

# Fleetshield

## Policy

### **Your FleetShield Policy**

This Policy is a contract between the Policyholder and Intact Insurance Isle of Man Limited (herein called the Insurer).

This Policy and any Policy Schedule, Endorsements, Clauses and Certificate of Motor Insurance should be read as if they are one document.

The Insurer's acceptance of this risk and the premium calculated is based on the information presented to the Insurer being a fair presentation of the risk to be insured by the Policyholder including any unusual or special circumstances which increase the risk and any particular concerns which the Policyholder may have about their risk and the cover required.

Any reference to the singular will include the plural or vice versa.

Any reference to any statute or statutory instrument will include any modifications or re-enactment thereto.

Any heading in this Policy is for ease of reference only and does not affect its interpretation.

The Insurer will provide the insurance described in this Policy (subject to the terms set out herein) within the Territorial Limits for the Period of Insurance shown in the Policy Schedule and any subsequent period for which the Policyholder shall pay and the Insurer shall agree to accept the premium.

This Policy is underwritten by Intact Insurance Isle of Man Limited

# Contents

Section	Page
<b>Definitions</b>	<b>4</b>
<b>Insurance Provided</b>	<b>6</b>
<b>Section 1 - Loss or Damage to the Insured Vehicle</b>	<b>7</b>
<b>Section 2 - Liability to Third Parties</b>	<b>9</b>
<b>Section 3 – Trailers</b>	<b>11</b>
<b>Section 4 - Special Provisions</b>	<b>12</b>
<b>Section 5 - General Exclusions</b>	<b>13</b>
<b>Section 6 – General Conditions</b>	<b>14</b>
<b>Section 7 - Endorsements</b>	<b>16</b>
<b>Section 8 - Replacement Vehicles</b>	<b>17</b>
<b>Section 9 – Legal Expenses for Uninsured Loss Recovery</b>	<b>18</b>
<b>Complaints Procedure</b>	<b>21</b>
<b>Guidance When Making a Claim</b>	<b>22</b>
<b>Commercial Privacy Notice</b>	<b>23</b>

## Definitions

The words defined below, will have the same meaning wherever they appear in the Policy if they commence with a capital letter.

### Accessories

shall mean:

- a) audio, multimedia, communications or navigation equipment, permanently fitted to the Insured Vehicle and have no independent power source.
- b) wagon sheets, tarpaulins and safety equipment for use solely in connection with the Insured Vehicle.
- c) manufacturer's tool kit.
- d) child safety seats.

### Agricultural Vehicle

shall mean an Insured Vehicle which is:

- a) a tractor, or
- b) a self-propelled implement, or
- c) a motor vehicle which is exempt from or does not require Vehicle Excise Duty

used solely for agricultural or forestry purposes.

### Certificate of Motor Insurance

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

The Certificate of Motor Insurance

- a) has the same number as the Policy,
- b) shows who may drive the Insured Vehicle,
- c) shows the uses to which the Insured Vehicle can be put and
- d) shows the uses to which the Insured Vehicle cannot be put.

### Endorsement

shall mean an amendment to the Policy and is shown in the Policy Schedule.

### Excess

shall mean the first amount payable in respect of any claim for loss or damage to the Insured Vehicle and applies to each individual Insured Vehicle.

### Goods Carrying Vehicle

shall mean any motor vehicle constructed and used for the carriage of goods which is not an Agricultural Vehicle.

### Hire Car

shall mean any passenger carrying motor vehicle with not more than eight passenger seats and licensed for the carriage of passengers for hire or reward.

### Insured

shall mean for the purposes of Section 9 of this Policy, the firm, company or individual, named in the Policy Schedule, any of their employees, directors or partners and any person authorised to drive or be a passenger in or on an Insured Vehicle, other than passengers in a Mini Bus, Motor Coach or Hire Car.

### Insured Vehicle

shall mean any motor vehicle registered in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands (including its Accessories and spare parts while thereon or if the vehicle is a Motor Car while in the private garage of the Policyholder or their employee):

- a) mentioned by Description of Vehicles or Registration Number in the Certificate of Motor Insurance.
- b) mentioned by Description of Vehicles or Registration Number in the Policy Schedule.
- c) any motor vehicle which is carrying in the manner prescribed by law a Trade Plate bearing one of the Trade Plate registration numbers notified to the Insurers.

For the purposes of Section 8 of this Policy the expression 'any motor vehicle' above is replaced by 'any Motor Car or Goods Carrying Vehicle with a gross vehicle weight not exceeding 3.5 tonnes.

### Insurers

shall mean Intact Insurance Isle of Man Limited.

### Legal Expenses

shall mean for the purposes of Section 9 legal fees, costs and other expenses, reasonably and properly incurred with the prior agreement of the Service Provider or the Insurer

- a) which the Legal Representative charges in connection with the bringing of a claim for Uninsured Losses.
- b) in any Legal Proceedings, costs which the Insured is required to pay by order of a court or by agreement with the Service Provider or the Insurer.

### Legal Proceedings

shall mean for the purposes of Section 9 civil proceedings arising from the use of the Insured Vehicle by the Insured following a Motor Accident within the Territorial Limits.

### Legal Representative

shall mean for the purposes of Section 9 an advocate or solicitor or suitably qualified person or firm appointed to act for the Insured in respect of a Motor Accident.

## Minibus

shall mean any passenger carrying motor vehicle with more than eight but not more than sixteen passenger seats.

## Motor Accident

shall mean for the purposes of Section 9 an accident which occurs when the Insured is using an Insured Vehicle during the Period of Insurance and within the Territorial Limits and which gives rise to Uninsured Losses.

## Motor Car

shall mean any private passenger carrying motor vehicle with not more than eight passenger seats and not more specifically defined Definition.

## Motor Coach

shall mean any passenger carrying motor vehicle constructed and licenced to carry more than sixteen passengers.

## Motor Cycle

shall mean any mechanically propelled:

- a) two wheeled vehicle, or
- b) three wheeled vehicle having two wheels on one axle where the centres of the points of contact of such wheels and the road are less than 46 centimetres apart

with or without a sidecar or Trailer attached and not being an invalid carriage.

## Period of Insurance

shall mean:

- a) the duration of the Policy as shown on the Certificate of Motor Insurance and any Policy Schedule, and
- b) any subsequent period for which the Insurers may accept payment of the premium for the renewal of this Policy.

## Policy

shall mean the documents consisting of:

- a) this policy document,
- b) the Policy Schedule and any subsequent replacement Policy Schedule,
- c) the Certificate of Motor Insurance, and
- d) any Endorsements.

