



# Motorshield

Policy



# Your motor policy

## Welcome to Intact Insurance Isle of Man Limited

We'd like to welcome you to Intact Insurance Isle of Man Limited and thank you for choosing us to take care of your car insurance. We would also like to wish you an enjoyable and hassle-free period of motoring.

When you deal with us, you can be sure everything will be simple and straightforward. You will have direct access to knowledgeable, friendly staff who will give you a quick and efficient service. We are committed to providing a first-class service to our customers and you can help us do this by letting us know if you are dissatisfied in any way.

Conditions that apply to the policy and in the event of a claim are set out in your policy booklet. It is important that you comply with all policy conditions and you should familiarise yourself with any requirements.

Directions for claim notification are included under claims conditions and events that may give rise to a claim must be notified as soon as reasonably possible. Further guidance is contained in the policy booklet in the section 'What you should do if there is an accident or theft'

You should initially notify us of your claim by phone. Your initial claim contact number is shown in your policy documentation. If we then decide that we need an Accident or Theft Report form we will send one which you should complete and return as soon as possible.

Ideally when you call you will provide:

- Name, address and contact phone number(s) (for you and the driver of your vehicle if not you). We will ask for information about convictions so please try and have driving licence(s) available when you call
- Personal details necessary to confirm your identity
- Your policy number
- Information about your vehicle and any damage it sustained
- Details of the accident or claim circumstances (when, where and how it happened)
- Details of any witnesses and the Police or any other emergency service that was called
- Details of the other party or parties involved including information about damage to their car or property and any injuries that anybody might have sustained
- Where appropriate your thoughts on who was to blame for the accident

We may request additional information (e.g. a sketch plan). Also, sometimes we may wish to meet with you or undertake further investigations, but we will advise you about that when you call to report the incident. Claims conditions require you to provide us with any reasonable assistance or evidence that we require.

You must also tell us as soon as possible of any changes to the information that you have provided to us. If you do not, your policy may not be valid.

We will not make any payment, or provide any other help or benefits under this policy, and will not return any premium to you, if you commit fraud in connection with your application for this insurance or with any changes to this policy.

## Your motor policy

This is **your** Intact Insurance Isle of Man Limited Motorshield **policy** booklet.

The information **you** provided, and the declaration **you** agreed to, along with this **policy** booklet, **your schedule** and **your certificate of motor insurance** are all part of **your policy**. Please read them all to avoid any misunderstandings.

**Your policy** may be declared void and **you** will not be entitled to any benefits or help if:

- any part of **your** application for this insurance; or
- any further changes **you** ask for under this **policy**;

**you** falsely represent or fail to fully and accurately disclose, the answers to the requested information.

For example, this could include:

- not telling **us** about motoring or criminal convictions;
- not telling **us** about previous accidents or losses, even if a claim was not made;
- not telling **us** about modifications to **your car**;
- giving **us** false information about who is the registered keeper or owner of **your car**;
- giving **us** false information about the main user of **your car**; or
- giving **us** false information about the true number of vehicles in **your** family.

This is not a full list, if **you** are unsure whether to disclose any matter to **us**, please contact **us**.

**Your policy** sets out the contract between **you** and **us**, and in return for the premium **we** will cover **you** during the **period of**

**insurance** under the terms set out in **your policy**. This **policy** booklet, together with **your schedule**, gives **you** the details of what **your policy** does and does not cover. Please pay special attention to those pages describing the Conditions and Exceptions which apply to **your whole policy**. It also contains information about how to make a claim and what **you** can do to make **your car** more secure.

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

**We** and **you** have agreed that any legal proceedings between **you** and **us** in connection with this contract will only take place in the courts of the part of the United Kingdom in which **you** live, or, if **you** live in either the Channel Islands or the Isle of Man, the courts of whichever of those two places in which **you** live.

**We** hope **you** are happy with **your policy**. If **you** are not, please send **us** the **certificate of motor insurance** within 14 days of the date **you** received **your policy** documents. **We** will then give **you** back **your** money provided there have been no claims under the policy and **you** confirm that **you** are not aware of any incident which may give rise to a claim under this **policy**.

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## Policy definitions

The words defined below will have the same meaning wherever they are shown in **your policy** in **bold** print.

### Accessories

Accessories are defined as:

- child safety seats;
- roof racks;
- roof boxes; and
- cycle carriers.

### British Isles

The British Isles are:

- Great Britain;
- the Republic of Ireland;
- Northern Ireland;
- the Isle of Man;
- the Channel Islands; and
- journeys by water, air or rail within or directly between any of these areas.

### Certificate of motor insurance

The document which proves that **you** have insurance with **us** in respect of this **policy** in line with road traffic laws.

### Courtesy Car

Any car supplied to **you** under an agreement between **us** and one of **our** approved repairers.

### Defined Organisation

- a. A motor garage or other similar motor trade business not belonging to **you** which has custody of the **motor vehicle** for any of the following purposes:
  - i. Maintenance
  - ii. Repair
  - iii. Testing
  - iv. Servicing

- b. A hotel or restaurant or similar establishment not belonging to **you** which has custody of the **motor vehicle** solely for the purpose of parking.

### Driver

Anyone who is shown on **your certificate of motor insurance** as being entitled to drive **your car** and who has **your** permission to drive it.

### Excess

The amounts shown in **your schedule(s)** which **you** must pay when **you** make a claim which is covered by **your policy**.

### In-car equipment

In-car equipment is:

- a radio, cassette, compact disc player or other audio equipment;
- a phone or other communication equipment;
- navigation equipment designed primarily for use in **your car**; and
- television or other visual entertainment equipment including video cassette recorders, DVD players and games consoles.

The equipment, except for portable navigation equipment, must be permanently fitted in **your car**.

### Key(s)

Key(s) means any device used for starting **your car** or using its locking mechanism or immobiliser.

**See also conditions and exceptions which apply to your whole policy.**

## Market value

The cost of replacing **your car** with a car of the same make, model, specification, mileage and age, in the same condition as **your car** was immediately before the loss or damage **you** are claiming for.

## Motor Vehicle

The vehicles shown:

- A) against Description of Vehicles in **your certificate of motor insurance** and  
 B) in **your schedule**  
 and in respect of which details have been notified to and accepted by **us**, and including its spare parts, **accessories**, windscreen and windows, but excluding any Trailer not specified in **your schedule**.

Where **we** use the word 'car' on its own **we** refer to any car including the motor vehicle.

## No claim discount

A discount from **your** premium in return for **you** not making a claim.

## Period of insurance

The length of time for which **your policy** runs as specified in **your schedule(s)**.

## Policy

**Your** policy is made up of:

- The record of information that **you** have provided to **us**;
- this policy booklet;
- **your schedule(s)**; and
- **your certificate of motor insurance**.

## Schedule

The document which describes:

- **you**;
- any other **driver**; and
- any special details of **your policy** such as **excesses**, **policy** limits or special terms and conditions.

## Territorial limits

These are:

- the **British Isles**;
- any country which is a member of the European Union; and
- any other country which meets the motor insurance Directives of, and is approved by, the European Commission.
- journeys by water, rail or air between or within any of these countries, as long as:
  - **your car** is transported by a commercial carrier; and
  - if transport is by water, the route taken does not last more than 65 hours under normal circumstances.

## Terrorism

Terrorism shall mean an act of any person 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 Her Majesty's government in the United Kingdom or any legitimate government whether or not legally established.

However this definition will only apply in respect of cover provided in excess of the minimum Road Traffic Act requirements or as required under local legislation

## We, us, our

Intact Insurance Isle of Man Limited and anyone we may appoint to act on our behalf.

### You, Your, Policyholder, Insured

The person named as the policyholder in:

- **your certificate of motor insurance;**  
and
- **your schedule.**

### Your car

The car:

- whose details have been reported to  
and accepted by **us**; and
- whose registration number is shown in  
**your certificate of motor insurance**  
and **your schedule.**

This includes any **in-car equipment** fitted as standard by the manufacturer.

### Your partner

The partner, husband or wife of the **policyholder** living at the same address as the **policyholder** and sharing financial responsibility. This does not include business partners or associates.

## How to make your car more secure

Important things to remember to keep **your car** safe.

