

**VANSHIELD**  
Helpline Card



Policy  
Number

**Claims Department**  
**01624 645900**

UKC02741E



# Vanshield

Policy

# Vanshield Claims Helpline

## Claims Service

Our claims department will provide you with a dedicated service. Lines are open 9am-5pm Monday to Friday for you to register a claim, then we will start the process of getting your business back on the road straight away!

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

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

- 1) People are more important than property and your first priority should be to check whether anybody is injured and attend to them, seeking medical help if necessary.
- 2) Always stop if you are involved in an accident and exchange the following information:
  - Names and addresses (including those of any eye witnesses)
  - Insurance companies and addresses (including policy numbers if known)
  - Vehicle registration numbers.
- 3) Do not admit you are to blame or offer any payment.
- 4) Draw a diagram of the accident scene. This should include the position of the vehicles before, and after the accident, the road layout, any obstructions to your or other road users' vision, the position of any witnesses and anything else which could be relevant to the cause of the accident e.g. speeds and distances involved, or the weather conditions.
- 5) IF ANYONE IS INJURED you must produce your Motor Insurance Certificate to the police or to anyone who has reasonable grounds for requiring it. If you can't do this at the scene of the accident you must produce it and report the accident to the police within 24 hours.
- 6) Contact our claims department on 01625 645900.
- 7) If you receive any letters or documents about the accident, please send them unanswered to us.

- 8) In the event of theft of your van, you must report the incident to the Police and obtain a crime reference number as soon as possible and phone ourselves, your Broker or usual Insurance Adviser.

## What our Claims Helpline and Priority Repairers have to offer

### In an emergency...

If your van is either stolen, or +immobilised/unroadworthy due to an accident, fire, attempted theft or vandalism, within the UK or IOM, in order to provide practical help when you need it most we will arrange a 48hr Replacement Vehicle:

+By immobilised/unroadworthy we mean: Incapable of movement or illegal to use on a Public Highway due to the vehicle's damaged condition.

### If your van is still driveable...

Our Claims Service Team will provide advice and assistance to help you get your van back on the road as quickly as possible and repaired to your complete satisfaction using a Intact Insurance Isle of Man Limited priority repairer.

The benefits of the Priority Repairer Scheme are:

- In the event of a claim you simply call our Claims Service Team
- No need to obtain estimates
- You will be contacted by the Priority Repairer to arrange an appointment for your van to be repaired

- Your van can be collected/delivered to your home/business address free of charge
- The repairs will be completed quickly and to a high standard which includes a lifetime guarantee for all body/paintwork
- Your van will be returned to you in a clean and tidy condition.

In the event of a claim, please call 01624 645900.

## How to use the Intact Insurance Isle of Man Limited windscreen repair/replacement service

A shattered windscreen can be both inconvenient and expensive to replace. Therefore we have negotiated a priority service with a glass replacement provider for customers who have chosen COMPREHENSIVE cover. A glass replacement provider will repair or replace your windscreen anywhere in the UK or IOM.

In the event of a claim simply call us on 01624 645900.

Windscreen excesses are shown in your **Schedule**. You will be responsible for the excess and VAT (if you are registered), all other costs will be charged direct to us.

Whether your windscreen is replaced or repaired it will not affect your hard-earned No Claim Discount.

Please remember to produce your current Motor Insurance Certificate to the glass replacement provider.

## How do you make your van more secure

With vehicle crime escalating, even in more rural areas, it has become increasingly important to protect your vehicle.

We have therefore compiled a list of simple measures which you can take to reduce the risk of vehicle crime:

- Always lock your van doors and shut the windows whenever you leave your van, even if it is on your own driveway or in your garage. Don't forget to lock your garage as well. A few seconds is all it takes for a thief to steal your van.
- Always take care where you park. If you have a garage at home – use it. When you are away from home try to use secure car parks. If this isn't possible, avoid leaving it in back streets or quiet areas because these are ideal working conditions for a thief. If you have to leave your van outside at night always try and park it in a well lit and busy area.
- Don't leave items in view when you leave your van unattended. Always keep them away out of sight e.g. in a glove compartment or under a seat. Even when you are in the van consider these precautions as it has been known for thieves to reach through passenger windows to steal items when the van is stationary. If you have a removable radio don't forget to take it with you when you leave your vehicle. If the radio is permanently fixed consider getting it security coded.
- Don't forget to remove all keys from your vehicle. Never leave your key in the ignition when the van is unoccupied e.g. at a petrol station, even if it is only for a few seconds.

- Many vehicles are stolen after the keys have been stolen. Avoid leaving your jacket or coat unattended with your keys in the pocket, even for a few seconds. Avoid leaving your keys in your business premises or in the home where they could easily be seen by an intruder or where they could be stolen through your letterbox.
- Consider fitting even the most basic physical security measures e.g. a steering wheel or handbrake locking device will deter thieves. Better still consider fitting an engine immobilisation system, alarm system or both.

While the above won't necessarily prevent theft, it will reduce the chance of it happening to you.

## What to do if you are taking your van abroad

This policy provides free foreign cover which satisfies the legal minimum requirement for liabilities to Third Parties when visiting the following destinations:

All EU countries and in Liechtenstein, Norway, Croatia, Iceland, Switzerland and Andorra.

This free foreign cover does not include loss or damage to the van. However for an additional charge you can upgrade cover to the same as you have in the UK or Isle of Man.

If the length of any visit is greater than 60 days, you must tell us before you take your vehicle 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.

If your journey only involves travel to the Republic of Ireland, your policy cover applies in full.

You should take with you your Certificate of Insurance, copy of your Policy and current Schedule. In addition, you should contact us or your insurance adviser to request a European Accident Statement.

If you have an accident while abroad contact our Claims Team on 01624 645900.

## What to do if...

### you change your van

If you change your van please notify ourselves or usual Insurance Adviser and we'll advise of any change of premium and send an updated policy schedule. We'll need to know the make, model, engine type, value, gross vehicle weight, registration number, age and cubic capacity of your new van, and also if you've registered the van in another name.

### you want to change drivers

Your policy and certificate detail who you have named to drive your van. If you wish to change the names, please contact ourselves or your Insurance Adviser to enable us to make the necessary alteration.

### you change your business address

Please contact ourselves or your Insurance Adviser with full details of your new address including the business postcode as soon as you know them, together with any change in your garaging arrangements. We will then be able to advise you of any change in premium and update your policy.