## Policy Schedule

shall mean the document which describes any details specific to the Policyholder and details of the cover provided.

## Policyholder

shall mean whoever is named in the Policy Schedule under the heading Policyholder.

## Pollution and Contamination

shall mean actual, alleged or threatened, release, discharge, escape or dispersal, of any solid, liquid, gaseous or thermal irritation contaminant including smoke, vapour, soot, fumes, acids, alkalis, chemical or waste (including materials to be recycled reconditioned or reclaimed).

## Reasonable Prospects

shall mean for the purposes of Section 9, fifty one per cent (51%) or more prospects of successfully receiving money, by way of compensation, in relation to a Motor Accident which was not the fault of the Insured.

## Service Provider

shall mean a third party service provider approved by the Insurer for the provision of a service to recover Uninsured Losses.

## Special Type

shall mean any motor vehicle constructed to operate primarily as a tool and not designed for the carriage of goods or passengers and not more specifically defined.

## Territorial Limits

shall mean:

- a) Great Britain, Northern Ireland, the Isle of Man or the Channel Islands,
- b) any other member country of the European Union,
- c) Andorra, Iceland, Norway, Serbia, Switzerland or Liechtenstein,
- d) any other country for which the Insurers agree to provide cover following a request by the Policyholder but only for the period agreed by the Insurers and for which a green card has been issued,

and in the course of transit (including processes of loading and unloading) by water between any ports therein, provided that such transit shall be by any commercial carrier for a duration of not longer than 65 hours under normal conditions.

## Terrorism

shall mean acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of HM Government in the United Kingdom or any legitimate government whether or not legally established.

## Trade Plate

shall mean any trade plate issued in accordance with the Regulations applicable to trade licences.

## Trailer

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

## Uninsured Losses

shall mean for the purposes of Section 9, bodily injury, death, costs, expenses or other losses sustained by the Insured and which are not covered by any other section of this Policy but for which a claim arises at law against the responsible party following a Motor Accident which was not the fault of the Insured.

## Vehicle Keys

shall mean any device used for starting the Insured Vehicle or using its locks or immobiliser.

## Insurance Provided

The Insurer will provide insurance within the Territorial Limits for,

- a) the Period of Insurance,
- b) classes of vehicles and
- c) the type of cover,

shown in the Policy Schedule.

The Sections of the Policy applicable to each type of cover are as follows:

### Comprehensive

Sections 1 to 7 inclusive

Section 8

Section 9

### Third Party Fire and Theft

Section 1 but only in respect of loss or damage caused by fire, lightning, explosion, theft, attempted theft or the taking away of the Insured Vehicle without the consent of the Policyholder

Sections 2 to 7 inclusive

Section 8

Section 9

### Third Party Only

Sections 2 to 7 inclusive

Section 9

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

### A Cover

#### 1 Comprehensive Cover

If the Insured Vehicle is lost or damaged, the Insurers will indemnify the Policyholder by at their own option, repairing or replacing the Insured Vehicle or paying the amount of the loss or damage.

The Insurers liability in respect of the Insured Vehicle shall not exceed the market value immediately prior to such loss or damage or the Policyholder's estimate of value notified to the Insurers, whichever is the lesser.

The Insurers may use suitable parts not supplied by the original manufacturer.

#### 2 New Vehicle Cover

If within one year of first registration as new, any Insured Vehicle is:

- a) stolen and not recovered, or
- b) damaged to the extent that the cost of repairs will exceed 50% of the manufacturer's recommended retail price plus taxes, immediately prior to such damage, and the claim is settled as a total loss,

the Insurers will, in respect of:

- i) a Motor Car or a Goods Carrying Vehicle not greater than 3.5 ton gross vehicle weight, owned and purchased as new by the Policyholder, pay for or provide a new replacement vehicle of the same make and model, if such a replacement is available.
- ii) a Motor Car or a Goods Carrying Vehicle not greater than 3.5 ton gross vehicle weight, held by the Policyholder from new, under a hire purchase, leasing or contract hire agreement, pay the market value immediately prior to such total loss or the cost to settle the outstanding hire or lease amount whichever is greater.
- iii) any vehicles other than stated in i) or ii) above, pay up to a maximum amount of £10,000 above the Insured Vehicle's market value, immediately prior to such loss or damage.

Provided that

- 1) the Policyholder requests it,
- 2) any other interested party known to the Insurers consents.

The Insurers will be entitled to take possession and ownership of the lost or damaged Insured Vehicle.

#### 3 Loss or Theft of Keys

If the Vehicle Keys are lost or stolen the Insurers will pay for the cost of replacing:

- a) the affected locks,
- b) the lock transmitter and central locking interface, or
- c) re-coding any alarm or immobiliser system used in connection

with the Insured Vehicle.

### B Extensions

#### 1 Service, Repair or Parking

While the Insured Vehicle is in the custody or control of, a member of the motor trade for maintenance or repair, an hotel or restaurant car park or similar commercial organisation for parking, the following shall be inoperative:

- a) Exclusion 1 of this Section.
- b) General Exclusions A a) and A c) of Section 5.

#### 2 Recovery and Redelivery

Following loss or damage insured by this Policy the Insurers will pay the reasonable cost of:

- a) protection and removal of the Insured Vehicle if disabled, to the nearest competent repairers,
- b) delivery after repair or after recovery of the Insured Vehicle to the Policyholder's address, in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

#### 3 Hiring and other Agreements

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

#### 4 Authority to Repair the Insured Vehicle

Following damage insured by this Policy, the Policyholder may authorise reasonable and necessary repairs to the Insured Vehicle, provided that the Insurers are notified without undue delay.

#### 5 Incorrect Fuelling

If the fuel tank of the Insured Vehicle is accidentally filled with the incorrect fuel, the Insurer will pay the costs of:

- a) draining the incorrect fuel and cleansing the fuel tank,
- b) rectifying any subsequent damage, inadvertently, caused to the Insured Vehicle through it being driven or moved

Provided that the Insurers shall not be liable for reimbursing the cost of:

- i) the incorrect fuel, or
- ii) for damage caused by the driving of the Insured Vehicle by anyone having knowledge that it had been incorrectly fuelled.