- Whenever there is no-one in **your car**, lock **your car** doors, shut the windows and sun roof and make sure your convertible roof or hood is not fitted and secured in the upright position. Don't forget to lock **your garage** as well. A few seconds is all it takes for a thief to steal **your car** or its contents.
- Take care where **you park your car**. If **you** have a garage at home, please use it. When **you** are away from home, try to use secure car parks. If this isn't possible, avoid parking in back streets or quiet areas because these are ideal working conditions for a thief. If **you** have to leave **your car** outside at night, always try to park in a well-lit and busy area.
- Don't leave valuables on show - even when **you** are in the **car**. Thieves have been known to reach through passenger windows when the **car** is not moving.
- Satellite Navigation equipment is very attractive to thieves and could be costly for **you** to replace. When it is not being used, or when there is no-one in **your car**, keep any portable satellite navigation equipment, including any removable fittings which may attract a thief (such as suction cups), in a locked boot or locked glove compartment of **your car**.
- Take **your key(s)** out of the ignition when there is no-one in **your car** (for example, at a petrol station), even if it is only for a few seconds. If the **key(s)** are in, or in the vicinity of, **your car** and **your car** is stolen, whether **your car** is on the public highway or not, **your policy** will not cover the theft or any damage.
- Fit extra security measures, such as a steering wheel lock or handbrake lock. Better still, consider fitting an engine immobiliser, alarm system, or a tracking device.
- Take care where **you put your car keys** once they are removed from the **car**. When **you** are away from home, keep them with **you** at all times. Do not leave them unattended - for example, in a coat or purse. When **you** are at home, try and keep them away from **your front door**, as thieves have been known to 'fish' through the letter box to get hold of them.
- An effective way to beat the car thief is to have **your windows** permanently etched. A thief will then think twice about stealing **your car** as it will be costly for them to replace the glass.

# What you should do when circumstances change

## If you change your car

If **you** change **your car** please tell **us** or **your** insurance consultant. **We** will let **you** know about any change in **your** premium and will send **you** an updated **schedule** and **certificate of motor insurance**.

**We** will need to know the full details of **your** new **car** (for example, its make and model, registration number and engine size). **We** will also need to know whether the **car** is registered or owned in another person's name and if it has been modified.

Whenever **you** get a new **car**, **you** must get a cover note or a new **certificate of motor insurance** before **you** drive it. **You** must also return the old **certificate of motor insurance** to **us**.

## If you want to change drivers

**Your** current **certificate of motor insurance** shows who is covered to drive **your car**. If **you** want to change any of the names, please contact **us** or **your** insurance consultant as soon as possible.

## If you change address

Please contact **us** or **your** insurance consultant with full details of **your** new address, including the postcode, as soon as **you** know it. **We** will then let **you** know about any change in **your** premium and send **you** an updated **schedule**.

## If you want to drive another car

**Your policy** may cover **you**, only, for driving other cars which do not belong to **you** (provided **your certificate of insurance** shows that **you** have this cover). However, cover is restricted to third party liability only and does not provide cover for loss or

damage to other cars **you** are driving.

The Driving Other cars cover to this **policy** does not apply to any car belonging to **your partner**.

This limited cover can be very useful in an emergency, but if **you** are planning to drive someone else's car regularly **you** should be named on their insurance policy.

## If you need to use your car for towing

**Your policy** provides cover for legal liabilities while **you** are towing, but it doesn't provide cover for loss or damage to the items being towed. **You** will need to arrange separate cover for those items if **you** need loss or damage cover for them.

## If any other circumstances change

**You** must tell **us** or **your** insurance consultant as soon as possible

- if **you** get an extra car or change **your car** for another one;
- if there is a change in use of **your car** (for example, **you** require business use);
- if **you** or any other **driver** has been convicted of any motoring offence including fixed penalty offences, or has any prosecutions outstanding;
- if **you** or any other **driver** has been involved in any accidents, losses or thefts, regardless of whether a claim was made;
- if **you** or any other **driver** has been convicted of an offence of fraud or dishonesty (e.g. shop lifting, credit card fraud, tax evasion) or have possible prosecutions outstanding;
- if **you** or any other **driver** develops a notifiable health condition or an existing condition worsens. A notifiable

health condition is one which must be referred to the DVLA (please refer to the DVLA D100 leaflet or [www.direct.gov.uk/motoring](http://www.direct.gov.uk/motoring) for a full list of notifiable conditions) or the Isle of Man Government Department of Infrastructure.

- Examples of notifiable conditions are Epilepsy or insulin controlled Diabetes;
- if the main **driver** of **your car** changes;
- if the registered keeper or owner of **your car** changes;
- if the place where **your car** is usually kept changes;
- if any modifications are made to **your car** (e.g. any changes which may affect **your car's** performance).
- if the number of vehicles in **your** family changes;

If **you** are not sure whether to report a change, please contact **your** insurance consultant.

### How your no claim discount works

**You** earn **no claim discount** for each year of cover during which **you** do not claim. The discount increases each year up to the maximum on **your** scale. A single claim, if **you** are 'at fault' (or if **we** cannot recover full losses from another person's insurer) will reduce **your no claim discount**.

However, if **you** have applied and been accepted for **no claim discount** protection cover, **your** discount will not be affected unless **you** have more than two 'at fault' (or if **we** cannot recover full losses from another person's insurer) claims in five years. Upon the occurrence of a third claim **your no claim discount** will be reduced. See **Section 4** for more details.

### Reduction of cover to 'Laid up' status

If **you** ask **us** to, and depending on **your** existing level of cover, **we** will reduce **your** cover to loss and damage (**Section 1A**) or fire and theft (**Section 1B**) and give **you** a refund as long as:

- **your car** is kept in a locked garage and is not used for at least 30 consecutive days,
- **you** provide **us** with notice before **you** stop using **your car** and return **your certificate of motor insurance** to **us**,
- **you** have not made a claim during the current **period of insurance**.

Whilst **your** cover is laid up **you** will have no cover to use **your car** on a road or public highway.

**You** can, after 30 days, ask **us** to reinstate **your** cover and **we** will calculate the additional premium then due.

# Section 1A

## Loss and damage

This section only applies if it is listed in **your schedule**.

### What we cover

#### i. Loss and damage

**We** cover loss of or damage to:

- **your car**;
- **in-car equipment**;
- **accessories** and spare parts which are fitted into or onto **your car** or kept in **your** private garage;
- a trailer (if **your schedule** shows that **you** have this cover); and
- **courtesy car**.

#### ii. New car replacement

If **you** buy **your car** new and within 12 months it is:

- stolen and not recovered; or
- damaged and the repair cost is more than 60% of its current new list price including VAT (where appropriate);

**we** may replace it with a new car of the same UK specification.

#### iii. Emergency overnight accommodation

**We** will pay up £250 for necessary expenses for emergency accommodation for you and any passengers, if **you** or any other **driver**:

- cannot use **your car** during a journey as a result of loss or damage which **we** cover;
- cannot reach **your** destination.

For claims conditions relating to this section please read '**How we will settle a claim under Sections 1, 2 and 3**'.

### What we do not cover

**We** do not cover the following:

- 1a. An additional **excess** applies for young or inexperienced **drivers** for any loss or damage while **your car** is being driven by them or in their care.

Under 21 years of age	£300
Under 25 years of age	£150
25 years of age or over but holds a provisional licence, or has held a full UK/IOM licence to drive for less than 12 months	£150

This **excess** will not apply when **your car** is in the care of:

- a garage or similar motor trade organisation for servicing or repair; or
  - a hotel or restaurant for the purpose of parking.
- 1b. Any excess shown under 'Accidental Damage Excess' in **your schedule** for any loss or damage to **your car**.
    - This **excess** will not apply to loss or damage
    - caused by fire, theft and attempted theft.
  - 1c. Any **excess** applicable for 'Fire' or 'Theft' for any loss or damage to **your car** which is caused by fire, theft or attempted theft.

These **excesses** will not apply if **your car** is in **your** locked private garage at the time of the fire, theft or attempted theft.

2. Loss of value.
3. Wear and tear.

## What we cover

### iv. Windscreen Cover

We cover loss of or damage to the windscreen, windows and glass sunroof of **your car** or of any **courtesy car**.

If **you** only make a claim under this section it will not affect **your no claim discount**.