## your health changes

To be eligible for this policy all drivers suffering from any disability/infirmary requiring notification to the DVLA must notify the DVLA if in the UK, or the Department of Infrastructure if in the IOM, and be granted a licence to drive.

## other circumstances change

As a condition of the policy you, should notify us of any material changes which could influence our assessment of risk. Examples of a material change would be if you or any other named driver have been convicted of a motoring offence, a change in the use of your van, or any modification to the van itself that may affect its performance. This is not an exhaustive list and should you be in any doubt please contact ourselves or your usual Insurance Adviser.

## Other useful points

### How does no claim discount work

You earn No Claim Discount for each year of claim free driving, increasing annually up to a maximum of 5 or more years, which, with Vans, gives a maximum discount from your base premium. A single at-fault claim during a one year period of insurance (or not at-fault claim if you are unable to recover your uninsured losses) reduces your maximum No Claim Discount to 3 years and 2 at-fault claims will reduce your discount to 1 year. See page 20 of this policy for full details.

However, if you have chosen to take NO CLAIM DISCOUNT PROTECTION which is available for Comprehensive cover then your hard earned discount (4 or more years) will not be affected unless you have more than 2 at-fault claims in 5 years. Windscreen breakage claims do not count.

## What to do if you want to lay up your van

If you want to take your van off the road e.g. for repairs, then you should contact ourselves or your Insurance Adviser who will recommend what course of action to take. It may be advisable to lay up your van on a temporary basis rather than cancel your policy.

## Lawcare

Even the most experienced driver can be involved in an accident. Unfortunately accidents can be both costly and particularly frustrating if they are not your fault and even if you are blameless you could still be out of pocket for costs such as:

- Your policy excess
- Cost of van hire or alternative transport
- Loss of earnings
- Compensation for personal injury
- Temporary loss of use of your van and other inconvenience.

As a further service to our customers, we can offer a service in which will make all reasonable efforts on your behalf to recover the above expenses following a motor accident which is not your fault. The legal costs involved in pursuing such a claim are covered up to £50,000.

With Lawcare you also have immediate and confidential access by phone to a team of legal consultants who will give you advice and guidance on any motor-related legal matter. Please call the Legal Assistance helpline on 01455 251500.

Lawcare is available to all our Vanshield customers for an extra premium. Please contact ourselves or your Insurance Advisor for details



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

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

Intact Insurance Isle of Man Limited (herein called the Insurer) and the Policyholder agree that

This Policy, the Schedule (including any Schedule issued in substitution) the Statement of Fact and any Endorsement shall be considered one document and any word or expression to which is specific meaning has been attached shall bear such meaning wherever it appears

The Statement of Fact or any information supplied by the Policyholder shall be incorporated in the contract

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

# Vanshield Policy

This is Your Vanshield Policy.

It is the evidence of the contract You have made with Us. We cover You during the Period of Insurance in the Territorial Limits in the terms set out in Your Vanshield Policy, in return for payment of the premium.

Your Statement of Fact, this policy book, Your Schedule, Your Certificate of Insurance and any Endorsements are all part of Your Policy and should be read together to avoid misunderstanding.

They show which Vanshield Sections are in force and contain the details of Your cover.

Your Statement of Fact is incorporated in and is part of this contract. You must tell Us as soon as possible of any change to the information given on Your Statement of Fact as failure to do so may invalidate Your Policy. You should not wait until the next renewal date.

No promotional literature or advice booklets form part of Your Policy.

Your Schedule shows which covers are in force. You should read it carefully along with the relevant sections of Your policy book, Your Certificate of Insurance and any Endorsements. You should also pay particular attention to the Conditions and Exclusions on pages 23 to 28 of this policy book.

These apply to every Vanshield Section. If Your Policy is amended by any Endorsement, We will notify You in writing.

Please make sure that Your Vanshield Policy meets Your requirements. If it does not, please tell Us without undue delay.

Cover will continue after the renewal date shown in Your Schedule only if We accept Your renewal premium.

# Definitions

## Audio, Visual, Navigation and Communication Equipment

Permanently fitted in or designed solely for use in the Motor Vehicle:

- A) radio, cassette, compact disc or other audio equipment
- B) telephone or other communication equipment
- C) television or other visual entertainment equipment
- D) visual navigation equipment

## Accessories

Additional supplementary parts of the Motor Vehicle not related to its function as a vehicle including Audio, Visual, Navigation and Communication Equipment

## British Isles

- A) Great Britain
- B) Northern Ireland
- C) the Isle of Man
- D) the Channel Islands
- E) transit by water, rail or air within or between any of these territories, provided this transit is by a commercial carrier

## Cause of Action

The occurrence of an event during the Period of Insurance within the Territorial Limits and which causes:

- A) accidental loss of or accidental damage to the Motor Vehicle or an attached Trailer
- B) accidental bodily injury to a Permitted

User while:

- (i) in the Motor Vehicle or
- (ii) getting into or out of the Motor Vehicle

Where there is a series or continuance of events, the relevant date of the **Cause of Action** will be that of the first event

## Certificate of Insurance

The document which provides evidence that an insurance contract is in force which satisfies the requirements of the Road Traffic Acts

Your Certificate of Insurance:

- A) has the same number as Your Policy
- B) shows who may drive the Motor Vehicle
- C) shows the uses to which the Motor Vehicle can be put
- D) shows the uses to which the Motor Vehicle cannot be put

## Court of Summary Jurisdiction

A Magistrates Court or a court of equivalent jurisdiction in the Territorial Limits

## Current List Price

The cost (including taxes and delivery) of replacing the Motor Vehicle with a new vehicle of the same make and model as advertised by the manufacturer

## 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

### Emergency Assistance

Emergency assistance provided by us with a local Company

### Emergency Treatment Fees

Payment for charges prescribed by the Road Traffic Acts for emergency medical assistance following a road traffic accident involving a van which We cover

### Endorsement

An amendment to Your Policy

### Excess

The amounts shown in Your Schedule or policy booklet which You pay for any one incident resulting in a claim

### Immobilised

Your Motor Vehicle cannot be driven, or is regarded as unsafe or unfit to be used on a public highway, as a result of an accident

### Legal Expenses

- A) Legal fees and
- B) other expenses

reasonably and properly incurred by a Permitted User in connection with Legal Proceedings including:

- (i) payments made by the Legal Personal Representative on the Permitted User's behalf

- (ii) costs which the Permitted User is required to pay by the order of a court, tribunal, arbitrator or by agreement with our third party service provider

### Legal Personal Representative

The solicitor/advocate or other appropriately qualified person or firm appointed to act for a Permitted User