## C Exclusions to Section 1

The Insurers shall not be liable for:

- 1 the Excess stated below of any claim for loss or damage while the Insured Vehicle is being driven by or is in the charge of any person who:
  - a) is under 21 years of age £300
  - b) is under 25 but not under 21 years of age £200
  - c) is 25 years of age or over and £200
    - i) holds a provisional licence or
    - ii) has held a full licence for less than 12 months to drive a vehicle of the same class as the Insured Vehicle.
  - d) does not hold a licence but is driving in circumstances where a licence is not required by law £200

The Excess above shall be in addition to any other Excess shown in the Policy

This Exclusion shall not apply to loss or damage

- i) caused by fire, lightning, explosion, theft or attempted theft or the taking away of an Insured Vehicle without the consent of the Policyholder.
  - ii) to the windscreen or windows where this is the only damage to the Insured Vehicle other than scratching of bodywork resulting from the breakage.
  - iii) where the Insured Vehicle is an Agricultural Vehicle.
- 2 Loss or damage due to theft, attempted theft or taking without consent if the Insured Vehicle is:
    - a) left unlocked and unattended.
    - b) left unattended and the Vehicle Keys are left in, on or about the Insured Vehicle.
  - 3 loss of use.
  - 4 loss of value following repair or depreciation.
  - 5 any wear, tear or general maintenance.
  - 6 loss or damage caused by mechanical, electrical electronic or computer breakdowns, breakages or failures.
  - 7 loss arising from deception by a purported purchaser or his agent.
  - 8 damage to tyres caused by, application of brakes or, punctures, cuts or bursts.
  - 9 loss or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
  - 10 loss or damage caused by any government, public or local authority, legally removing, keeping or destroying the Insured Vehicle.



## Section 2 - Liability to Third Parties

### A Cover

#### Sub-Section 1 - Indemnity to Policyholder

The Insurers will indemnify the Policyholder in respect of legal liability, including claimant's costs and expenses, for accidental

- a) death of or bodily injury to any person,
- b) loss or damage to third party property, provided that the Insurers' liability shall not exceed the amount shown in the Policy Schedule or such greater sum as may be legally required to be insured, under laws of the country in which the insured event occurs, in respect of, any one claim or number of claims arising from one cause,
- c) stoppage of or interference with pedestrian vehicular rail air or waterborne traffic or escape or discharge of any substance or gas up to a limit of £1,000,000 any one claim or number of claims arising from one cause,

in connection with the use of the Insured Vehicle and any attached Trailer including loading or unloading.

In respect of any event which may be the subject of indemnity under this Sub-Section, the Insurers will in addition, pay with their written consent;

- i) solicitors' fees for representation at any coroner's inquest or fatal inquiry or court of summary jurisdiction.
- ii) the costs of defence against a charge of manslaughter or causing death by dangerous or careless driving.
- iii) costs of defence against any criminal proceedings, including costs of prosecution, awarded against the Policyholder for an offence of corporate manslaughter or corporate homicide or a breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 as amended from time to time.
- iv) costs of any appeals if there is a reasonable prospect of success
- v) other reasonable and necessary costs and expenses incurred

The Insurers shall not pay for

- 1) proceedings arising from any deliberate or intentional, criminal act or omission.
- 2) fines or penalties of any kind.
- 3) if the Policyholder is entitled to indemnity for defence costs under any other insurance policy.

#### Sub-Section 2 - Other Persons Entitled to Indemnity

The Insurers will also indemnify in the terms of Sub-Section 1,

- a) any person permitted to drive the Insured Vehicle under the terms of the Certificate of Motor Insurance.
- b) any person using but not driving the Insured Vehicle for social, domestic and pleasure purposes, with the Policyholder's permission.
- c) any passenger in or getting into or out of the Insured Vehicle other than the driver.

- d) i) any principal with whom the Policyholder has an agreement.
- ii) any hirer of the Insured Vehicle other than under a hire purchase agreement and provided the Insured Vehicle is being used in accordance with the terms of the certificate.

Provided that the Insurers shall not be liable in respect of liability arising from the act, default or neglect of the principal or the hirer or his servant or agent.

- e) the legal personal representatives of any person entitled to indemnity under this Section in respect of liability incurred by that person.
- f) at the request of the Policyholder any director or employee of the Policyholder.

#### Sub-Section 3 - Cross Liabilities

If the Policyholder comprises more than one party, the Insurers will indemnify each in the terms of this Policy against liability incurred to the other as if a separate policy had been issued to each.

#### Sub-Section 4 - Unauthorised Movement of Third Party Vehicles

The Insurers will provide indemnity in the terms of this Section, in respect of, an accident caused by or through or in connection with any motor vehicle not the property of, nor hired, leased or loaned under a hire purchase, vehicle leasing agreement or other agreement to the Policyholder, moved by a person in the Policyholder's employ to facilitate the passage of an Insured Vehicle described in the Policy Schedule.

Exclusions f) and g) to Section 2 do not apply to this Sub-Section.

#### Sub-Section 5 - Contingency Cover

The Insurers will indemnify the Policyholder and no other person in the terms of Sub-Section 1 of this Section while any motor vehicle not the property of, nor provided by the Policyholder is being used in connection with the Policyholder's business by any person in the Policyholder's employ but the Insurers shall not be liable

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

#### Sub-Section 6 - Towing Disabled Vehicles

The Insurers will provide indemnity in the terms of this Section while the Insured Vehicle is being used for the purpose of towing one disabled mechanically-propelled vehicle providing that

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

### Sub-Section 7 – Maximum Amount Payable

The total amount payable by the Insurers under this Section, and any Sub Sections, in respect of, any one claim or number of claims arising from one cause, irrespective of the number of parties insured by this Policy, shall not exceed in the aggregate any stated Limits of Liability shown in the Policy Schedule.

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

## B Exclusions to Section 2

The Insurers shall not be liable

- a) for liability arising from the loading or unloading beyond the limits of any carriageway or thoroughfare, by any person other than the driver or attendant of the Insured Vehicle.
- b) for death of or bodily injury to any person, arising from, and in the course of, such person's employment by the person claiming indemnity under this Section, except as is required by any road traffic legislation.
- c) to indemnify any person driving unless that person holds a valid licence to drive the Insured Vehicle or has held and is not disqualified from, holding or obtaining such a licence.
- d) to indemnify any person not driving but claiming indemnity if to his knowledge, the person driving does not hold a valid licence to drive the Insured Vehicle unless he has held and is not disqualified from, holding or obtaining such a licence.
- e) to indemnify any person other than the Policyholder if that person is entitled to indemnity under any other policy.
- f) for damage to any motor vehicle in connection with which indemnity is provided by this Section.
- g) for damage to property owned by or in the custody or control of
  - i) the Policyholder or any person claiming indemnity under this Section or
  - ii) any person in the service of, the Policyholder or any person claiming indemnity under this Section, where the property is in the custody or control of that person by virtue of that service
- h) for damage to property being conveyed by the Insured Vehicle.
- i) for liability arising from
  - i) the operation as a tool of, the Insured Vehicle or attached plant
  - ii) the distribution or escape of livestock, liquids, gases or other substances (but not motor fuel, lime or fertilisers) from any Agricultural Vehicle unless such escape arises from the collision or impact of such vehicle with any object, or the overturning of such vehicle

except as is required by any road traffic legislation.