For claims conditions relating to this section please read '**How we will settle a claim under Sections 1, 2, and 3**'.

## What we do not cover

4. Loss of use.
5. Loss or damage to a part that breaks or falls and any resulting loss or damage caused to any other parts.
6. Damage to tyres caused by punctures, cuts or bursts.
7. Loss or damage resulting from **your car** being taken, without **your** permission, by:
  - **your partner**;
  - **your** boyfriend or girlfriend;
  - **your** children;
  - anyone who normally lives with **you**; or
  - a member of **your** family.
8. Any loss or damage to **your car** if:
  - **your car** is unlocked;
  - **your car** windows are open; or
  - **your car** removable roof panel, convertible roof or hood is not fitted and secured in the upright position on **your car** at the time of loss; or
  - **your car key(s)** are in, or in the vicinity of, **your car**; when there is no-one in it.
9. Loss or damage caused by deception.
10. Loss or theft of portable satellite navigation equipment when there is no-one in **your car**, unless it is stored out of sight in either a locked boot or glove compartment.
- 11a. The first £40 of any windscreen claim, plus any **excess** shown' in **your schedule**;
- 11b. any scratching of the bodywork which is caused by the broken glass.

**Important note:**  
**Exceptions 1 to 11 apply to all of this section.**

## Section 1B Fire and theft

This section only applies if it is listed in **your schedule**.

### What we cover

**We** cover loss or damage caused by fire, lightning, explosion, theft or attempted theft to:

- **your car**;
- **in-car equipment**;
- **accessories** and spare parts which are fitted into or onto **your car** or kept in **your** private garage;
- a trailer (if **your schedule** shows that **you** have this cover); and
- **courtesy car**.

If **we** give **you** a **courtesy car**, **we** will cover it as if it was covered under **Section 1A**.

For claims conditions relating to this section please read '**How we will settle a claim under Sections 1, 2 and 3**'.

### What we do not cover

**We** do not cover the following:

1. The first £100, plus any **excess** shown under 'Fire' or 'Theft Excess' in **your schedule**, for any loss or damage to **your car** which is caused by fire theft or attempted theft.

These **excesses** will not apply if **your car** is in **your** locked private garage at the time of the fire, theft or attempted theft.

2. Loss of value.
3. Wear and tear.
4. Loss of use.
5. Loss or damage to a part that breaks or fails and any resulting loss or damage caused to any other parts.
6. Damage to tyres caused by punctures, cuts or bursts.
7. Loss or damage resulting from **your car** being taken, without **your** permission, by:
  - **your partner**;
  - **your** boyfriend or girlfriend;
  - **your** children;
  - anyone who normally lives with **you**;  
or
  - a member of **your** family.

### What we do not cover

8. Any loss or damage to **your car** if:
  - **your car** is unlocked;
  - **your car** windows or sunroof are open; or
  - **your car** removable roof panel, convertible roof or hood is not fitted and secured in the upright position on **your car** at the time of loss, or
  - **your car key(s)** are in, or in the vicinity of, **your car**;  
when there is no-one in it.
9. Loss or damage caused by deception.
10. Loss or theft of portable satellite navigation equipment when there is no-one in **your car**, unless it is stored out of sight in either a locked boot or glove compartment.

## Section 2

# Legal liability to others

This section only applies if it is listed in **your schedule**.

### What we cover

#### A. What we cover

**We** cover legal responsibility for:

- killing or injuring someone; or
- damaging property (**we** will pay up to £20,000,000. This limit includes legal costs for any claim or claims arising from one incident);

After an accident involving:

- **your car**
- a trailer that is attached to **your car**, or
- any other vehicle that **your certificate of motor insurance** allows **you** to use in the **British Isles**.

#### B. Who we cover

**We** cover **you**:

- using **your car**
- using any other vehicle that **your certificate of motor insurance** allows **you** to use in the **British Isles**.

**We** cover the following other people:

- any **driver** using **your car**;
- anyone **you** allow to use (but not drive) **your car** for social, domestic and pleasure purposes,
- anyone who is a passenger in **your car**
- any employer of a **driver** shown on **your certificate of motor insurance**, as long as **your certificate of motor insurance** allows the use **your car** is put to,
- the legal representatives of any person who dies and who would have been covered under this section.

### What we do not cover

**We** do not cover the following:

1. Loss of or damage to **your car** or any other property which is owned by or in the care of anyone making a claim under this section.
2. Legal liability for death of or physical injury to anyone as a result of their job, except as required under road traffic laws.
3. Legal liability in connection with any vehicle which belongs to or is hired to the employer or business partner of **you** or **your partner**, if there is any other insurance policy covering the same liability.
4. The legal liability of anyone who is not driving but who is claiming cover if they know that the **driver** does not have a valid licence to drive **your car**.
5. The legal liability of anyone other than **you**, if they are entitled to cover under any other insurance policy.
6. Legal liability, except as required under road traffic laws, as a result of using a vehicle on any part of an airport or airfield provided for aircraft movement, parking or maintenance.
7. **We** will not be liable for any consequence of **terrorism** except to the extent necessary to meet the requirements of any road traffic legislation.

## What we cover

### C. Cover for legal costs and expenses

**We** cover **you** and those people in **Section 2 Part B** for the following for any incident which might involve legal liability under **your policy**.

- The costs of defence against a charge of manslaughter or causing death by dangerous driving. **You** must have **our** written permission before agreeing to these costs.
- Solicitors' fees at a coroner's inquest, fatal inquiry or magistrates' court. **You** must have **our** written permission before agreeing to these costs.
- Other legal fees, costs and expenses which **we** have agreed to in writing.

### D. Cover abroad

**We** provide the minimum cover required by law to allow **you** to use **your car** in any of the following countries.

- Any country which is a member of the European Union.
- Any other country which meets the motor insurance Directives of, and which is approved by, the European Commission.

### E. Emergency treatment fees

**We** will pay the cost of any emergency medical treatment required under road traffic laws.

If **we** pay emergency treatment fees, this will not affect **your no claim discount**.

## What we do not cover

**We** do not cover the following:

8. Use to secure the release of a **motor vehicle**, not otherwise specifically the subject of insurance by this **policy**, which has been seized by, or on behalf of, any government or public authority

See previous page for details of what **we** do not cover under this section.

## Section 3A

# Personal accident cover Part 1 – What we cover

This section only applies if **your schedule** shows that comprehensive cover is in force.

### What we cover

We will pay the benefit below if **you** and/or **your partner** are accidentally injured while in **your car** or getting into or out of **your car**, provided that this injury is sustained in direct connection with **your car** and is the sole independent cause within 3 months of the accident of any one of the following:

1. Death	£5000
2. Total and irrecoverable loss of sight of one or both eyes	£5000
3. Total loss of one or more limbs by physical separation at or above the wrist or ankle or permanent loss of use of one or both hands or legs	£5000

### What we do not cover

This section does not provide cover for **bodily injury** suffered:

- while **you** are driving, if **you** do not hold a current and valid driving licence to drive the **private motor vehicle**;
- while **you** are driving with more than the legally permitted level of alcohol in the blood;
- as the result of, or which is contributed to by, **you** having taken a drug unless taken on proper medical advice and not for the treatment of drug addiction;
- while **you** are motorcycling (including mopeds) as a rider or passenger;
- while **you** are taking part in or practising for racing, rallies, trials or speed tests;
- arising directly or indirectly from war, hostilities, terrorism, revolution, military power or civil commotion;
- arising directly or indirectly from **your** drug addiction or solvent abuse or excessive alcohol intake;
- arising directly or indirectly or resulting from **your** own illegal or criminal act;
- arising directly or indirectly or resulting from deliberately injuring **yourself**, or putting **yourself** in needless danger except in an attempt to save human life;
- as the result of committing or attempting to commit suicide.

## Section 3A

# Personal accident cover Part 2 – Conditions

### A. Claims conditions

In the event of a **private motor vehicle pedestrian or passenger accident**, we must be told as soon as possible. Initially this can be by phone or in writing from **your** representative, who may be a relative, close friend, solicitor or executor of **your** estate.

Any delays in telling **us** will affect the speed with which **we** can deal with the claim.

Any other evidence **we** may need in support of a claim must be produced at the expense of those making the claim.