### Legal Proceedings

- A) Civil
- B) tribunal and
- C) arbitration

proceedings and any resulting appeals issued within the Territorial Limits arising out of a **Cause of Action**

### Licence Holder

A person who:

- A) holds a licence to drive the Motor Vehicle or
- B) has previously held a licence to drive the Motor Vehicle and is not presently disqualified from obtaining another licence

### Market Value

The cost of replacing the Motor Vehicle with a Motor Vehicle of the same:

- A) make, model and
- B) pre-loss or damage condition, specification, mileage and age

The cost of replacing the Audio, Visual, Navigation and Communication Equipment with Audio, Visual, Navigation and Communication Equipment of the same:

- A) make, model and

- B) pre-loss or damage condition, specification and age

### **Motor Vehicle**

The vehicles shown:

- A) against Description of Vehicles in Your Certificate of 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 'van' on its own We refer to any van including the Motor Vehicle

### **No Claim Discount**

A discount from Your premium in return for not making or not having made a claim

### **No Claim Discount Protection**

Cover against loss of Your No Claim Discount

### **Period of Insurance**

- A) The duration of Your Policy, as shown on Your Certificate of Insurance and
- B) any following period, but only if We accept Your renewal premium

### **Permitted Driver**

Any person who:

- A) is shown on Your Certificate of Insurance as being entitled to drive the Motor Vehicle and
- B) has Your permission to drive the Motor Vehicle

### **Permitted User**

- A) You
- B) a Permitted Driver
- C) any passenger whom You or a Permitted Driver have authorised to be in the Motor Vehicle
- D) any person who is using but not driving the Motor Vehicle with Your permission

### **Policy**

The documents consisting of:

- A) Statement of Fact
- B) this policy book
- C) Your Schedule
- D) Your Certificate of Insurance and
- E) any Endorsements

### **Replacement Vehicle**

Any motor vehicle supplied to You by Our Replacement Vehicle Supplier following loss or damage to the Motor Vehicle

### **Replacement Vehicle Supplier**

Any third party service provider with whom We agree to supply a Replacement Vehicle

### **Road Traffic Act**

Legislation which includes details of the minimum cover for which motor insurance is required in the British Isles

### **Schedule**

The document which describes:

- A) You

- B) Permitted Drivers
- C) any details of Your Policy that are specific to You

### Statement of Fact

The document which provides details of:

- A) You
- B) other Permitted Drivers
- C) all material information relevant to the cover which You have requested
- D) assumptions We have made about material information. If these are incorrect You must inform Us.

### Territorial Limits

- A) The British Isles
- B) The Republic of Ireland
- C) transit by water, rail or air within or between any of these territories provided this transit is by a commercial carrier

### Terrorism

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 Her Majesty's Government in the United Kingdom or any other government de jure or de facto

### Theft

- A) Theft
- B) attempted theft
- C) the taking away of the Motor Vehicle without Your consent or the Owner's consent

### Tools

Hand tools belonging to You or Your employees or for which You are legally responsible and used in connection with Your business

### Trailer

A trailer which is properly constructed to be towed by a Motor Vehicle, which is of a size appropriate for the capacity of the Motor Vehicle and which is used for the carriage of goods. Any plant permanently attached to a trailer shall be regarded as part of that trailer

### Vehicle Keys

Any device used for starting Your Motor Vehicle or using its locks or immobiliser

### We, Us, Our, Insurer

Intact Insurance Isle of Man Limited

### You, Your, Policyholder, Insured

Whoever is named as the Policyholder in:

- A) Your Schedule and
- B) Your Certificate of Insurance

# Section 1 – Loss of or Damage to the Motor Vehicle

## A Comprehensive Cover

This cover only applies if **Your Schedule** shows that comprehensive cover is in force

### What We Cover

We cover loss of or damage to:

- A) the **Motor Vehicle**
- B) a **Trailer** if specified in **Your Schedule**
- C) the windscreen including windows of the **Motor Vehicle**

### Maximum Amounts For Which We Provide Cover

In respect of the **Motor Vehicle** We provide cover up to the following maximum amounts:

- A) the **Market Value**
- B) £25,000 or any higher amount specified in **Your Schedule**

whichever is the lower of A) or B) shown above

In respect of **Audio, Visual, Navigation and Communication Equipment** We provide cover up to

- A) the **Market Value** for equipment fitted by the manufacturer as part of the vehicle's original specification at first registration

or

- B) £750 or any higher amount shown in **Your Schedule**, whichever is the lower of these A or B for equipment not fitted by the manufacturer as part of the vehicle's original specification at first registration

## Claim Settlement

Provided the loss or damage is covered under **Your Policy**, We will settle **Your** claim as explained below, subject to any **Policy** limits and any applicable **Excess**:

### The Motor Vehicle

Following loss of or damage to the **Motor Vehicle** We will:

- (i) authorise repair or pay for repair to the damage where repair can be economically made Where **We** have offered repair but **You** prefer a cash settlement, **We** will pay **You** an amount equal to the amount which **We** would have paid had the repair been made
- (ii) where the **Motor Vehicle** is lost and not recovered or where repair cannot be economically made, **We** will pay the cost of replacing the **Motor Vehicle** with a van of the same **Market Value**

## B Cover for fire and theft

This cover applies if **Your Schedule** shows that third party fire & theft cover is in force

### What We Cover

We cover loss or damage caused by fire, lightning, explosion and **Theft** to:

- A) the **Motor Vehicle**
- B) a **Trailer** if specified in **Your Schedule**
- C) the windscreen including windows of the **Motor Vehicle**

### Maximum Amounts For Which We Provide Cover

In respect of the **Motor Vehicle** We provide cover up to the following maximum amounts:

- A) the **Market Value**
- B) £5,000 or any higher amount specified in **Your Schedule**

whichever is the lower of A) or B) shown above

### Claim Settlement

See 'claim settlement' under Part A comprehensive cover of this Section

### C Extension of Cover

While the **Motor Vehicle** is in the custody of a **Defined Organisation** the following Exclusions and Endorsements do not apply:

- A) Exclusions 1 and 2 of this Section
- B) Section 6 - 'Exclusions Which Apply to **Your Whole Policy**' Part B Use and Driving Which **We Do Not Cover**, paragraphs A) and C)

### D Recovery and Redelivery of the Motor Vehicle

Provided the loss or damage is covered under **Your Policy**, **We** will pay the reasonable cost of:

- A) protection of the **Motor Vehicle** and removal of the **Motor Vehicle**, if it cannot be driven, to the nearest repairer
- B) delivery of the **Motor Vehicle** after its repair or recovery to **Your** address in the **British Isles**

### E Hiring and Other Agreements

If **We** know that the **Motor Vehicle** is the subject of a:

- A) hire purchase agreement or
- B) vehicle leasing agreement or
- C) other agreement

**We** will pay:

- (i) the person or
- (ii) the organisation

requiring payment under the terms of the agreement and their receipt of the payment will be a discharge of any claim under this Section

### F New Van Cover

This cover only applies if **Your Schedule** shows that comprehensive cover is in force

If the **Motor Vehicle** is less than one year old from the date of the initial registration at the time when it is:

- A) totally destroyed or
- B) lost and not recovered or
- C) damaged and the cost of repair would exceed 60% of its **Current List Price** immediately before the accident

**We** will contribute towards the replacement of the **Motor Vehicle** with a new van of the same make and model provided that:

- (i) the **Motor Vehicle** was purchased new by **You** and belongs to **You** or is supplied to **You** under a hire purchase agreement and
- (ii) a new van of the same make and model is currently available for sale in the **British Isles**

The total additional amount payable above the **Motor Vehicle's Market Value** immediately prior to the loss or damage will not exceed the limit shown in **Your Schedule**

### G Replacement Locks

If the **Vehicle Keys** of **Your Motor Vehicle** are lost or stolen **We** will pay the cost of

- A) replacing the door locks including boot lock

- B) replacing the ignition/steering lock
- C) replacing the lock transmitter and central locking interface
- D) re-coding or if necessary replacing the alarm system

### Exclusions to Section 1

#### Exclusion 1 Young or Inexperienced Driver Excess

In respect of each and every occurrence:

You must pay the **Excess** shown below in respect of any claim for loss or damage if the **Motor Vehicle** is being driven by or is in the charge of a person who is:

- |   |      |
|---|------|
| A) under 21 years of age  | £300 |
| B) under 25 years but not under 21 years of age   | £150 |
| C) 25 years of age or more but holds a provisional licence or has held a full licence to drive a <b>Motor Vehicle</b> for less than 12 months | £150 |

These excesses will apply in addition to any **Excess** shown in the **Schedule**

This Exclusion does not apply to loss or damage:

- (i) caused by fire, lightning, explosion or **Theft**
- (ii) to the windscreen including windows where this is the only damage to the **Motor Vehicle** other than scratching of bodywork resulting from the breakage

#### Exclusion 2 Accidental Damage Excess

You must pay the **Excess** shown in **Your Schedule** in respect of any loss of or damage to the **Motor Vehicle** under this section other than:

- A) loss or damage to the windscreen including windows where this is the only damage to the **Motor Vehicle**

- B) loss or damage caused by fire, lightning, explosion or **Theft**

#### Exclusion 3 Windscreen and Windows Excess

You must pay the **Excess** shown in **Your Schedule** in respect of any claim for the windscreen including windows of the **Motor Vehicle**.

#### Exclusion 4 Theft Excess

You must pay the **Excess** of £100 in respect of any claim for loss or damage caused by **Theft** under this Section other than:

- A) loss or damage to the windscreen including windows where this is the only damage to the **Motor Vehicle**
- B) loss or damage occurring within a private locked garage
- C) loss or damage occurring as a result of the **Motor Vehicle** being taken from a private locked garage

If the registration number of a **Motor Vehicle** is shown against this **Excess**, this **Endorsement** only applies to that **Motor Vehicle**

#### Exclusion 5 Loss or damage resulting from your car being taken, without your permission

We do not cover Loss or damage resulting from your car being taken, without your permission if by:

- your partner;
- your boyfriend or girlfriend;
- your children;
- anyone who normally lives with you; or
- a member of your family.

### Exclusion 6 Trailers

We do not provide cover for loss or damage to Trailers unless the Trailer is specified in Your Schedule

- (vii) loss or damage arising in connection with the operation as a tool of such vehicle or of plant attached to or forming part of it unless otherwise shown in Your Schedule

### Exclusion 7 Trailer Theft Excess

You must pay a £100 Excess in respect of any claim for loss or damage to a detached Trailer caused by Theft unless the loss or damage occurred as a result of the Trailer being taken from a locked garage or building

- B) We do not cover loss by deception

### Exclusion 7 General Exclusions

A) We do not cover:

- (i) loss of value following repair
- (ii) loss of use depreciation wear and tear or mechanical electrical electronic or computer failure breakdowns or breakages
- (iii) damage to tyres caused by braking or by punctures, cuts or bursts
- (iv) loss or damage due to the theft or attempted theft of the Motor Vehicle while it is unattended and unlocked with the Vehicle Keys in or on the vehicle
- (v) loss or theft of portable satellite navigation systems when the Motor Vehicle is left unattended or unoccupied unless they are stored out of sight in a locked boot or locked glove compartment
- (vi) mobile telephones or other communication equipment not permanently fitted in nor designed solely for use in the Motor Vehicle.

## Section 2 – Liability to Third Parties

### Sub-Section 1A Cover if You are Driving

We cover You in respect of legal liabilities which You incur in respect of:

- A) death of or bodily injury to any persons (including passengers)
- B) loss of or damage to material property up to a limit of £5 Million for any one claim or number of claims arising out of 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 £5,000,000 any one claim or number of claims arising out of one cause

in connection with the use of the **Motor Vehicle** (including loading and unloading) or an attached **Trailer**

- D) a **Replacement Vehicle** which is being used or driven in the **British Isles** or Republic of Ireland but only where there is no other insurance in place to cover the same liability

### Sub-Section 1B Cover for Legal Fees, Costs and Expenses

We cover You in respect of claims under Sub-Section 1A Cover if You are Driving for:

- A) solicitors' fees for representation at any:
  - (i) Coroner's Inquest or
  - (ii) Fatal Inquiry or
  - (iii) Court of Summary Jurisdiction

- B) the costs of defence against a charge of:
  - (i) manslaughter or
  - (ii) causing death by dangerous driving
- C) other legal fees, costs and expenses incurred with Our written consent

### Sub-Section 2 Cover for Other People

We cover the following people for legal liabilities to others in the same way that We cover You under Sub-Section 1A Cover if You are Driving and Sub-Section 1B Cover for Legal Fees, Costs and Expenses