- j) for any liability of whatsoever nature, directly caused by or contributed to by or arising from the Insured Vehicle, while in or on that part of any commercial or military airport, or any airfield provided for
    - i) the take-off or landing of aircraft, or the movement of aircraft on the ground,
    - ii) aircraft parking including any associated service roads, refuelling areas, ground equipment parking areas, aprons, maintenance areas and hangars,
- except as is required by any road traffic legislation.
- k) for injury, loss or damage, directly or indirectly caused by Pollution or Contamination unless caused by a sudden, identifiable, unintended, or unexpected incident which occurs in its entirety at a specific time and place, during the Period of Insurance.
  - l) for liability arising from the carriage of dangerous goods as referred to in any legislation and related regulations, governing the carriage of dangerous goods by road, except as is required by any road traffic legislation.

Exclusions c) and d) shall not apply when a licence is not required by law.

## Section 3 – Trailers

### A Cover

#### Liabilities to Third Parties

Any Trailer shall be insured in the terms of Section 2 of this Policy whilst it is attached to or connected to the Insured Vehicle.

#### Loss or Damage to the Trailer

Any Trailer shall be insured in the terms of this Policy as though it were an Insured Vehicle if:

- a) it is attached to a Motor Car.
- b) unspecified Trailers are shown in the Policy Schedule as insured including whilst temporarily detached from or disconnected from the Insured Vehicle during the course of a journey and remains in the vicinity of an Insured Vehicle.

The cover applicable to any Trailer described in a) or b) above shall be that applying to the Insured Vehicle to which the trailer is attached.

- c) details of the Trailer are specified in the Policy Schedule and it is attached to, detached or disconnected from the Insured Vehicle.

#### Contingent Liability Cover for Trailers

The Insurers will indemnify the Policyholder, in the terms of Section 2, in respect of any Trailer the property of or hired under a hire purchase agreement to or leased under a vehicle leasing agreement to the Policyholder while it is not in the custody or control of the Policyholder.

If at the time of any claim there is any other existing insurance covering the same liability, the Insurers shall not be liable to make any payment under this Policy.

### B Exclusions to Section 3

The Insurers shall not be liable,

- a) under A Cover, Loss or Damage to the Trailer, paragraph b) of this Section, for Trailers with plant permanently attached while the Trailer is detached from or disconnected from the towing vehicle.
- b) if the Insured Vehicle to which a Trailer is attached is drawing a greater number of Trailers than is permitted by law.
- c) for the greater of the first £250 or Excess shown in the Policy Schedule in respect of any theft or attempted theft claim arising when a Trailer specified in the Policy Schedule is detached from and is not within the vicinity of the towing vehicle.

This Exclusion shall not apply where such detached Trailer was in a locked garage or locked building at the time of the theft or attempted theft.

- d) for loss or damage to any fixtures, fittings or utensils carried in or on the trailer.
- e) for loss or damage if the Trailer is a caravan.

## Section 4 - Special Provisions

### A Customs Duty

Provided that liability arises directly from the loss or damage insured by this Policy the Insurers will indemnify the Policyholder against liability for the enforced payment of customs duty.

### B Other Charges

The Insurers will indemnify the Policyholder against General Average Contribution and Salvage and Sue and Labour charges incurred due to the transportation of the Insured Vehicle by sea.

Provided always that:

- a) such Insured Vehicle is insured for loss or damage.
- b) the contribution relates to the value of such Insured Vehicle.

### C Personal Clothing and Effects

If personal clothing or effects are lost or damaged while in or on the Insured Vehicle, the Insurers will indemnify the Policyholder or if the Policyholder requests, the owner of the property, by paying in cash the amount of the loss or damage up to the amount shown in the Policy Schedule, for any one occurrence.

Provided always that:

- a) the Insured Vehicle is insured for loss or damage.
- b) the Insurers shall not be liable for
  - i) money, stamps, tickets, documents or securities, bonds, vouchers, lottery tickets.
  - ii) theft of any property carried in an open or convertible Insured Vehicle unless in a locked boot or locked compartment.

### D Medical Expenses

If any occupant of the Insured Vehicle, shall in direct connection with the Insured Vehicle, sustain any bodily injury caused by accidental external means, the Insurers will at the request of the Policyholder pay medical expenses in connection with that injury up to the amount shown in the Policy Schedule for each person injured.

### E Emergency Treatment

The Insurers will indemnify any person using the Insured Vehicle in respect of liability arising under road traffic legislation to pay for Emergency Treatment fees.

### F Unauthorised Use

Other than as stated in General Exclusion A paragraph a) of Section 5 the Insurers will indemnify the Policyholder and no other person in the terms of this Policy, while the Insured Vehicle is being driven or used by any person without the knowledge or consent of the Policyholder for any purpose not permitted by this Policy.

### G Motor Car Sharing

The receipt of contributions as part of a car sharing arrangement for social or other similar purposes in respect of the carriage of passengers on a journey in an insured Motor Car will not be regarded as constituting the carriage of passengers for hire or reward or the use of the Motor Car for hiring.

Provided that:

- a) the Motor Car is not constructed or adapted to carry more than eight passengers excluding the driver.
- b) the passengers are not being carried in the course of a business of carrying passengers.
- c) the total contributions received for the journey do not involve an element of profit.

### H Personal Accident

The Insurers will pay the following benefits to the driver of the Insured Vehicle (or his personal representatives) in the event of an accident if the driver while in or getting into or out of the Insured Vehicle sustains bodily injury by accidental external violent and visible means which independently of any other cause and within twelve calendar months of the accident results in:

a) Death	£10,000
b) Complete and permanent loss of sight of any eye	£10,000
c) Loss by severance of a limb at or above the wrist or ankle	£10,000

Provided that payment in respect of one accident shall not exceed £10,000.

The Insurers shall not be liable for:

- i) any person seventy five years of age or over.
- ii) the driver sustaining such bodily injury was found to have a higher level of alcohol or drugs in his blood than is prescribed by any road traffic legislation.

### I Emergency Overnight Accommodation

If as a result of loss or damage to the Insured Vehicle, insured by this Policy, the Policyholder or any other person entitled to drive is unable to reach their destination the same day, the Insurers will pay expenses for emergency accommodation, up to:

- a) a maximum of two nights, and
- b) a maximum of £100 per person per night but
- c) not more than £500 in total, per night, for all occupants of the Insured Vehicle.