**We** will pay any benefit due to **you** or **your partner**.

## Section 3B

# Medical expenses

This section only applies if comprehensive cover is in force.

### What we cover

**We** will pay benefit up to £250 for the cost of medical treatment for anyone injured in an accident in **your car**.

## Section 3C

### Personal effects

This section only applies if comprehensive cover is in force.

#### What we cover

**We** cover loss of or damage to personal possessions in or on **your car** up to the amount of £50 in respect of one claim.

**We** will pay **you** or, if **you** prefer, the owner of the property.

#### What we do not cover

**We** do not cover the following:

1. Money, stamps, tickets, documents, bonds, vouchers, lottery tickets, scratchcards, raffle tickets, Air Miles, trade samples or any property insured under any other insurance policy.
2. Personal possessions stolen from an open-top or convertible car, unless they are kept in a locked boot or locked glove compartment.
3. Loss of or damage to personal possessions carried in or on a trailer.
4. Wear, tear, loss of value and loss of use.
5. Goods, tools of trade/samples connected with **your** work or any other trade or any container for these things.

## Section 3D Foreign use

### What we cover

If **you** take **your car** to any country in the **territorial limits** outside of the **British Isles**, **your policy** cover will apply up to 60 days per annual **period of insurance**.

If the length of any visit is greater than 60 days, **you** must tell **us** before **you** take **your car** abroad. **You** will have to pay an extra premium to extend **your** cover.

If **your certificate of motor insurance** allows **you** to drive any other car, cover for that car is restricted to the **British Isles**.

See also **Section 2 Legal liability to others**

-

**D. Cover Abroad** for details of the minimum cover required by law we provide in

- any country which is a member of the European Union.
- any other country which meets the motor insurance Directives of, and is approved by, the European Commission.

See also '**What you should do if you take your car abroad**' on pages 45 – 46.

## Section 3E

# Protecting, removing and delivering your car

### What we cover

If the loss or damage is covered under **your policy**, **we** will pay the reasonable costs of:

- taking **your car** to the nearest repairer if it cannot be driven; and
- delivering **your car** to **your** address in the **British Isles** after it has been repaired.

## Section 3G

### Loss of road tax

#### What we cover

If **your car** is stolen and unrecovered, or damaged and **our** engineer confirms the vehicle is a total loss, **we** will pay for any road tax that is still left that **you** are not able to recover from the licensing authorities.

## Section 3G

# General Average Contribution and other charges

This section only applies if comprehensive cover is in force.

### **What we cover**

**We** cover **you** against General Average Contribution, Salvage and Sue and Labour Charges.

## Section 4

### No claim discount

If no incident occurs during the **period of insurance** which results in a claim, **your no claim discount** will increase in line with the scale shown below.

If an incident occurs during the **period of insurance** which results in a claim, **your no claim discount** will reduce in line with the scale shown below.

You cannot transfer **your no claim discount** to anyone else.

NCD % at policy start date Or previous renewal date	NCD % following a claim-free year
60%	60%
50%	60%
40%	50%
30%	40%
Nil	30%

NCD % at policy start date Or previous renewal date	NCD % following a claim or claims	
	One Claim	Two or more Claims
60%	40%	Nil
50%	30%	Nil
40%	Nil	Nil
30%	Nil	Nil
Nil	Nil	Nil

# Section 5

## Conditions which apply to your whole policy

### A. Reporting a claim

**You** must tell **us** as soon as possible about any incident or legal proceedings which may lead to a claim.

If there has been a theft or attempted theft, **you** must also tell the police as soon as possible.

If there has been a theft or attempted theft, **you** must also tell the police as soon as possible. **You** should initially notify **us** of **your** claim by phone. **Your** initial claim contact number is shown in **your policy** documentation/on **our** website. If **we** then decide that **we** need an Accident or Theft Report form **we** will send one to **you** which **you** should complete and return as soon as possible.

Ideally when **you** call **you** will provide:

- Name, address and contact phone number(s) (for **you** and the **driver of your car** if not **you**). **We** will ask for information about convictions so please try and have driving licence(s) available when **you** call
- Personal details necessary to confirm **your** identity
- **Your policy** number
- Information about **your car** and any damage it sustained
- Details of the accident or claim circumstances (when, where and how it happened)
- Details of any witnesses and the Police or any other emergency service that was called
- Details of the other party or parties involved including information about damage to their car or property and any injuries that anybody might have sustained

- Where appropriate **your** thoughts on who was to blame for the accident

**We** may ask **you** to provide all the details in writing together with any evidence which **we** may reasonably need.

If **you** receive a writ, summons or other legal documents or letters, **you** must send them to **us** as soon as possible.

**You** must not answer any letters without **our** written permission. **We** will not refuse permission without a good reason.

### B. Assessing your claim

**We** suggest that soon after receiving **your policy** **you** read the section in **your policy** booklet headed “**What you should do if there is an accident or theft**”. Whilst **we** hope **you** never need the information it is better to be prepared for the unexpected.

**You** must not admit or deny a claim or negotiate or promise to pay a claim without **our** written permission. **We** will not refuse permission without a good reason.

### C. Fraudulent or Exaggerated Claims

If **you**, or someone on **your** behalf, knowingly:

- makes a false claim;
- exaggerates the amount of a claim;
- provides **us** with false or misleading declarations or statements to support a claim; or
- provides **us** with any other false or invalid documents or relies on any fraudulent devices to support a claim

**We** may, at **our** option, either:

- (a) decline cover under the insurance **policy** for the relevant claim; or
- (b) void this insurance **policy** from its inception or from the date of the relevant claim.

#### D. Licence Checking

**You** must check the driving licence of every driver who will drive the **motor vehicle** and **you** must inform **us** of:

- any convictions noted on the licence
- any Provisional licence
- any licence issued outside the UK/IOM

#### E. Changes in risk

**You** must tell **us** or **your** insurance consultant immediately

- if **you** get an extra car or change **your car** for another one;
- if there is a change in use of **your car** (for example, **you** require business use);

**You** must tell **us** or **your** insurance consultant as soon as reasonably possible if any other circumstances change, for example:

- if **you** or any other **driver** has been convicted of any motoring offence including fixed penalty offences, or has any prosecutions outstanding;
- if **you** or any other **driver** has been involved in any accidents, losses or thefts, regardless of whether a claim was made;
- if **you** or any other **driver** has been convicted of an offence of fraud or dishonesty (e.g. shop lifting, credit card fraud, tax evasion) or have possible prosecutions outstanding;
- if **you** or any other **driver** develops a notifiable health condition or an existing condition worsens. A notifiable health condition is one which must be referred to the DVLA (please refer to the DVLA D100 leaflet or [www.direct.gov.uk/motoring](http://www.direct.gov.uk/motoring) for a full list

of notifiable conditions) or the Isle of Man Government Department of Infrastructure

Examples of notifiable conditions are Epilepsy or insulin controlled Diabetes;

- if the main **driver** of **your car** changes;
- if the registered keeper or owner of **your car** changes;
- if the place where **your car** is usually kept changes;
- if any modifications are made to **your car** (e.g. any changes which may affect **your car's** performance).
- if the number of vehicles in **your** family changes;

This is not a full list. If **you** are not sure whether to report a change, please contact **your** insurance consultant.

**We** may re-assess **your** cover and premium as a result of any important information **you** give **us**.

If **you** do not tell **us** anything which is relevant:

- **your policy** may not be valid; and
- **we** may reject **your** claim.

#### F. Looking after your car

**You** and any other **driver** must do everything reasonably possible to prevent loss or damage and keep **your car** or any **courtesy car** in good condition.

**You** must allow **us** to examine **your car** at all reasonable times.

#### G. Cancelling your policy

**We** may cancel **your policy**. If **we** do this, **we** will write to **you** at **your** last known address. In **our** letter **we** will confirm that all cover will end 7 days after the date on the letter. In these circumstances **you** must return **your certificate of motor insurance** to **us**.

**You** can cancel **your policy**. To do this **you** must write to **us** and return **your certificate of motor insurance**.

If no claim is made or will arise, **we** will give **you** a refund on **your** premium for any remaining period of cover.

If a claim is made or will arise, **we** will not give **you** a refund on **your** premium.