- A) any **Permitted Driver**
- B) any passenger in the **Motor Vehicle**
- C) (i) any Principal with whom You have an agreement
  - (ii) any Hirer of the **Motor Vehicle** other than under a hire purchase agreement provided that We shall not be liable in respect of liability arising from the act default or neglect of the Principal/Hirer his servant or agent
- D) the Legal Personal Representatives of any person entitled to indemnity under this Section in respect of liability incurred by that person

### Sub-Section 3 Cover for Employees' Vehicles

We will indemnify You and no other person in the terms of Sub-Section 1A Cover if You are Driving while any **Motor Vehicle** not the property of or provided by You is being used in connection with Your business by any person in Your employ

We will not cover any liability

- A) if there is any other insurance covering the same liability
- B) for loss of or damage to the **Motor Vehicle**

### Sub-Section 4 Cover in the European Union

We provide cover to satisfy the legal minimum insurance requirements of the following countries, including legal fees, costs and expenses incurred with **Our** written consent, while the **Motor Vehicle** or an attached **Trailer** is in any of these countries:

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

### Sub-Section 5 Our Right to Recover Payment

If **We** make any payment under any part of Section 2:

- A) solely because of the requirements of any law and
- B) which **We** would not have paid under the terms of **Your Policy** if that law had not required **Us** to make that payment

**You** will be obliged to repay to **Us** any such payment

### Extensions to Section 2

#### Towing

This **Policy** shall operate while the **Motor Vehicle** is being used for the purpose of towing

- A) one disabled mechanically-propelled vehicle
- B) any **Trailer**

Provided always that the **Vehicle** or **Trailer** being towed is not towed for reward

**We** do not cover:

- A) loss or damage to the towed vehicle or **Trailer** or property being conveyed by such vehicle or **Trailer**
- B) the **Motor Vehicle** to which any **Trailer** is attached if it is drawing a greater number of **Trailers** than is permitted by law

### Exclusions to Section 2

**We** do not cover:

- A) the legal liability of any person who is driving unless that person is a **Licence Holder**
- B) the legal liability of any person other than the driver or attendant of the **Motor Vehicle** arising from loading or unloading beyond the limits of any carriageway or thoroughfare
- C) the legal liability of any person:
  - (i) who is not driving but
  - (ii) who is claiming cover
 if that person knows that the driver is not a **Licence Holder**
- D) the legal liability of any person other than **You** if that person is entitled to cover under any other insurance policy
- E) loss of or damage:
  - (i) to the **Motor Vehicle** including any van which is being driven under the terms of Sub-Section 1A Cover if **You** are Driving, paragraph B)
  - (ii) to any property which is owned by or in the custody of the person who is making a claim under this Section

- F) death of or bodily injury to any person arising out of that person's employment except as required by any relevant road traffic legislation
- G) any legal liability, except as required by any road traffic legislation, which arises from the use of any van which **We** cover under this Section while it is on any part of any commercial or military airport or airfield used for:
  - (i) the take-off, landing or 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
- H) liabilities arising out of **Trailers** detached from the **Motor Vehicle** unless the **Trailer** is specified in **Your Schedule**
- I) liabilities arising out of an attached **Trailer** if the **Motor Vehicle** is drawing a greater number of **Trailers** than is permitted by law
- J) for liabilities arising out of the use of an unspecified **Trailer** as a tool - except as required by any relevant road traffic legislation
- K) any consequence of **Terrorism** except as required by any relevant road traffic legislation
- L) unless otherwise shown in **Your Schedule** liability arising out of the operation as a tool of the **Motor Vehicle** or attached plant except as required by any relevant road traffic legislation

## Section 3 – Driving Abroad

### A Cover Under This Section

We provide cover to satisfy the legal minimum insurance requirements of the countries specified in Section 2 - Liability to Third Parties Sub-Section 4 Cover in the European Union only

### B Extension of Cover

Where You have:

- (i) requested the cover in advance on leaving the UK or Isle of Man
- (ii) provided Us with details of the **Motor Vehicle** to be covered
- (iii) provided Us with details of the countries to be visited
- (iv) provided Us with details of the length of Your stay
- (v) provided Us with details of who will drive
- (vi) paid an additional premium

and We agree, We will cover loss or damage to the **Motor Vehicle**

### C Other Charges

If Your cover has been extended under B Extension of Cover above We will pay the enforced payment of customs duty that You must pay as a direct result of loss or damage covered by Your **Policy**

We will also cover You against general average contribution salvage and sue and labour charges arising from the transportation of **Your Motor Vehicle** by sea between any countries to which this insurance applies

## Section 4 – Other Clauses

### A Rallies, Competitions and Trials

While any van which We cover is used in any:

- A) rally or
- B) competition or
- C) motor trial

We restrict cover to those legal liabilities for which insurance is compulsory under the **Road Traffic Acts** and We provide no other cover under **Your Policy**

We do not apply this limitation in respect of any event organised to encourage road safety or a treasure hunt in respect of which:

- (i) the route does not exceed 100 miles and
- (ii) no merit is attached to the competitor's performance while driving except in relation to good road behaviour and compliance with the Highway Code and
- (iii) if the event includes driving tests then the driving area must not exceed 100 metres square and tests must not be timed

### B No Claim Discount

Your **No Claim Discount** will be increased each year as shown below provided no incident occurs during the **Period of Insurance** which results in a claim:

NCD AT POLICY START DATE OR PREVIOUS RENEWAL	NCD FOLLOWING A CLAIM-FREE YEAR
5 or more years	5 or more years
4 years	5 years
3 years	4 years
2 years	3 years
1 year	2 years
Nil	1 year

Your **No Claim Discount** will be reduced each year as shown below if an incident occurs during the **Period of Insurance** which results in a claim:

NCD AT POLICY START DATE OR PREVIOUS RENEWAL	NCD FOLLOWING A CLAIM OR CLAIMS		
	One Claim	Two Claims	Three or More Claims
5 or more years	3 years	1 year	Nil
4 years	2 years	Nil	Nil
3 years	1 year	Nil	Nil
2 years	Nil	Nil	Nil
1 year	Nil	Nil	Nil

Payment made for the following does not affect Your **No Claim Discount** entitlement:

- A) **Emergency Treatment Fees**
- B) breakage of glass in the windscreen including windows where this is the only damage to the **Motor Vehicle**

## C More Than One Motor Vehicle Insured

If **We** cover more than one **Motor Vehicle** under **Your Policy** then Part B No Claim Discount of this Section applies separately to each **Motor Vehicle**