## Section 5 - General Exclusions

The Insurers shall not be liable for

### A Use and Driving

death, injury, loss or damage occurring or liability arising from the Insured Vehicle being:

- a) used with the permission of the Policyholder or his representative for a purpose which is not permitted by the Certificate of Motor Insurance.
- b) driven by the Policyholder unless he holds a licence to drive the Insured Vehicle or has held and is not disqualified from holding or obtaining such a licence.
- c) driven with the permission of the Policyholder or his representative by any person:
  - i) who is not specified in the Certificate of Motor Insurance.
  - ii) who the Policyholder or his representative knows does not hold a licence to drive the Insured Vehicle unless he has held and is not disqualified from holding or obtaining such a licence.
- d) driven or used by any person who does not meet the terms and conditions of their driving licence.
- e) use for criminal purposes.
- f) deliberately used to cause harm, loss or damage.

But b), c) and d) shall not apply when a licence is not required by law.

### B Rallies Competitions and Motor Trials

any liability arising from the Insured Vehicle being used:

- a) in a rally, competition or motor trial,
- b) on a racetrack,
- c) on a circuit,
- d) on a prepared course,
- e) on a derestricted toll road,
- f) for racing,

except as is required by any road traffic legislation.

### C Contractual Liability

- a) any liability for liquidated damages, fines or penalties.
- b) any liability which attaches because of an agreement, which would not have attached in the absence of that agreement, unless the conduct and control of claims is vested in the Insurers.

### D Trade Plate

death, bodily injury, loss or damage occurring, or liability arising, beyond the limits of any road while a Insured Vehicle is carrying a Trade Plate.

This Exclusion shall not apply when during the course of a journey, the motor vehicle is temporarily garaged elsewhere than in or on any premises owned by or in the occupation of the Policyholder.

### E Radioactive Contamination

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

- a) ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- b) the radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- c) Any weapon or other device utilizing radioactive material or radioactive matter or ionizing radiation or atomic or nuclear fusion or fusion or other like reaction.

### F War

any consequence of war, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, except as is required by any road traffic legislation.

### G Riot and Civil Commotion

any consequence of riot or civil commotion occurring in Northern Ireland.

This Exclusion does not apply to Section 2.

### H Terrorism

any consequence of Terrorism except as is necessary to meet the requirements of any road traffic legislation.

If the Insurers are required to indemnify the Policyholder for legal liability incurred in respect of Terrorism within the terms of any road traffic legislation for loss or damage to material property the liability of the Insurer shall not exceed

- a) the amount shown in the Policy Schedule or
- b) such greater sum as may be required by any road traffic legislation in the country in which the insured event occurs,

in respect of any one claim or number of claims arising from one cause in connection with the use of the Insured Vehicle.

This Exclusion does not apply to Section 1 – Loss or Damage to the Insured Vehicle or Section 3 – Trailers, Loss or Damage to Trailers.

## Section 6 – General Conditions

### A Insurance Act 2015

In respect of any:

- a) duty of disclosure
- b) effect of warranties
- c) effect of acts of fraud

the rights and obligations applying to the Policyholder and the Insurer shall be interpreted in accordance with the provisions of the Insurance Act 2015 of England and Wales.

### B Duty to Prevent Injury Loss or Damage

The Policyholder shall take and cause to be taken all reasonable steps to prevent injury, loss or damage and shall maintain the Insured Vehicle or any Trailer in an efficient and roadworthy condition.

The Insurers shall have free access to examine the Insured Vehicle at all reasonable times.

### C Claims Procedures and Requirements

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

### D Rights of the Insurers

- a) The Insurers are entitled to take over sole control and conduct of any claim at their discretion.
- b) The Insurers may at any time pay any limit stated in Sub-Section 1 of Section 2 less any sums already paid or incurred or pay any less amount for which any claim or claims can be settled.

The Insurers shall then relinquish the conduct and control of such claim or claims and be under no further liability except for the payment of costs and expenses incurred prior to the date of such payment.

### E Other Insurances

If at the time of any claim there is any other insurance in force covering the same damage, loss or liability, the Insurers shall not be liable under this Policy, except to the extent of any excess beyond the amount payable under such other insurance.

### F Right to Recover Payments

The Policyholder shall repay to the Insurers all sums paid by them because of the requirements of any law, if the Insurers would not have been liable for those payments by the terms of this Policy.

### G Application of Limits of Liability

In the event of any accident involving payment to more than one person, any limitation stated by the terms of this Policy relating to the maximum amount payable, shall apply to the aggregate amount and in priority to the Policyholder.

### H Declaration and Premium Adjustment

Prior to the commencement of any Period of Insurance, the Policyholder shall provide details of all Insured Vehicles and specified Trailers covered by this Policy.

The Policyholder shall provide at the declaration interval shown in the Policy Schedule, details of Insured Vehicles, all temporary vehicles and specified Trailers, acquired or disposed of and the Policyholder shall pay an additional premium or the Insurers shall pay a return premium calculated as agreed.

### I Disclosure Requirement - Type of Vehicle

The Policyholder shall immediately notify to the Insurers, details of any motor vehicle the property of, hired or lent to the Policyholder, for which insurance is required under this Policy and where no valid Certificate of Motor Insurance is in force.

### J Cancellation

Unless Condition A of this Section is applied, this Policy may be cancelled:

- a) by the Insurers sending seven days notice by letter to the last known address of the Policyholder (and in the case of Northern Ireland to the Department for the Environment for Northern Ireland). The Policyholder shall be entitled to a pro rata return of premium calculated from the date of cancellation.
- b) by the Policyholder. The cancellation will be effective from the date of receipt by the Insurer, of the notice of cancellation. If the cancellation is during the first Period of Insurance, the Policyholder shall be entitled to a return of premium calculated using the Insurer's short period rates, otherwise a pro rata refund of premium will be allowed.

Where the vehicle is registered in Northern Ireland, the Isle of Man or the Channel Islands the Certificate of Motor Insurance must be returned to the Insurer to enable the Policy to be cancelled, otherwise any Certificate of Motor Insurance which has been issued will no longer be valid and the Motor Insurance Database record will be cancelled.

The short period rates are calculated using the following proportions of the annual premium.

Period up to	Proportion of annual premium
1 month	25%
2 months	33%
3 months	41%
4 months	50%
5 months	58%
6 months	66%
7 months	75%
8 months	83%
9 months	91%
12 months	100%

## K Non-payment/Credit Termination

The Insurers reserve the right to terminate the Policy in the event that there is a default in installment payments due under a linked loan agreement.