**We** reserve the right to cancel **your policy** in the event that there is a default in instalment payments due under any linked loan agreement. If **you** pay **your** premium monthly, cover under this **policy** will end if **you** do not pay any monthly premium when it is due. In these circumstances **you** must return **your certificate of motor insurance** to **us**. However, **we** will send a letter to **your** last known address and give **you** the opportunity to pay the premium within 7 days.

If **you** cancel **your policy** after an event which may lead to a claim, **you** must pay **us** the rest of **your** premium up until the next renewal date.

## H. Other insurance

If a claim under **your policy** is also covered by other insurance, **we** will only pay **our** share of the claim.

## I. Taking over your rights

If **you** make a claim, **you** must be prepared to take any steps **we** reasonably ask **you** to take to protect **your** rights. **You** must also be prepared to allow **us** to act in **your** name and take any reasonable steps **we** feel are necessary to protect **your** rights.

This may mean that **we** defend or settle the claim in **your** name. If this happens, **we** will pay any costs and expenses involved.

## J. Cover for car sharing

**Your policy** allows **you** or **your partner** to receive a mileage allowance from **your** or **your partner's** employer, or accept payment from passengers in **your car** as part of a car-sharing agreement, as long as:

- **your car** has not been built or adapted to carry more than eight passengers and a driver;
- **you** or **your partner** are not carrying passengers as part of a business of carrying passengers;
- **you** or **your partner** do not make a profit from the total payments **you** or **your partner** receive for a journey;
- **your car** is being used for a purpose included on **your certificate of motor insurance**; and
- the total payments for any mileage allowance **you** or **your partner** receive are within the published guidelines of HM Revenue & Customs.

## K. Our right to reclaim payments

**We** may claim back from **you** any payment which **we** make under **your policy**:

- because of the requirements of any law; and
- which **we** would not have paid if that law had not existed.

## L. Authority to Renew

If **we** are willing to continue providing cover and **we** advise **you** before the **policy's** renewal date of **our** renewal terms, **you** authorise **us** to renew this **policy** and any subsequent **policy** on expiry, in accordance with **our** renewal terms at that time, unless **you** advise **us** otherwise before the renewal date.

### **M. Provision of False Information**

If **you** have knowingly provided us with false information which has affected **our** assessment of any of the following:

- A) **your** eligibility for this insurance **policy**
- B) the terms and conditions applying to **your policy**
- C) **your** insurance premium

**Your policy** may be deemed to be invalid from the date **you** provided **us** with such information and all benefits under this **policy** may be forfeited.

In these circumstances, condition **K. Our Right to Reclaim Payments - [Conditions which apply to your whole policy]** will apply and **you** may be required to repay to us any payment that **we** have been obliged to pay on **your** behalf.

## Section 6

# Exceptions which apply to your whole policy

### A. Use and driving

We will not cover any claim if **your car** is being:

- used for a purpose which is not included on **your certificate of motor insurance**;
- driven by someone or in the care of someone for the purpose of being driven, who is not shown as allowed to drive on **your certificate of motor insurance**;
- driven by someone who does not have a valid licence unless he or she has held one and is not disqualified from getting another one;
- driven by someone who does not meet the conditions of their licence.

This does not apply to claims under **Sections 1** if **your car** is in the care of:

- a garage or similar motor trade organisation for servicing or repair; or
- a hotel or restaurant for the purpose of parking.

### B. Liability which results from an agreement

We do not cover any liability which results only from an agreement **you** have made.

### C. Radioactive contamination

We do not cover any loss, damage, or liability caused by:

- ionising radiation or radioactive contamination from nuclear fuel or nuclear waste from burning nuclear fuel; or
- the radioactive, toxic, explosive or other dangerous properties of explosive nuclear equipment or nuclear parts.

### D. War risks

We do not cover any loss, damage or liability caused by war, riot, revolution or any similar event, except as required under road traffic laws.

### E. Riot and civil unrest

We do not cover incidents caused by riot or civil unrest outside of England, Scotland, Wales, the Isle of Man or the Channel Islands.

This exception does not apply to **Section 2**.

### F. Sonic bangs

We do not cover damage caused by pressure waves from aircraft and other flying objects travelling at or above the speed of sound.

### G. Pollution

We do not cover loss or damage caused by pollution or contamination, unless the pollution or contamination is the direct result of a single incident which happens during the **period of insurance**. To qualify for cover, the incident must be sudden, identifiable, unintended and unexpected.

All pollution caused by one incident will be considered to have happened at the time the incident took place.

This exception does not apply if **we** must provide cover under road traffic laws.

## H. Rallies, competitions, trials and track use

**We** will not cover any claim if **your car** is used:

- in a rally;
- in a competition;
- in a motor trial;
- on a racetrack;
- on a circuit; or
- on a prepared course.

## I. Public authorities

**We** do not cover any loss or damage caused by any government, public or local authority legally removing, keeping or destroying **your car**.

## J. Deliberate Acts

**We** do not cover any loss or damage to **your car** as a result of a deliberate act caused by **you**, **your partner** or anyone insured under this **policy**.

## K. Driving under the influence of drink or drugs

Save to the extent required under the Road Traffic Act **we** do not cover any loss, damage or liability arising from an incident if, as the result of the incident, **you** or anyone insured under the **policy** is convicted of driving whilst under the influence of alcohol or drugs. **We** reserve the right to recover from **you** any amounts which **we** pay before such conviction or which **we** are required to pay.

## Section 7

# Endorsements which apply to your policy

These endorsements apply only if the number set against them appears in your schedule

### Endorsement 1 Exclusion of Driving other cars

(the part of **your policy** booklet amended by this Endorsement is Section 2 – “Liability to Third Parties”)

**We** do not provide any cover under **your policy** for driving any cars other than the **motor vehicle** and therefore Section 2 “Liability to Third Parties”, Sub Section 1A COVER IF YOU ARE DRIVING, Paragraph (11) does not apply

### Endorsement 2 Cancellation of Personal Accident Benefit

(The part of **your policy** booklet amended by this Endorsement is Section 3 “Personal Accident Cover”)

**We** do not provide any cover under **your policy** in respect of Section 3 – “Personal Accident Cover”

### Endorsement 3 Own Damage Excess

(The part of **your policy** booklet amended by this Endorsement is Section 1A-“Loss and Damage”)

In respect of each and every occurrence **you** must pay the **excess** shown in **your schedule** in addition to the **excess** shown against 1a of “what we do not cover” under Section 1A “Loss and Damage” provided that:

- a. If the name of any person or the description of any class of person is shown against this excess, the endorsement only applies while the **motor vehicle** is being driven by or is in the charge of one of these persons
- b. If the registration number of a **motor vehicle** is shown against this **excess**, the endorsement does not apply to Loss or Damage caused by,
  - i. Fire
  - ii. Lightening
  - iii. Explosion
  - iv. Theft
  - v. Breakage of glass in the windscreen and/or windows where this is the only damage to the **motor vehicle** other than scratching to the bodywork resulting from the breakage

### Endorsement 4 Exclusion of Damage Cover for Unnamed Drivers Under 25

(The part of **your policy** booklet amended by this Endorsement is Section 1A – “Loss and Damage”)

**We** do not provide any cover under **your policy** while the **motor vehicle** is being driven by or is in the charge of any person under 25 years of age unless that person is named in **your schedule**

This Endorsement does not apply in respect of:

- a. Loss or Damage caused by Fire, Lightening, Explosion or Theft
- b. Breakage of glass in the windscreen and/or windows where this is the only damage to the **motor vehicle** other than scratching of the bodywork resulting from the breakage

- c. Loss or Damage which occurs while the **motor vehicle** is in the custody of a **defined organisation**

If more than one **motor vehicle** is covered by **your policy** this Endorsement applies to the **motor vehicle** shown in **your schedule** against this Endorsement, together with its **in-car equipment**.

