **insurers** shall not be liable in respect of loss or damage to the towed vehicle or property being conveyed by such vehicle

### Exclusions

The **insurers** shall not be liable

- 1 for liability arising from the loading or unloading beyond the limits of any carriageway or thoroughfare by any person other than the driver or attendant of the **insured vehicle**
- 2 for death of or bodily injury arising out of and in the course of the injured person's employment by the person claiming indemnity under this Section except as is required by any road traffic legislation
- 3 to indemnify any person driving unless that person holds a licence to drive the **insured vehicle** or has held and is not disqualified from holding or obtaining such a licence
- 4 to indemnify any person not driving but claiming indemnity if to his knowledge the person driving does not hold a licence to drive the Insured Vehicle unless he has held and is not disqualified from holding or obtaining such a licence
- 5 to indemnify any person other than the **policyholder** if that person is entitled to indemnity under any other policy
- 6 for damage to property owned by or in the custody or control of
  - i) the **policyholder** or any person claiming indemnity or
  - ii) any person in the service of the **policyholder** or any person claiming indemnity where the property is in the custody or control of that person by virtue of that service
- 7 for damage to property being conveyed by the **insured vehicle**

8 for any legal liability of whatsoever nature directly caused by or contributed to by or arising from the **insured vehicle** while in or on that part of any airport, airfield or military installation provided for

- i) the take-off or landing of aircraft or the movement of aircraft on the ground
- ii) aircraft parking including any associated service roads refuelling areas ground equipment parking areas aprons maintenance areas and hangars

except as is required by any road traffic legislation

9 for injury loss or damage directly or indirectly caused by pollution or contamination unless caused by a sudden identifiable unintended and unexpected incident which occurs in its entirety at a specific time and place during the **period of insurance**

For the purposes of this exception pollution or contamination shall mean actual alleged or threatened release discharge escape or dispersal of any solid liquid gaseous or thermal irritant or contaminant including smoke vapour soot fumes acids alkalis chemical or waste (including materials to be recycled reconditioned or reclaimed)

but Exclusions 3 and 4 shall not apply when a licence is not required by law

## Section 3 - Trailers

### A Cover

A **trailer** shall be insured in the terms of this **policy** as though it were an **insured vehicle** if either

- a) it is shown on the **policy schedule** or
- b) it is connected by any means whatsoever to the **insured vehicle** for the purpose of being operated or drawn

### B Conditions

Provided that

- 1 while any such **trailer** is attached to a towing vehicle they shall together be regarded as one vehicle
- 2 any plant permanently attached to a **trailer** shall be regarded as part of that **trailer**
- 3 the liability of the **insurers** under Section 1 – Loss of or Damage to the Insured Vehicle - in respect of any **trailer** shall not exceed
  - a) the amount shown on the **policy schedule** in respect of any **trailer** so specified
  - b) £5,000 in respect of any **trailer** not so specified

### C Exclusions

The **insurers** shall not be liable

- 1 if the **insured vehicle** to which an insured **trailer** is attached is drawing a greater number of **trailers** than is permitted by law

## Section 4 - Other Clauses

### A Emergency Treatment

The **insurers** will indemnify any person using the **insured vehicle** in respect of liability under any road traffic legislation to pay for Emergency Treatment fees

### B Indemnity to Hirer

The **insurers** will indemnify as though he were the **policyholder** any person hiring the **insured vehicle** other than under a hire purchase agreement provided that the person is not entitled to indemnity under any other policy

### C Cross Liabilities

If the **policyholder** comprises more than one party (which in the case of a partnership includes each individual partner) the **insurers** will indemnify each in the terms of this **policy** against liability incurred to the other as if such other was not included as a **policyholder**

## Section 5 - Conditions

### A Compliance with Policy Terms

The liability of the **insurers** will be conditional on the **policyholder** complying and as appropriate any other person entitled to indemnity complying as though he were the **policyholder** with the terms of this **policy**

### B Reasonable Precautions

The **policyholder** shall take and cause to be taken all reasonable precautions to prevent injury loss or damage and shall maintain the **insured vehicle** in a roadworthy condition

The **insurers** shall have free access to examine the **insured vehicle** at all reasonable times

### C Claims Procedure and Requirements

- a) The **policyholder** must report all accidents claims and civil or criminal proceedings to the **insurers** in writing without undue delay
- b) Every letter claim writ or other document relating to any accident claim or civil proceedings must be sent to the **insurers** without undue delay and unacknowledged
- c) No admission of liability or promise of payment may be made without the written consent of the **insurers**
- d) The **policyholder** will give all information and assistance as required

## D Insurers' Rights

- a) The **insurers** are entitled to take over and conduct the defence or settlement of any claim at their discretion
- b) The **insurers** may at any time pay the limit of liability referred to in Sub-Section 1 of Section 2 after deduction of any sum or sums already paid or any less amount for which any claim or claims can be settled and shall then relinquish the conduct and control thereof and be under no further liability in respect thereof except for the payment of costs and expenses incurred prior to the date of such payment

## E Non Contribution

If the damage or liability which is the subject of a claim under this **policy** is or would but for the existence of this **policy** be insured under any other insurance the **insurers** shall not be liable under this **policy** except to the extent of any excess beyond the amount payable under such other insurance had this **policy** not been effected

## F Right of Recovery

The **policyholder** shall repay to the **insurers** all sums paid by them because of the requirements of any law if the **insurers** would not have been liable for those payments by the terms of this **policy**