If the Insurers cancel the Policy, the Policyholder must return the Certificate of Motor Insurance to the Insurers if the vehicle is registered in Northern Ireland, the Isle of Man or the Channel Islands, otherwise any Certificate of Motor Insurance which has been issued will no longer be valid and the Motor Insurance Database record will be cancelled.

## L Motor Insurance Database

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

## M Financial or Trade Sanctions

The Insurers shall not provide cover or be liable to provide any indemnity or payment or other benefit under this Policy if and to the extent that doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the Policy period the Policyholder or the Insurers may cancel that part of this Policy which is prohibited or restricted, with immediate effect, by sending written notice to the other at their last known registered address.

If the whole or any part of the Policy is cancelled the Insurer shall, if and to the extent that it does not breach any Prohibition, return a proportionate amount of the premium for the unexpired period subject to minimum premium requirements and provided no claims have been paid or are outstanding.

## N Governing Law and Jurisdiction

This Policy and any obligations, whether contractual or non-contractual, arising out of or in respect of it shall be governed by the laws of Isle of Man.

Other than as stated in Section 9 Dispute Resolution, any dispute arising in respect of this Policy, or any obligations, whether contractual or non-contractual, arising out of or in respect of it, shall be subject to the exclusive jurisdiction of the courts of Isle of Man.

## O Changes to Risk

The Policyholder shall advise the Insurers, without undue delay, after the commencement of this Policy, of any information relating to any changes in risk or material circumstances which have the potential to increase the frequency or severity of losses.

This information would include but is not limited to:

- a) any change in the Business activities of the Policyholder.
- b) any expansion of the business or vehicle schedule.
- c) any change in the use of the Insured Vehicles.
- d) any change to features or types of vehicles to be insured.
- e) any change to the driver profile, experience or history.
- f) any acquisition of, merger with or absorption by, another business entity.

The Insurers shall be entitled to impose appropriate additional terms and premium if required, with effect from the date of the alteration.

Failure to disclose such information may result in:

- i) incorrect terms being applied.
- ii) a claim being rejected or reduced.
- iii) the Policy being invalid.
- iv) cancellation of the Policy.



## **Section 7 - Endorsements**

THESE ENDORSEMENTS ARE OPERATIVE ONLY IF THE NUMBER SET AGAINST THEM APPEARS IN THE POLICY SCHEDULE AND ARE EACH SUBJECT OTHERWISE TO THE TERMS EXCLUSIONS AND CONDITIONS OF THIS POLICY

### **Endorsement 1 - Own Damage Excess - not fire theft or windscreens**

The Insurers shall not be liable for the Excess shown in the Policy Schedule of any claim under Section 1.

This Excess shall not apply in respect of loss or damage caused by fire, lightning, explosion, theft or attempted theft or by the breakage of the windscreens or windows where this is the only damage to the Insured Vehicle other than scratching of bodywork resulting from the breakage.

### **Endorsement 2 - Own Damage Excess**

The Insurers shall not be liable for the Excess shown in the Policy Schedule of any claim under Section 1.



## Section 8 - Replacement Vehicles

If an Insured Vehicle is lost or damaged and

- a) has been reported as such to the Insurers and
- b) a valid claim in respect of such loss or damage has been made under this Policy and
- c) is unavailable for use by the Policyholder due to such loss or damage,

the Policyholder can access a temporary replacement motor vehicle from one of the insurers recommended repairers, if the Insured Vehicle is in the custody of such repairer, and for the duration of the repairs.

During this time the temporary replacement motor vehicle will be insured under this Policy as though it were the Insured Vehicle it is replacing.

The policyholder will be liable for the cost of fuel used.

### Availability of Replacement Vehicles

The service for temporary replacement motor vehicles described in this Section is subject to the availability of such a vehicle from the Insurers' recommended repairer.

While every reasonable effort will be made to supply a temporary replacement motor vehicle the Insurers will not be liable to pay compensation or provide a vehicle from another source should a suitable vehicle be unavailable.

### Exclusions to Section 8

Temporary replacement motor vehicles are not available when loss or damage to the Insured Vehicle is caused by the breakage of the windscreens or windows where this is the only damage to the Insured Vehicle other than scratching of bodywork resulting from the breakage.

## Section 9 – Legal Expenses for Uninsured Loss Recovery

### A Legal Expenses Cover

In the event of a Motor Accident, the Service Provider will at the expense of the Insurer, pay the Legal Expenses of the Insured to claim for Uninsured Losses from the party who caused the Motor Accident, provided that the Service Provider and the Legal Representative consider there are Reasonable Prospects of success.

Legal Expenses will continue to be paid provided that the Service Provider remains satisfied that a claim has Reasonable Prospect of Success and Reasonableness to Pursue, as detailed under Condition 2.

The Insurers will pay the Legal Expenses which the Legal Representative reasonably and proportionately charges the Insured whether or not a claim is successful, up to the following maximum amounts for the following categories of claims.

- a) Small Claims procedure
 

If a claim for Uninsured Losses is allocated to or is likely to be allocated to the Small Claims procedure as defined in the Isle of Man High Court Rules 2009 the Insurers will pay Legal Expenses up to £2,500
- b) For all other claims for Uninsured Losses, the Insurers will pay the Legal Expenses of the Insured, on the same principles as applied by the courts when assessing costs to be paid by one person to another on the standard basis. These are defined in the Isle of Man in the High Court Rules 2009 as amended from time to time.
- c) If the claim for Uninsured Losses falls under the law of England and Wales, Scotland or Northern Ireland, the claims for costs and expenses will be restricted to amounts allowed in the equivalent laws rules and practice in England and Wales, Scotland or Northern Ireland.
- d) The Insurers will also pay Legal Expenses for any category of claim listed above which a court has ordered the Insured to pay or which the Insured has agreed to pay on the advice of their Legal Representative arising from Legal Proceedings.
- e) The Insurers will normally only make payment of Legal Expenses, after the claim has been finally concluded. The Insurers will not normally agree to make payment on an interim basis, except in exceptional circumstances and subject to their sole discretion.
- f) If the Insurers have paid for any Legal Expenses and the Insured is later awarded repayment of costs in any claim, the Insurers will be entitled to reimbursement of those costs.
- g) The Insurers will pay Legal Expenses up to a maximum amount of £100,000 in respect of any one claim or series of claims arising out of one Motor Accident.