### **Endorsement 5** **Exclusion of Damage Cover for Unnamed Drivers Under 30**

(The part of **your policy** booklet amended by this Endorsement is Section 1A – “Loss and Damage”)

**We** do not provide any cover under **your policy** while the **motor vehicle** is being driven by or is in the charge of any person under 30 years of age unless that person is named in **your schedule**

This Endorsement does not apply in respect of:

- a. Loss or Damage caused by Fire, Lightning, Explosion or Theft
- b. Breakage of glass in the windscreen and/or windows where this is the only damage to the **motor vehicle** other than scratching of the bodywork resulting from the breakage
- c. Loss or Damage which occurs while the **motor vehicle** is in the custody of a **defined organisation**

If more than one **motor vehicle** is covered by **your policy** this Endorsement applies to the **motor vehicle** shown in **your schedule** against this Endorsement, together with its **in-car equipment**

## Section 8

# No claim discount protection

This section only applies if it is listed in **your schedule**.

If **you** have chosen **no claim discount** protection, **we** will not reduce **your no claim discount** unless more than two 'at fault' claims (or if **we** cannot recover full losses from another person's insurer) happen over five **periods of insurance** in a row.

If two or more of these claims happen in the period stated above:

- **we** will reduce **your no claim discount** in line with **our** usual scale for three or more claims;
- this section will no longer apply; and
- **Section 4** will apply.

## Section 9

### Lawcare – definitions

This section only applies if it is listed in **your schedule**. The words listed below have the following meanings in this section only.

#### We, us, our

Intact Insurance Isle of Man Limited and anyone **we** may appoint to act on **our** behalf.

#### Solicitor

The advocate, solicitor or other suitably-qualified person acting for **you**.

#### Motor accident

A motor accident which causes accidental loss of or damage to **your car** or **your** property, or accidental bodily injury to **you**.

#### Legal expenses

Legal fees and other expenses **your** solicitor has reasonably charged **you** (with **our** prior agreement) for any legal proceedings. Also costs which a civil court has ordered **you** to pay or which **we** have agreed to.

#### Legal proceedings

Civil proceedings arising out of a motor accident.

#### Uninsured losses

Expenses or compensation claims (or both) which are not covered by **your policy** but for which **you** have a claim at law against the responsible party.

#### You, your

The policyholder or other person insured to drive **your car** according to the **schedule** and any passenger in **your car**, as long as any passenger making a claim has **your** permission.

#### Your car

The car stated in the **schedule**, any replacement vehicle **we** arrange for **you** while **your car** is being repaired after **you** have claimed under this **policy**, any other vehicle which **your certificate of motor insurance** allows **you** to use in the **British Isles**, or a trailer if **your schedule** shows that **you** have cover for a trailer. The trailer will be covered whether or not it is attached to **your car**.

## Section 9

# Lawcare Part 1 – What we cover

This section only applies if **your schedule** shows that Lawcare cover is in force.

### What we cover

In the event that **you** make a claim under this **policy** in respect of a **motor accident** in which **you** are involved, **we** will try to recover **your uninsured losses** (and cover **legal expenses** to claim those losses) provided **we** and **your solicitor** are of the view that it is more likely than not that **you** will succeed in a claim for those losses.

If **we** have paid for any **legal expenses** and **you** are later awarded repayment of costs in any claim, **we** will be entitled to reimbursement of those costs.

**You** have the right to choose a **solicitor** to act as **your** representative subject to **our** agreement regarding charges.

**We** will appoint the **solicitor** upon **our** standard terms of appointment to act in **your** name and for **your** benefit.

The most **we** will pay for **legal expenses** for all claims that arise from the same **motor accident** is £50,000.

### What we do not cover

**We** do not cover the following:

1. Any claim if **you** tell **us** about the **motor accident** more than 180 days after it happened.
2. Any claim if the **motor accident** happened before cover under this section started.
3. Any **legal expenses** incurred by **you** before **we** agree to appoint a **solicitor** to act for **you**.
4. Any **legal expenses** charged as a result of **your** conduct which may reasonably be considered to hinder **your** claim.
5. Any **legal expenses** if **you** withdraw from the **legal proceedings** without **our** agreement. **We** will be entitled to a refund of any money **we** have paid.
6. Any claim arising from damage to **your car** where such claim is made against **you**.
7. Any expenses for an expert witness, unless **we** have given written approval.
8. Any **legal expenses** which **you** can claim under another insurance **policy**.
9. Any claim arising from a malicious act.
10. Any claim for any **legal expenses** relating to any other person or organisation bringing a claim or counterclaim against **you**.
11. **Legal expenses you** can recover from any other person.

## Section 9

# Lawcare cover Part 2 – Conditions

### A. Controlling of claims

**We** and **your solicitor** will have control of any claim.

**You** must:

- keep **us** informed of any developments relating to **you** or **your** claim as soon as possible after **you** find out about them;
- follow **our** and **your solicitor's** advice;
- not start, defend, stop or withdraw from **legal proceedings** without **our** agreement;
- give **us** and **your solicitor** information and instructions as requested.

**We** may see any information, documents or evidence **you** or **your solicitor** has. **We** will have direct access to **your solicitor** at all times.

If in any **legal proceedings** **your** claim is not successful and **you** want to appeal, **you** must write and tell **us** and **your solicitor** no later than:

- 14 days before the time for making an appeal ends; or
- as soon as possible if the time period during which **you** may make an appeal is 14 days or less.

**We** will cover **your legal expenses** for the appeal if **we**, and **your, solicitor** agree that it is more likely than not that **your** appeal will succeed.

### B. Reasonable prospect of success

**We** will try to recover **your uninsured losses** or pay **your legal expenses** provided **we**, and **your, solicitor** are of the view that it is more likely than not that **your** claim or the **legal proceedings** will mean **you** receive money by way of compensation.

If at any time **we**, or **your, solicitor** think that **your** claim or the **legal proceedings** do not have a reasonable prospect of success, **we** will confirm this in writing to **you**. **We** will tell **you** that **we** will not take any more action or pay any more **legal expenses**, without **our** written agreement, from 28 days after **you** receive the notice.

**You** have a right to continue the claim or **legal proceedings** but this will be at **your** own expense.

### C. Representation

When **you** have told **us** about a claim **we** may:

- investigate the claim; and
- attempt to achieve a fair settlement, using a **solicitor** if **we** think it is necessary.

**You** have the right to choose a **solicitor** to act as **your** representative. If **you** exercise **your** right to choose a **solicitor** **you** must not agree charges without **our** consent. **We** will appoint the **solicitor** upon **our** standard terms to act in **your** name and for **your** benefit.

**We**, or **you**, may refer any disagreement about **your** choice of the **solicitor** to arbitration under the arbitration condition of this section.

## D. Legal expenses

The amount of **legal expenses we** will pay will be assessed under the same principles as applied by the courts when assessing costs to be paid by one person to another on the standard basis in the relevant jurisdiction.

- These are defined in the Rules of the High Court of Justice of the Isle of Man 2009 Part 11
- In England and Wales under Order 62 of the Rules of the Supreme Court (from time to time), under Order 38 of the County Courts Act 1984 and under the Civil Procedures Rules 1998.
- If the claim falls under the law of Scotland, the claims for costs and expenses will be restricted to amounts allowed in Sheriff Court defended actions under Chapter II (in Ordinary proceedings) or under Chapter IV (in Summary Cause proceedings) of the Act of Sederunt (Fees of Solicitors in the Sheriff Court) (Amendment and Further Provisions) 1993.

**You or your solicitor** must send all accounts for **legal expenses to us** as soon as possible after **you** receive them.

**We** may ask **your solicitor** to have the **legal expenses** assessed (detailed or summary), taxed or audited.

The **legal expenses** that **we** will pay will not be affected by any agreement, or promise made by **you** to any **solicitor** or other person unless **we** have approved it in writing.

## E. Settlement offers

**You** must tell **us** as soon as possible of any offer to settle the claim (this includes any payment into court).

**You or your solicitor** must not accept or make any offer to settle the claim if this would mean **we** have to pay **legal expenses**, unless **you** have **our** agreement. **We** will not withhold **our** agreement unreasonably.

If **we or your solicitor** are of the view that any offer to settle the claim should be accepted, but **you** do not accept such offer and the amount of the offer is equal to or greater than the total damages which **you** are eventually awarded, **we** will not pay for any further **legal expenses** from the date of the offer.

## F. Options to pay

**We** may decide to pay **your** claim for compensation instead of continuing **your** claim or **legal proceedings**.

## G. Conflict of interest

If at any time during the course of the claim, **we** become aware of any possible conflict of interest, **we** will:

- tell **you** about it in writing; and
- give **you** the right to choose a **solicitor**.