## G Application of Limits of Indemnity

In the event of any accident involving indemnity to more than one person any limitation in this **policy** of the amount of that indemnity shall apply to the aggregate amount and such indemnity shall apply in priority to the **policyholder**

## H Cancellation

This Policy may be cancelled

- a) by the **insurers** sending thirty days notice by letter to the last known address of the **policyholder** (and in the case of Northern Ireland to the Department of the Environment for Northern Ireland). The **policyholder** shall be entitled to a pro rata return of premium calculated from the date of cancellation or if a **certificate of motor insurance** has been issued from the date of return to the **insurers** of such certificate.
- b) by the **policyholder** who shall be entitled to a return of premium after deduction of premium at the short period rates of the **insurers** for the period the **policy** has been in force calculated from the date of receipt by the **insurers** of notice of cancellation or if a **certificate of motor insurance** has been issued from the date of receipt by the **insurers** of such certificate.

## I Consumer Credit Termination Clause

The **insurers** reserve the right to terminate the **policy** in the event that there is a default in instalment payments due under any linked loan agreement. The **policyholder** must return to the **insurers** the current **certificate of motor insurance** if the **insurers** cancel the **policy**.

## J Disclosure Requirement

The **policyholder** must notify the **insurers** as soon as possible of any alteration in risk which materially affects this **policy**

Material information would include:

- a) any special feature of the **insured vehicle**
- b) the location of the **insured vehicle**
- c) the history of any driver
- d) any medical condition which affects any driver and is notifiable to the DVLA who have confirmed that a licence to drive is not permitted or granted

or any other information which makes losses more likely to happen or make losses more serious if they do happen

The **insurers** may re-assess the cover provided by the **policy** and the premium following notification of material information.

Failure to disclose all material information may result in:

- i) the wrong terms being quoted
- ii) a claim being rejected or reduced
- iii) this **policy** being invalid

## K Changes or Additions to the Vehicles to be Insured

If the Description of Vehicles in the **motor insurance certificate** refers to

- a) Registration number

The **insurers** will not indemnify the **policyholder** in respect of any vehicle unless

- i) the **insurers** already have details of this vehicle or
- ii) details of any changes or additions to the vehicle(s) to be insured are given to the **insurers** immediately and the **insurers** accept them and
- iii) the **insurers** have issued a

**certificate of motor insurance**

The **policyholder** must return any obsolete **certificate of motor insurance** to the **insurers**

- b) 'Any Agricultural or Forestry Vehicle (or other specified class of vehicle) the property of the **policyholder** or supplied to him under a hire purchase agreement or vehicle leasing agreement'

The **insurers** will not indemnify the **policyholder** in respect of any vehicle unless

- i) the **insurers** already have details of this vehicle or
- ii) details are given to the **insurers** within 7 days of the date of acquiring the vehicle and the **insurers** accept them

Until the **insurers** are notified of the acquisition of such vehicle the cover operative for that vehicle shall be the minimum cover required by any road traffic legislation

## L Motor Insurance Database

It is a condition that the **policyholder** supplies details of all registered vehicles insured on the **policy** as required by the relevant law applicable in Great Britain and Northern Ireland for entry onto the Motor Insurance Database

## Section 6 - General Exclusions

The insurers shall not be liable in respect of

### A Use and Driving

death injury loss or damage occurring or liability arising while the **insured vehicle** is being

- a) used with the consent of the **policyholder** or his representative otherwise than in accordance with the limitations as to use in the **certificate of motor insurance**
- b) driven by the **policyholder** unless he holds a licence to drive the vehicle or has held and is not disqualified from holding or obtaining such a licence
- c) driven with the consent of the **policyholder** or his representative by any person
  - i) who is not specified in the **certificate of motor insurance**
  - ii) who the **policyholder** or his representative knows does not hold a licence to drive the vehicle unless he has held and is not disqualified from holding or obtaining such a licence

but b) and c) shall not apply when a licence is not required by law

### B Contractual Liability

any liability which attaches because of an agreement but which would not have attached in the absence of that agreement

### C Radioactive Contamination

loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any legal liability or any other loss of whatsoever nature directly or indirectly caused by or contributed to by or arising from

- a) ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

### D War

any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power except so far as is necessary to meet the requirements of any road traffic legislation

### E Riot and Civil Commotion

any consequence of riot or civil commotion occurring in Northern Ireland

This Exclusion does not apply to Section 2 - Liability to Third Parties

### F Terrorism

any consequence of **terrorism** except so far as is necessary to meet the requirements of any road traffic legislation

This General Exclusion does not apply to Section 1 - Loss of or Damage to the Insured Vehicle

## Complaints Procedure

If you are unhappy with our service for any reason, initially please raise your concerns with your usual business contact.

If your complaint is not resolved or you are not happy with our response and the course of action proposed for any reason, you should write to:

The Managing Director  
Intact Insurance Isle of Man Limited  
P.O. Box 27  
Jubilee Buildings  
1 Victoria Street  
Douglas  
Isle of Man  
IM99 1BF

If you are still dissatisfied, you can ask the **Financial Services Ombudsman** to review your case.

The FSO can be contacted as follows:

E-Mail Address: [ombudsman@iomoft.gov.im](mailto:ombudsman@iomoft.gov.im)

Telephone Number: 01624 686500

The FSO will handle most complaints which you may have concerning a contract of personal insurance. There are, however, a few instances in which the FSO is not empowered to consider complaints.







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