## D Emergency Treatment

**We** cover any **Permitted User** for legal liability for **Emergency Treatment Fees**

## E Cross Liabilities

If the **Policyholder** comprises more than one party (which in the case of a partnership includes each individual partner) **We** will cover each party's liability against the other as if the other was not included as a **Policyholder**

## F Personal Effects

If **Your Schedule** shows comprehensive cover is in force, if personal clothing or effects are lost or destroyed by fire, theft or accident while in or on the **Motor Vehicle** **We** will pay **You** or if **You** so wish, the owner of the property in cash to the value of loss or damage up to the limit of £50 per incident

**We** do not cover :

- (i) Money, stamps, tickets, documents or securities
- (ii) Business stock or equipment used for business purposes
- (iii) Theft of any property from a pickup truck unless stolen from the cab of the **Motor Vehicle**

## G Medical Expenses

If **Your Schedule** shows comprehensive cover is in force **We** will, at **Your** request, pay medical expenses for each occupant of the **Motor Vehicle** who, as a direct result of an insured incident sustains bodily injury up to the limit of £250 per injured person

## H Personal Accident

If **Your Schedule** shows comprehensive cover is in force **We** will pay the following benefits to the driver of the **Motor Vehicle** (or the drivers Legal Personal Representative) if the driver while in or getting into or out of the **Motor Vehicle** sustains bodily injury by accidental external violent and visible means which independently of any other cause within three months of the accident result in

(i)	death	£5,000
(ii)	complete and permanent loss of sight of any eye	£5,000
(iii)	loss by severance of a limb at or above the wrist or ankle	£5,000

**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.

## I Tools in Transit

If **Your Schedule** shows comprehensive cover is in force, if **Tools** are lost or damaged by fire, theft or accident while in or on the **Motor Vehicle** **We** will pay **You** or if **You** so wish, the owner of the property in cash to the value of loss or damage up to a limit of £500 per incident

**We** do not cover :

- (i) **Theft** of any property from a pick-up truck unless stolen from the cab of the **Motor Vehicle**
- (ii) lap top palm top or similar portable computer equipment
- (iii) satellite navigation or similar communication equipment
- (iv) mobile cellular WAP or other portable telephone equipment

## Section 5 – Conditions Which Apply to Your Whole Policy

The following conditions apply to every Section of **Your Policy**. Failure to comply with **Your** obligations as noted within these conditions may result in

- 1) a claim being rejected or
- 2) **Your Policy** being declared invalid

### A 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, **Our Right to Recover Payment** clause [Sub-Section 5 of Section 2 - Liability to Third Parties ] will apply and **You** may be required to repay to **Us** any payment that **We** have been obliged to pay on **Your** behalf.

### B Alteration in Risk

**You** must notify **Us** as soon as possible of any alteration in risk which materially affects **Your Policy**. Material information would include:

- A) any special feature of the **Motor Vehicle**
- B) any special use of the **Motor Vehicle**
- C) the **Motor Vehicle's** location
- D) the history of any driver

- E) a health condition which affects any driver or any other relevant information which makes losses more likely to happen or makes losses more serious if they do happen

**We** may re-assess **Your Policy** cover and premium following notification of material information

### C Licence Checking

**You** must check the driving licence of every driver who will drive the **Motor Vehicle** and **You** must inform **Us** of :

- A) any convictions noted on the licence
- B) any Provisional licence
- C) any licence issued outside the UK

### D Notification of a Claim

**You** must notify any of the following to **Us** as soon as possible:

- A) any incident which may give rise to a claim
- B) civil or criminal proceedings

If there has been a **Theft** **You** must tell the Police as soon as possible

**We** may request **You** to provide all details in writing together with any supporting evidence which **We** may reasonably require

If any of the following documents are served on **You** or any other person in connection with any incident then they must be sent to **Us** as soon as possible:

- (i) writs
- (ii) summons
- (iii) other legal documents
- (iv) letters of claim
- (v) other correspondence

You must not answer any correspondence without Our written consent We will not unreasonably withhold Our consent

### **E Conduct of a Claim**

You must give Us whatever information or assistance We reasonably request

You must not:

- A) admit
- B) deny
- C) negotiate or
- D) promise to pay

any claim without Our written consent

We will not unreasonably withhold Our consent

### **F 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 this insurance Policy for the relevant claim; or
- (b) void this insurance Policy from its inception or from the date of the relevant claim

### **G Looking after Your Motor Vehicle**

You must take reasonable precautions to keep the Motor Vehicle in a roadworthy condition

You must ensure that reasonable precautions are taken at all times to prevent injury and safeguard the Motor Vehicle from loss or damage

### **H 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.

### **I Non Payment/Consumer Credit Termination Clause**

We reserve the right to terminate the Policy in the event that there is a default in instalment payments due under any linked loan agreement You must return Your current Certificate of Insurance to Us if We cancel Your Policy

## J Other Insurance

Where a claim is covered under **Your Policy**, and this claim is covered by any other insurance, **We** will only pay **Our** share of the claim

## K Exercising Your rights on Your behalf

If **We** or **Our** third party service provider ask, **You** or any other **Permitted User** making a claim must at any time:

- A) take or
- B) allow **Us** or **Our** third party service provider to take in **Your** name or the name of the **Permitted User**

all the steps needed to enforce **Your** rights 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

**We** will pay any reasonable costs and expenses involved

## L Access to the Motor Vehicle

**We** will have free access to examine the **Motor Vehicle** at all reasonable times

## M Law Applicable

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) or Isle of Man 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 in writing **We** have agreed with **You** that the law which applies to this contract is the law which applies to the Jurisdiction in which **You** are based or if **You** are based in the Channel Islands or the Isle of Man the law of whichever of those two places in which **You** are based

**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** are based or if **You** are based in either

the Channel Islands or the Isle of Man the courts of whichever of those two places in which **You** are based

## N Overnight Garaging

If **Your Schedule** shows that the overnight location of **Your Motor Vehicle** is a

- A) private garage or
- B) building or
- C) secure compound or
- D) secure car park

**We** will only provide cover for loss of or damage to **Your Motor Vehicle** caused by **Theft** or malicious damage between the hours of 22.00 and 06.00 and arising at the overnight postcode if at the time of such loss or damage

- (i) the **Motor Vehicle** was kept in the overnight location advised to **Us** and
- (ii) the overnight location was locked and secured at the time of such loss or damage

## O Application of limits

The maximum amount **We** will pay irrespective of the number of parties covered by **Your Policy** having a claim under **Your Policy** shall not exceed in whole any limits shown in **Your Policy** or **Your Schedule**