## H. Arbitration

**You** have the right to refer any disagreement **you** have with **us** to arbitration. **We** also have the same right.

The arbitrator will be a **solicitor** or barrister **we** and **you** agree on. If **we** and **you** cannot agree, the President of a suitable lawyers' organisation will be asked to choose one. Whoever loses the arbitration will pay all the costs and expenses of the arbitration. If the arbitrator decides in **our** favour, **you** cannot recover the costs of the arbitration under this section.

**We** will write to **you** telling **you** of this right if **we** disagree about anything. **You** must write and tell **us** if **you** want to take up this option.

Using the arbitration procedure does not prevent **you** from referring the matter to the Financial Ombudsman Service or the right to appeal against the arbitrator's decision in a court of law.

### **I. Cancellation**

**You** may cancel this section of the **policy** at any time. **We** will refund the appropriate proportion of **your** premium worked out from either the date **you** contact **us**, or a future date from which **you** would like this section of **your policy** cancelled.

**We** may cancel this section of the **policy** if **we** send **you** a letter giving **you** 7 days' notice, to **your** last known address. **We** will then refund the appropriate proportion of the premium.

## Section 10 Replacement locks

This section only applies if comprehensive of Third Party Fire and Theft cover is in force.

### What we cover

**We** cover theft of **your car key(s)**.

**We** will settle the claim by paying to replace the appropriate locks or locking mechanism provided that the identity or location of **your car** is known to any person who may have the **keys**.

### What we do not cover

Any **excess** applicable to the **motor vehicle**.

# How we will settle a claim under sections 1, 2 and 3

## A. The maximum amounts we will cover

We will provide cover up to the following amounts.

1. For **your car**, either;
  - a) the **market value**; or
  - b) the cost of a replacement new car (**Section 1A ii**).
2. For **in-car equipment** – if the equipment has been fitted as standard by **your car's** manufacturer, **we** consider it to be part of **your car** and so no separate limit applies. Otherwise, **we** will pay up to £750.
3. For **your car's accessories** and spare parts – the manufacturer's last published retail price. **We** will also provide cover for any child safety seats which are fitted to **your car** at the time of an incident, even if there is no apparent damage.
4. For any trailer – the amount shown on **your schedule**.
5. For emergency accommodation – up to £250 for **you** and any passengers.

## B. How we will settle your claim

If the loss or damage is covered under **your policy**, **we** will settle **your** claim as explained below.

### 1. Your car and trailer

If **your car** is lost or damaged **we**:

- may choose to repair the damage or pay the amount of loss or damage.
- **We** may decide to use suitable parts or **accessories** which are not supplied by the original manufacturer.

- If **your car** is lost and never found, or if in **our** view, it cannot be repaired for a reasonable cost, **we** will pay either:
  - a) the **market value**; or
  - b) the cost of a replacement new car (**Section 1A ii**).
- **We** will deal with a claim for loss or damage to a trailer in the same way, as long as cover for the trailer is shown on **your schedule**.

### 2. In-car equipment, the windscreen, windows and glass sunroof

If the **in-car equipment**, windscreen, windows or glass sunroof are lost or damaged, **we** will:

- pay for the damage to be repaired (if repairs can be made for a reasonable cost); or
- if repairs cannot be made for a reasonable cost, or if the item is lost and never found, **we** will arrange replacement with property of similar quality and value.

### 3. Courtesy Car

If a **courtesy car** is lost or damaged, **we** will settle the claim with the repairer or **courtesy car** supplier under the terms of **your policy** and under any agreement **you** have with the repairer, hire car supplier or **us** relating to the **courtesy car**.

Any claim for loss or damage to a **loan car** will affect **your no claim discount** as if **you** were claiming for loss or damage to **your car**. Any **excess** which would apply to **your car** if **you** had comprehensive cover will also apply to a **courtesy car**.

### C. Hiring and other agreements

If **we** know **you** are paying for **your car** by hire purchase or under a leasing agreement then **we** will do either of the following:

- If **we** are paying the cost of replacing the **car**, **we** will pay the proceeds of the claim to the company to which **you** are liable under the hire purchase agreement or from which **you** are leasing **your car**. If **you** owe under the hire purchase or lease agreement an amount less than the proceeds of **your** claim, **we** will pay **you** the difference
- If **we** replace the **car**, **we** must have the permission of the company from which **you** are buying or leasing **your car** to do so.

# What to do after an accident

## What to do immediately after the accident

1. People are more important than property, so your first priority should be to check whether anyone is injured and look after them. Call for medical help if necessary.
2. If anyone is injured, you must show your certificate of motor insurance to the police or to anyone who has a good reason for seeing it. If you can't do this at the scene, you must report the accident to the police within 24 hours and produce your certificate of motor insurance then.
3. If your car or anything in it is stolen, you should report the incident to the police as soon as possible.
4. Always stop if you are involved in an accident and exchange:
  - names and addresses (including those of any witnesses);
  - details of insurance companies (including policy numbers if known); and
  - vehicle registration numbers.
5. Do not admit you are to blame or offer any payment. It could make it more difficult for us to handle your claim and may affect your rights.
6. Draw a diagram of the accident scene. This should include:
  - the position of the cars 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 (for example speeds and distances involved, and weather conditions).

7. If you receive any letters or documents about the accident, please do not answer them and forward them in to us as soon as possible.
8. Remember that we or your insurance consultant are there to help you if you need to make a claim.

## Notifying a claim

You should initially notify us of your claim by phone if your car is stolen or damaged following an incident which is insured under your policy.

Telephone our Claims Team on 01624 645900

Our team of experts will move into top gear to get you back on the road, or get repairs done as quickly as possible. If we decide that we need an Accident or Theft Report form we will send one which you should complete and return to us as soon as possible.

Ideally when you call you will provide:

- Name, address and contact phone number(s) for you, and the driver of your car if different. We will ask for information about convictions so please have any driving licence(s) ready when you call.
- Personal details necessary to confirm your identity.
- Your policy number.
- Information about your car and any damage it sustained.

- Details of the accident or claim circumstances (when, where and how it happened).
- Details of any witnesses and the Police or any other emergency service that was called.
- Details of the other party or parties involved, including information about damage to their car or property and any injuries that anybody might have sustained.
- Where appropriate, your thoughts on who was to blame for the accident.

We may also request additional information (e.g. a sketch plan). Sometimes we may wish to meet with you or undertake further investigations, but we will advise you about that when you call to report the incident. Claims conditions require you to provide us with any reasonable assistance or evidence that we require.

### Car repairs

We take pride in the claims service we offer to our customers. Where your policy provides cover for damage to your car we have a network of recommended repairers who will collect and redeliver your car. Where provided for under your policy, they will also provide a courtesy car to keep you mobile. The repair process will commence immediately your car arrives on their premises. To ensure there is no effect on any existing warranty you may have they provide a lifetime guarantee on all repairs.

Where you choose not to use one of our recommended repairers we will arrange for your damaged car to be examined by a motor engineers to agree the repair cost with your nominated repairer. The inspection should happen within 2 working days of you providing repair details to us.

### If your car is stolen or not fit to drive

If you have comprehensive or third party fire and theft cover, we will arrange for you to have a hire car for up to 48 hours straight after the incident. We will pay for this.

If you have comprehensive cover and your car is at one of our recommended repairers, they will give you a courtesy car while yours is being repaired. We will pay for this. However, you will not get a courtesy car if you have third party fire and theft or third party only cover, if your car is stolen and not recovered or if your car is damaged beyond economical repair.

### If your car is damaged but roadworthy

Our recommended repairers have been carefully selected to give you a fast, reliable and professional service. By using them you will also benefit from:

- our authority to start repairs as long as your car is economical to repair;
- collection and return of your car;
- cleaning of your car before it is returned to you; and
- a lifetime guarantee on all repairs.

We will pay for the above benefits.

If you have comprehensive cover and your car is at one of our recommended repairers, they will give you a courtesy car while yours is being repaired. We will pay for this. However, you will not get a courtesy car if you have third party fire and theft or third party only cover, and your car is damaged beyond economical repair.

If you choose any other vehicle repairer, it will not affect your right to claim. However, we may not be able to arrange any of the above benefits or automatically insure any replacement car for you.