### B Legal Representation

- a) If the Insured requires a Legal Representative to help protect their legal rights, the Insured has the right to choose a Legal Representative or allow the Service Provider to choose a Legal Representative.
- b) The Service Provider will appoint the chosen legal representative upon the standard terms of the Insurer, to act in the name of and on behalf of the Insured.
- c) The Insured must provide the Legal Representative with full details of the incident and the claim and any other information requested. The Insured must make sure that the Legal Representative keeps the Service Provider fully informed with the progress of the action.
- d) The Insured must not make any arrangement with the Legal Representative about the Legal Expenses without the written permission of the Service Provider.

### Exclusions to Section 9

The Insurers will not be liable for:

- 1 Any Legal Expenses where the Insurer or the Service Provider is notified of a claim more than 180 days after the Motor Accident happened.
- 2 Any Legal Expenses for a claim if the Motor Accident happened before commencement of cover under this Policy.
- 3 Any Legal Expenses incurred by the Insured before the appointment of a Legal Representative by the Service Provider.
- 4 Any Legal Expenses charged as a result of the conduct of the Insured which may reasonably be considered to hinder a claim.
- 5 Any Legal Expenses if the Insured withdraws from the Legal Proceedings without the agreement of the Service Provider. The Insurer will be entitled to a refund of any money they have paid.
- 6 Any costs or expenses for an expert witness unless the Service Provider has given written approval.
- 7 Any Legal Expenses which the Service Provider has not agreed to in writing.
- 8 Any Legal Expenses which can be claimed under another insurance policy or which could have been claimed if the Insured had kept to the terms of that 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 the Insured that can be recovered from any other person.
- 11 Any claim arising from the use of the Insured Vehicle when:
  - a) the Insured Vehicle is not fit to be used, or
  - b) the Insured Vehicle does not meet all legal requirements for that use, or
  - c) that use is not permitted under the Certificate of Motor Insurance.

- 12 Disputes between the Insurer or the Service Provider and the Insured.
- 13 Any claim which is covered under any other Section of this Policy.
- 14 Any Legal Expenses awarded against the Insured by a criminal court.
- 15 Any Legal Expenses for claims arising from defective repairs, mechanical breakdown or general maintenance of the Insured Vehicle.
- 16 Any costs incurred by the Insured Person or their Legal Representative in providing any information or documentation required to assist the Service Provider with the claim.

## Conditions to Section 9

### 1 Control Of Claims

- a) The Service Provider and the Legal Representative will have control of any claim. The Insured must:
  - i) provide the Service Provider with details of any developments relating to the claim as soon as possible after becoming aware of such developments.
  - ii) follow the advice of the Service Provider and the Legal Representative.
  - iii) not start defend stop or withdraw from Legal Proceedings without agreement of the Service Provider.
  - iv) provide the Service Provider and the Legal Representative with information and instructions as requested.
  - v) try to limit any loss and costs that the Insured may want to recover and any Legal Expenses arising from any claim being made.
- b) The Service Provider will have:
  - i) access to any information, documents or evidence the Insured or the Legal Representative may have.
  - ii) direct access to the Legal Representative at all times.
- c) If in any Legal Proceedings, the claim is not successful and the Insured want to appeal, the Insured must write and advise the Service Provider and the Legal Representative not later than:
  - i) 14 days before the time for making an appeal ends, or
  - ii) as soon as possible if the time period during which an appeal may be made is 14 days or less.
- d) The Service Provider will cover the Legal Expenses for the appeal if the Service Provider and the Legal Representative agree that it is more likely than not that the appeal will succeed.

### 2 Reasonable Prospect Of Success and Reasonableness to Pursue

The Insurers will continue to pay the Legal Expenses of the Insured as long as the Insurers remain satisfied that:

- a) the claim has Reasonable Prospects, and
- b) it remains reasonable to fund the claim.

In determining whether it remains reasonable to fund the Insured's claim the Insurers will consider whether a reasonable person without Legal Expenses insurance but with available funds would continue to fund the case themselves:

- a) taking account of the likely financial compensation available from the claim compared to the legal costs to be incurred in obtaining that compensation, and
- b) having regard to the means of the proposed defendant to be able to pay the claim.

The Service Provider will also take into account the legal opinion provided by the Legal Representative in reaching the decision.

If at any time the Service Provider or the Legal Representative believe that the claim or the Legal Proceedings do not have Reasonable Prospects or is no longer reasonable to fund the claim the Service Provider will confirm this in writing to the Insured.

The Service Provider will advise the Insured that no more action will be taken nor make payment of any more Legal Expenses, incurred after that date to recover any Uninsured Losses.

The Insured has the right to continue the claim or Legal Proceedings but this will be at their own expense.

### 3 Settlement Offers

- a) The Insured must:
  - i) advise the Service Provider as soon as possible of any offer to settle the claim including any payment into court.
  - ii) not accept, make or reject any offer to settle the claim if this would mean the Service Provider has to pay Legal Expenses without prior agreement. The agreement of the Service Provider will not be unreasonably withheld.
- b) If the Service Provider or the Legal Representative are of the view that any offer to settle the claim should be accepted but the Insured does not accept such offer and the amount of the offer which the Insured is eventually awarded is equal to or less than the offer which the Insured did not accept, no further Legal Expenses will be paid from the date of the offer which was not accepted.

### 4 Options to Pay

The Service Provider may decide if reasonable and the Insured would suffer no detriment to choose to pay the claim for Uninsured losses instead of continuing the claim or Legal Proceedings.

## 5 Conflict of Interest

If at any time during the course of the claim the Service Provider becomes aware of any possible conflict of interest they will:

- a) advise the Insured in writing, and
- b) allow the Insured the right to choose an alternative solicitor or other qualified person to act as their Legal Representative.

## 6 Dispute resolution

The Insured has the right to refer any disagreement with the Service Provider to arbitration. The Service Provider will also have the same right.

The arbitrator will be a solicitor or barrister agreed upon by both parties or failing agreement, one who is nominated by the President of the appropriate lawyers' organisation. The unsuccessful party in the arbitration will pay all the costs and expenses of the arbitration.

If the arbitrator decides in favour of the Service Provider the Insured cannot recover the costs of the arbitration under this section.

The Service Provider will provide written notification to the Insured of this right if any disagreement develops. The Insured must inform the Service Provider in writing if they wish to exercise this option.

The arbitration procedure does not prevent the Insured from referring the matter to the courts.

## 7 Fraud

All benefit under this section shall be forfeited if:

- a) any claim is fraudulent in any respect, or
- b) fraudulent means are used by or on behalf of the Insured to obtain any benefit under this section, or
- c) any loss, destruction or damage is caused by the wilful act or with the connivance of the Insured.