For the purposes of any limits shown in **Your Policy** or **Your Schedule** all parties included in the definition of the **Policyholder** and covered under **Your Policy** will be treated as one **Policyholder** and there will be only one contract of insurance between the **Policyholder** and **Us**

## P Compliance with Policy Terms

It is a condition of **Your Policy** that **You** comply with the terms and conditions of **Your Policy** and that any other person covered by **Your Policy** as though they were **You** with the terms and conditions of **Your Policy**

## Section 6 – Exclusions Which Apply to Your Whole Policy

### A Changes or additions to the vehicles to be Insured

The Insurers will not indemnify the Policyholder in respect of any vehicle unless

- A) the Insurers already have details of this vehicle or
- B) details of any changes or additions to the vehicle(s) to be insured are given to the Insurers immediately and the Insurers accept them and
- C) the Insurers have issued a certificate of motor insurance

The Policyholder must return any obsolete certificate of motor insurance to the Insurers.

### B Use and Driving Which We Do Not Cover

We do not cover any claim under any Section of Your Policy occurring while a van which We cover is being:

- A) used with Your permission but is being driven or used outside the circumstances defined in Your Certificate of Insurance
- B) driven by You unless You are a Licence Holder
- C) driven with Your permission by any person:
  - (i) who is not permitted to drive in Your Certificate of Insurance or
  - (ii) who You know is not a Licence Holder
- D) driven by or in the charge of any person under 25 years of age unless that person is named in Your Schedule

Paragraphs A), C) and D) above of this Exclusion do not apply in respect of claims under Section 1 – ‘Loss or Damage to the Motor Vehicle’ when the Motor Vehicle is in the custody of a Defined Organisation

### C Liability Which Results From An Agreement

We do not cover any liability which results solely from an agreement

### D Radioactive Contamination

We do not cover any:

- A) loss of or damage to any property
- B) legal liability
- C) expense
- D) bodily injury
- E) any other loss

which is directly or indirectly caused by or arising from or contributed to by:

- (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of any nuclear fuel
- (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of it

### E War Risks

We do not cover any:

- A) loss of or damage to any property
- B) legal liability
- C) expense
- D) bodily injury
- E) any other loss

which is directly or indirectly caused by or arising from or contributed to by:

- (i) war, invasion, act of foreign enemy or hostilities (whether war is declared or not)
- (ii) civil war, rebellion, revolution, insurrection or military or usurped power

except as required by any relevant road traffic legislation

## **F Riot and Civil Commotion**

We do not cover any consequence of riot or civil commotion occurring in Northern Ireland

We do not apply this Exclusion to Section 2 - 'Liability to Third Parties'

## **G Sonic Bangs**

We do not provide cover under Section 1 - 'Loss of or Damage to the **Motor Vehicle**' of **Your Policy** in respect of loss or damage which is caused by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speed

## **H Pollution**

We do not cover:

- A) death of any person
- B) bodily injury to any person or
- C) damage to any property which is directly or indirectly caused by pollution or contamination unless this pollution or contamination is directly caused by an incident which occurs in its entirety at a specific time and place during the **Period of Insurance** and is:
  - (i) sudden
  - (ii) identifiable
  - (iii) unintended and
  - (iv) unexpected

All pollution which arises out of one incident will be considered to have occurred at the time when this incident takes place

We will not apply this Exclusion in circumstances where it is necessary to meet the requirements of any relevant road traffic legislation

## **I Rallies, competitions, trials and track use**

We will not cover any claim if Your Motor Vehicle is used:

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

## **J Public authorities**

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

## **K Deliberate Acts**

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

## **L 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 Own Damage Excess

(The part of **Your Policy** booklet amended by this **Endorsement** is Section 1 “Loss of or Damage to the Motor Vehicle”)

In respect of each and every occurrence **You** must pay the **Excess** shown in **Your Schedule** in addition to the **Excess** shown against Exclusion 1 and 2 of Section 1 “Loss of or Damage to the Motor Vehicle” 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 car other than scratching to the bodywork resulting from the breakage

### Endorsement 2 Exclusion of Damage Cover for Unnamed Drivers Under 25

(The part of **Your Policy** booklet amended by this **Endorsement** is Section 1 – “Loss of or Damage to the Motor Vehicle”)

**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 car 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**.

## Section 8 – No Claim Discount Protection

This Section is only applicable if **Your Schedule** shows that it is in force

Section 4 - Other Clauses, B No Claim Discount and C More Than One Vehicle Insured are replaced by the following:

### A No Claim Discount Protection

If **You** have selected **No Claim Discount Protection** then **Your No Claim Discount** will remain at 4 or more years following up to two at fault claims in five consecutive Periods of Insurance

**Your No Claim Discount** will be reduced as below following three or more claims in five consecutive Periods of Insurance

PROTECTED NCD AT POLICY START DATE OR PREVIOUS RENEWAL	NCD AFTER 3 OR MORE CLAIMS IN 5 CONSECUTIVE PERIODS OF INSURANCE		
	3 Claims	4 Claims	More Than 4 Claims
4 years	2 years	Nil	Nil
5 or more years	3 years	1 year	Nil

While **We** may review **Your Policy** cover and premium following a claim this will not affect **Your**

**No Claim Discount Protection** unless there have been three or more claims in five consecutive Periods of Insurance

Payment made for the following does not affect **Your No Claim Discount Protection**:

- A) Emergency Treatment Fees
- B) breakage of glass in the windscreen including windows where this is the only damage to the **Motor Vehicle**

### B More Than One Motor Vehicle Insured

If **We** cover more than one **Motor Vehicle** under **Your Policy** then Part A **No Claim Discount Protection** of this Section applies separately to each **Motor Vehicle**

## Section 9 - Lawcare

This Section is only applicable if Your Schedule shows that Lawcare is in force

### A Cover Which We Provide Under Section 9 - Lawcare

- A) Our third party service provider will use reasonable endeavours to recover uninsured losses for a Permitted User arising from a Cause of Action
- B) We cover a Permitted User following a Cause of Action for Legal Expenses incurred by the Permitted User and the Legal Personal Representative in respect of the pursuit of Legal Proceedings
- C) If We have paid for any Legal Expenses which You later succeed in recovering from any third party, We will be entitled to reimbursement of those expenses.
- D) You have the right to choose a solicitor to act as Your representative subject to Our agreement to the legal fees charged by that solicitor.
- E) Any solicitor acting for You will do so subject to Our standard terms of appointment to act in Your name and for Your benefit.