### If you have uninsured losses

Even if a claim is covered under your policy, you could still be out of pocket for expenses such as:

- your policy excess;
- the cost of alternative transport; and
- loss of earnings.

If Section 9 'Lawcare' is listed in your schedule, contact us or your insurance consultant. We will make all reasonable efforts on your behalf to get back uninsured losses following an accident which is not your fault.

### If you need legal advice

If you need legal advice, we offer a free legal advice service. You will have to pay for the cost of the call. Our team of qualified legal advisers can give you free, confidential advice on motoring matters.

Here are some examples of the help they can give you.

- They can provide legal advice after an accident. For example, if you do not have our Lawcare cover then they can advise you on what to do if you want to make a claim against another person. However they will not contact other people, make claims or carry out legal proceedings on your behalf - you need our Lawcare cover for that.
- They can provide legal advice on consumer issues which relate to motoring. For example, they can tell you about your rights if you are unhappy with a car which you have bought.
- They can provide you with legal advice if you are facing prosecution for driving or parking offences.

This service is confidential, and you can stay anonymous if you want.

To use it, call 01455 255116 and ask to speak to a legal adviser. Please quote code 70025, together with the renewal date on your current certificate of motor insurance.

### If you need someone to talk to

If you need someone to talk to after an accident, we offer a free counselling service. You will have to pay for the cost of the call. This is available for you and members of your immediate family and is for motoring matters only. Our experienced, qualified counsellors can help you when you need it most. Here are some examples of the help they can give you.

- They can help you come to terms with trauma after an accident.
- They can help you come to terms with injuries, disability and bereavement.
- They can offer you victim support (for example, if your car is stolen).
- They can even offer counselling for stress which has been caused by motoring.

This service is confidential, and you can stay anonymous if you want.

To use it, call 01455 255116 and ask to speak to a counsellor. Please quote code 70025, together with the renewal date on your current certificate of motor insurance.

# What you should do if you want to take your car abroad

## Important guidelines when travelling abroad

See also **Section 3D Foreign use** on page 20.

**Your policy** provides free foreign use cover for countries defined in the **territorial limits**.

If the length of any visit is greater than 60 days, **you** must tell **us** before **you** take **your car** abroad. **You** will have to pay an extra premium to extend **your** cover.

As it is no longer necessary for a Green Card to be issued for a visit to any of the countries defined in the territorial limits, we no longer issue them. **We** will not provide cover for any countries outside of the territorial limits.

**Your policy** also provides cover during the **period of insurance**, under **Section 2 Legal liability to others, D. Cover Abroad**, while **your car** is in a country defined by that Section. This will only provide cover for Third Party personal injury and limited Third Party property damage caused by **you** or any insured driver whilst using or driving **your car**.

Take the following insurance documents when **you** travel abroad:

1. **Your certificate of motor insurance.**
2. The European accident statement.

In addition, check the requirements for using a vehicle in the countries **you** are visiting. These can be obtained from the Foreign and Commonwealth Office. ([www.fco.gov.uk](http://www.fco.gov.uk))

**You** may also find it helpful to have this **policy** booklet with **you** for the advice and information given below.

If **you** have an accident abroad, follow the procedure below.

1. Report the accident to the police if anybody involved in the incident is injured or if there is a disagreement with the other driver. Get details of the police team that attended the scene or who the accident was reported to.
2. Give **your** name and address, and **our** name and address to the other party and produce **your certificate of motor insurance**.
3. Get the name and address of the other driver, details of their motor insurer (including policy number) and information about the registration and ownership of the other vehicles involved.
4. Call **our** Claims Team as soon as possible.
5. Never make any statement or sign any document (other than the European accident statement) without the advice of a lawyer or competent official. Do not sign the European accident statement, particularly if written in a foreign language, before **you** are certain that **you** understand and agree with every word.
6. If **you** have a camera, take photographs showing the layout of the scene and positions of the vehicles from various angles.

7. Use **your** European accident statement (the various linguistic editions of this form are identical throughout Europe) and be sure to get the following details:
- The make, registration number and colour of the other vehicle and whether it is right or left-hand drive. If the Third party vehicle is a lorry obtain the number of both the cab and trailer units. In some countries these have different registration numbers
  - The full names, addresses and occupations of independent witnesses.
  - The date, time and exact place of the accident.
  - The speeds of **your** own and the other vehicle.
  - Signals given by **you** and the other driver.
  - Weather and road conditions.
  - Names and addresses of people injured and details of those injuries.
  - Details of damage to **your** own and other vehicles.

If **you** do not have a European accident statement, collect the following information:

1. Date, time and place of the accident
2. Other vehicle's details
3. Registration number
4. Country of registration
5. Policy number of the insurance
6. Green card number
7. Name and address of the insurer
8. Surname, first name and address of the driver
9. Accident circumstances including details of damage to vehicles and injuries to any people involved
10. Sketch the scene and the position of the vehicles (include road markings where possible)

## Complaints procedure

We aim to give our customers a high standard of service at all times.

In 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:

Email 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.



# Customer Privacy Notice

Your privacy is important to us and we are committed to keeping it protected. We have created this Customer 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, part 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?

As an insurer, we need your personal 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 if you have agreed, to send you news and offers related to our products and services.

We need to use your information to create a quote for you, allowing you to buy insurance products from us. When buying a product from us, you'll also need to provide us with details about the items you wish to be covered by the insurance (e.g. car make and model, your home).

We may need to check information you have submitted with external companies/ organisations (e.g. the DVLA, the Motor Insurance Database, credit reference agencies and criminal conviction checks.) When buying certain products, sometimes we will ask for special categories of personal data (e.g. driving offences for motor insurance, medical records in case of injury).

Once you become a customer, we'll need to take your payment details to set up your cover. This could be direct debit, credit or debit card information. To service your policy, we might contact you via our website, emails, telephone calls or post. When using these services we might record additional information, such as passwords, online identifiers and call recordings.

For some of our products, we may collect information through smart sensors to assess your insurance needs (e.g. a black box installed in your vehicle when you buy a telematics driving product, which collects and uses geo-location and driving behaviour data).

If you need to claim against your insurance policy, we will need to collect information about 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”.
- For marketing, you will always be given a choice over the use of your data.
- **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 Insurance Isle of Man Limited 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.

### **Which decisions made about you will be automated?**

Before we can offer you an insurance product or service, we may need to conduct the following activities, which involve automated (computer based) decision-making:

- **Pricing and Underwriting** – this process calculates the insurance risks based on the information that you have supplied. This will be used to calculate the premium you will have to pay.
- **Credit Referencing** – using the information given, calculations are performed to evaluate your credit rating. This rating will help us to evaluate your ability to pay for the quoted products and services.
- **Smart Sensor Data Analytics** – an insurance product that collects your information using smart sensors (e.g. in car black box) to calculate your insurance risk (e.g. driving score). This may then be used to determine your policy rewards (e.g. cash back for safe driving) and to calculate your policy renewal premium.
- **Automated Claims** – some small claims may qualify for automated processing, which will check the information you provide, resulting in a settlement or rejection of your claim.

The results of these automated decision-making processes may limit the products and services we can offer you. If you do not agree with the result, you have the right to request that we perform a manual reassessment using the same information that you originally provided. If you wish to do so 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.

### **Will you be contacted for marketing purposes?**

If you have agreed, we might contact you by post, email, phone and text message to let you know about offers and services we think you'll like. The messages may be personalised using information you have previously provided us.

You can ask us to stop contacting you for marketing purposes at any point.

We will only contact you for marketing purposes if we collected your information directly, except when authorised and instructed by the third-party acting on your behalf.

We may use the information which we collect about you to show you relevant advertising on third-party websites (e.g. Facebook, and Google). This could involve showing you an advertising message where through the use of cookies, we know you have browsed our products and services. If you don't want to be shown targeted advertising messages from us, you can change the advertising setting on some third-party sites and some browsers to block our adverts.

### **Your information is incorrect what should you do?**

If you hold a product or service with us and think that the information we hold about you is incorrect or incomplete, please contact us and we will be happy to update it for you.

### **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 have 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

Website: <https://www.inforights.im/contact-us/>

Tel: +44 1624 693260

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