## 8 Accounts and Level of Expenses

The Insured or the Legal Representative must submit to the Service Provider all accounts for Legal Expenses as soon as possible after their receipt. The Service Provider may require the Legal Representative to have the Legal Expenses taxed assessed or audited.

## 9 Exercising the Rights of the Policyholder on Behalf of the Policyholder

If the Insurers or our Service Provider ask the Insured or any other permitted user making a claim must at any time:

- a) take, or
- b) allow the Insurers or the Service Provider to take in the name of the Insured or the name of the permitted user,

all the steps needed to enforce the rights of the Insured or those of the permitted user against any other person, including the defence or settlement of any claim or the pursuit of a claim in any person's name.

The Insurers will pay any reasonable costs and expenses involved.

## Complaints Procedure

We aim to provide You with a first class service. If We have not delivered the service that You expect or You are concerned with the service provided, We would like the opportunity to put things right.

### Our complaints process

Initially please raise Your concerns with Your usual business contact. Once We have reviewed Your complaint We will issue Our business decision in writing. If upon receipt of this You remain dissatisfied, You can escalate Your complaint by writing to our Managing Director who will conduct a separate investigation. This will be concluded with the issue of Our final decision in writing.

### Customer Relations Contact Details

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

### What to do if you are still not satisfied

If You are still dissatisfied You can ask the **Financial Services Ombudsman** to review Your case. The FSO can be contacted as follows:

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

Telephone Number: 01624 686500

### Your rights

Your rights as a customer to take legal action remain unaffected by the existence or use of any complaints procedures referred to above.

### Thank you for your feedback

We value your feedback and at the heart of our brand we remain dedicated to treating our customers as individuals and giving them the best possible service at all times. If we have fallen short of this promise, we apologise and aim to do everything possible to put things right.

## Guidance When Making a Claim

### Claim Notification

Conditions that apply to the policy and in the event of a claim are set out under section 6 of this policy. Please familiarise yourself with all policy terms and conditions and any requirements.

Events that may give rise to a claim must be notified without undue delay.

Please initially notify us of any claim by phone. Please call us on 01624 645900 and ask to speak with a member of our claims team, who will be happy to help you.

When notifying a claim, please provide the following information:

- The Name, address and contact phone number[s] for you and that of the driver of the vehicle if not you
- Personal details necessary to confirm your identity
- Policy number
- The date of the incident
- Details of the accident, loss or damage (where and how it happened)
- Information about the vehicles involved and any damage sustained
- If not a vehicle then a claim value if known
- We will ask for information about convictions so please try and have driving licence(s) available when you call
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries and damage)
- Details of any witnesses and the Police or any other emergency service that was called

If we decide that an Accident Report form is required we will send one for you to complete and return immediately.

We may also request additional information (e.g. a sketch plan, photographs or video footage). Sometimes we may wish to meet with the driver or undertake further investigations.

Claims conditions require you to provide us with any reasonable assistance or evidence that we require.

### Vehicle Repairs

We take pride in our claims service. When policy cover includes damage to your vehicles, we have a network of Recommended Repairers who will collect and redeliver your vehicle. When available, they will also provide a courtesy vehicle to keep you mobile. The repair process will commence immediately the vehicle arrives on their premises. To ensure there is no effect on any existing warranty you may have they provide a Lifetime Guarantee on all paint and bodywork repairs.

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

## Commercial Privacy Notice

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

### Who are we?

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

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

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

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

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

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

- **Performance of contract:** We need to use your personal information in order to provide you with the policy (which is a contract of insurance between you and us), and perform our obligations under it (such as making payments to you in respect of a claim made under the policy).
- **Consent:** In certain circumstances, we may need your consent unless authorised by law in order to use personal information about you which is classed as "special categories of personal data".
- When covering beneficiaries under your policy or your legal responsibility to third parties, we may need consent from these third parties unless authorised by law in order to use their personal information.
- **Necessity to establish, exercise or defend legal claim:** If you, or we, bring a legal claim (e.g. a court action) against the other, we may use your information in either establishing our position, or defending ourselves in relation to that legal claim.
- **Compliance with a legal obligation:** Where laws or regulations may require us to use your personal information in certain ways.
- **Legitimate Interests:** We will also process your personal information

where this processing is in our "legitimate interests". When relying on this condition, we are required to carry out a balancing test of our interests in using your personal information (for example, carrying out market research), against the interests you have as a citizen and the rights you have under data protection laws. The outcome of this balancing test will determine whether we can use your personal information in the ways described in this Privacy Notice. We will always act reasonably and give full and proper consideration to your interests in carrying out this balancing test.

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

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

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

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

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

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

- Where we need to check the information you gave to us before we can offer you an insurance product (e.g. reference agencies);
- Where we are required or permitted to do so by law or relevant regulatory authority (e.g. financial crime screening, fraud detection/prevention);
- Where we provide insurance services in partnership with other companies (e.g. building societies, large retailers);
- In the event that we are bought or we sell any business or assets, in which case we will disclose your personal information to the prospective buyer of such business or assets;
- As required to enforce or apply this Privacy Notice, or the contract of insurance itself;
- Within our group for administrative purposes;
- As required in order to give effect to contractual arrangements we have in place with any insurance broker and/or intermediary through which you have arranged this policy;
- With healthcare providers in the context of any relevant claim being made against your policy;
- If we appoint a third party to process and settle claims under the policy on our behalf, in which case we will make your personal information available to them for the purposes of processing and settling such claims;



- With our third party service providers (including hosting/storage providers, research agencies, technology suppliers etc.);
- With our reinsurers (and brokers of reinsurers) in connection with the normal operation of our business;

Sometimes your personal information may be sent to other parties outside of the European Economic Area (EEA) in connection with the purposes set out above. We will take all reasonable steps to ensure that your personal information is treated securely and in accordance with this Privacy Notice, and in doing so may rely on certain “transfer mechanisms” such as the EU-US Privacy Shield, and the standard contractual clauses approved by the European Commission. If you would like further information please contact us.

## For how long will we keep your information?

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

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

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

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

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

section 5 below), pending the outcome of any assessment we make regarding your objection.

- 5 Object to the processing of your data under the following circumstances [Request Ref: DSR 5]:
  - a) Where we believe it is in the public interest to use your information in a particular way, but you disagree.
  - b) Where we have told you we are using your data for our legitimate business interests and you believe we shouldn't be (e.g. you were in the background of a promotional video but you did not agree to be in it.)

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

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

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

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

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

## Our Privacy Notice

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

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

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

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

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



## How you can lodge a complaint?

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

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

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