### B Claim Settlement

We will pay up to the amount shown in Your Schedule in respect of any one incident regardless of the number of Permitted Users involved in the incident

### C What We Do Not Cover Under Section 9 - Lawcare

- A) Our third party service provider will not attempt recovery of uninsured losses notified to Us or Our third party service provider more than 180 days after the Cause of Action arose

- B) We do not cover Legal Expenses in respect of Legal Proceedings where We or Our third party service provider are notified of a claim under this Section more than 180 days after the Cause of Action arose

- C) We do not cover Legal Expenses where the Cause of Action arose prior to the commencement of cover provided by this Section

- D) We do not cover actions taken in constitutional, international or supranational courts or tribunals

- E) We will not pay Legal Expenses for Legal Proceedings commenced by a Permitted User before the appointment of the Legal Personal Representative by Our third party service provider

- F) We do not cover amounts incurred before We or Our third party service provider accept the claim in writing unless otherwise agreed by Us or Our third party service provider

- G) We do not cover any Legal Expenses incurred as a result of delays by a Permitted User which in Our third party service provider's reasonable opinion are prejudicial to the case

- H) We do not cover Legal Expenses which become payable as a result of the withdrawal from Legal Proceedings by a Permitted User without Our or Our third party service provider's consent

We or Our third party service provider will be entitled to recover from the Permitted User any sums paid during the course of the Legal Proceedings as a result of this withdrawal

- I) We do not cover expenses of an expert witness unless Our third party service provider have given written approval before the appointment of such witness

- J) We do not cover any claim in respect of any **Legal Expenses** relating to any other party bringing a claim or counter claim against a **Permitted User**

## Conditions Applicable to Section 9 - Lawcare

### A Actions Against Another Permitted User

If You are pursuing **Legal Proceedings** against another **Permitted User**, We will pay **Your Legal Expenses** and not those of the other **Permitted User**

If **Your Policy** is in joint names, We will regard the person whose name appears first in **Your Schedule** as **You** for the purpose of this Section

### B Information About the Claim

You must complete a claim form and forward it to **Us** at the address shown in **Your Schedule** as soon as **You** are aware of any claim

The **Permitted User** must keep **Us** or **Our** third party service provider informed of all developments connected with the claim including any offer or payment into court to settle the dispute

**Our** third party service provider will have access to all information, documentation or evidence whether or not legally privileged

### C Representation

You have the right to choose a solicitor to act as **Your** representative subject to **Our** agreement to the legal fees charged by that solicitor.

Any solicitor acting for **You** will be subject to **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 the amount shown in the **Schedule**

Any dispute arising from the **Permitted User's** choice of the solicitor, person or firm to act as a Legal Personal Representative may be referred to Arbitration in accordance with Condition I of Section 9

### D Conflict of Interest

If at any time during the course of the claim We become aware of any possible conflict of interest between **You** and **Us**, or on the part of the solicitor appointed to act for **You**, We will

- A) tell **You** about it in writing; and
- B) give **You** the right to choose a solicitor.

### E Control of the Claim

**Our** third party service provider will have control of the claim, in consultation with the Legal Personal Representative and the **Permitted User** must follow their reasonable advice

The **Permitted User** must not commence **Legal Proceedings** without **Our** third party service provider's written consent

**Our** third party service provider will not unreasonably withhold their consent

The **Permitted User** will give proper assistance as soon as possible and co-operate fully with:

- A) **Us**
- B) **Our** third party service provider
- C) the Legal Personal Representative and

- D) any counsel which has been appointed by the Legal Personal Representative

The **Permitted User** must keep **Our** third party service provider or the Legal Personal Representative informed of all developments as soon as possible after these developments arise

If in any **Legal Proceedings** the **Permitted User's** claim is not successful and he or she intends to appeal then the **Permitted User** must notify **Our** third party service provider or the Legal Personal Representative in writing not later than either:

- (i) 14 days before the time for making an appeal expires or
- (ii) as soon as possible where the period of appeal is 14 days or less

The **Legal Expenses** of the appeal are covered if **Our** third party service provider and the Legal Personal Representative agree that there are reasonable prospects of such an appeal succeeding

## F Reasonable Prospects

We will pay a **Permitted User's Legal Expenses** provided there are reasonable prospects that the claim or **Legal Proceedings** will achieve the remedy or result sought by the **Permitted User**

If at any time **Our** third party service provider or the Legal Personal Representative reasonably consider that the claim or **Legal Proceedings** do not have such prospects, **Our** third party service provider will advise the **Permitted User** in writing and notify the **Permitted User** that **Our** liability to pay any further **Legal Expenses** will cease 14 days after the **Permitted User** receives the notice

No **Legal Expenses** may be incurred after the **Permitted User** receives the notice unless **Our** third party service provider have given written consent

**Our** third party service provider will not unreasonably withhold their consent where to do so is likely to prejudice the claim or **Legal Proceedings**

## G Option to Reimburse

Where in the reasonable opinion of **Our** third party service provider the **Permitted User** would suffer no detriment, **Our** third party service provider may elect to pay the **Permitted User** for the value of goods or services or the claim for damages or uninsured losses

## H Early Settlement

The **Permitted User** must inform **Our** third party service provider as soon as possible of any offer or payment into court which has been made with a view to settling the claim

The **Permitted User** must not make or authorise any offer to settle the claim which would result in the payment of **Legal Expenses** without **Our** third party service provider's consent

**Our** third party service provider will not unreasonably withhold their consent

If any offer or payment into court is:

- A) not accepted by the **Permitted User** and
- B) if the amount of this offer or payment is equal to or greater than the total damages which the **Permitted User** is eventually awarded

We will have no liability in respect of **Legal Expenses** which were incurred after the date of such offer or payment into court, unless **Our** third party service provider agreed to the continuation of the proceedings

## I 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 lawyer's organisation will be asked to choose one. Whoever loses the arbitration will pay the costs and expenses of the arbitrator. 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.

## J Accounts and Level of Expenses

The **Permitted User** or the Legal Personal Representative must submit to **Our** third party service provider all accounts for **Legal Expenses** as soon as possible after their receipt

**Our** third party service provider may require the Legal Personal Representative to have the **Legal Expenses** taxed, assessed or audited

# 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 to our Customer Relations Office who will conduct a separate investigation. This will be concluded with the issue of the company's 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:

Email Address:                   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.

## 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. However the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

# 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 the RSA Group 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

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

Tel: +44 1624 693260





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