

# Motor Fleet

## Notice to Policyholder

### Important information affecting your policy wording

We're pleased to introduce our new Intact Motor Fleet insurance product, which has replaced the NIG Motor Fleet product.

This Notice to Policyholder highlights the key updates and changes to your policy. It doesn't include the full terms and conditions of your insurance, so we encourage you to read all your policy documents carefully to understand the cover provided.

Please also note that some of these changes may relate to parts of the policy that aren't currently included in your cover.

If you have any questions about any of these amendments, please contact your broker.

Your policy wording changes are summarised as follows:

### Policy Structure

We've made some changes to the structure of your policy wording to help improve signposting and make it easier to find the information you need. We have:

- included a new 'About Your Policy' page;
- added a 'Navigating Your Policy' page to help draw attention to key parts of your policy that you might want to locate quickly;
- added new 'Making a Claim – Notification' and 'Making a Claim – Claims Conditions' pages which group together conditions relating to claims and put them alongside information about how to notify us about a claim. You can now find all key claims information in one place;
- added specific pages for 'The Duty of Fair Presentation', 'Cancellation', and 'Payment of Premium.' Each of these are designed to clarify the rights and obligations applicable to us and to you;
- added a new 'Operation of Your Policy' page which groups together conditions which do not place an obligation on either you or us. These conditions set out how the policy operates in practice;
- moved 'General Definitions, General Conditions, and General Exclusions' to the back of the policy for ease of reference.

### Policy Cover

The cover provided by your policy has been amended as follows. We have:

- incorporated the new Intact Insurance standard 'Sanctions' wording under 'Operation of Your Policy';
- updated the fair processing notice and added a new 'Your Personal Information' provision;
- updated the contact details for Intact Insurance under 'About Your Policy' and 'Making a Complaint';
- updated "Your right to cancel this Policy". If you need to cancel your policy, please contact your broker. We will provide a pro-rata refund of premium.

## Section 1 Accidental Damage & Section 1A Loss or Damage by Fire or Theft

The following cover has been updated:

- **Child seat replacement**
  - cover has been added to allow for a replacement child seat, whether damaged or not, up to a limit of £250 if a vehicle is damaged following a claim payable under Sections 1&1A.
- **Replacement of Locks**
  - cover is enhanced to include the cost of re-coding any alarm or immobiliser used in connection with the vehicle.
- **Emergency Overnight Accommodation**
  - cover has been added for emergency accommodation for all occupants of a vehicle who are unable to reach their intended destination following an accident in a motor vehicle;
  - the cover limit for any one loss is £100 per night, per occupant or £500 per event.
- **Authority to Repair the Motor Vehicle**
  - You may now authorise reasonable and necessary repairs to your vehicle following damage covered by the policy.
- **Service, Repair or Parking**
  - cover has been added.
- **Motor Vehicle Sharing.**
- **Basis of Claim Settlement**
  - if a motor vehicle greater than 3.5 Tonnes gross vehicle weight, which is owned and purchased as new by you, or held by you from new under a hire purchase, leasing or contract hire arrangement, is within one year of registration:
    - 1 lost by theft and not recovered within 30 days; or
    - 2 damaged such that repairs will cost more than 50% of the manufacturer's recommended retail price price,we will pay up to a maximum of £10,000 above the motor vehicle's market value, immediately prior to the loss or damage.
  - if a motor vehicle or battery is under a hire purchase or leasing agreement or hire or loan agreement, we will make any payment for the total loss of the motor vehicle or battery to the hire purchase or leasing company or the hire and loan company, whose receipt will constitute a discharge.
- **Young and Inexperienced Drivers Excess**
  - this is now stated as a table of set additional excess to apply to each and every claim when the vehicle is being driven by young and inexperienced drivers, rather than the excess being stated in the schedule.

## Section 2 Liability to Others

The following cover has been updated:

- **Cover for Trailers**
  - Cover for Trailers 1 A) & B) has been moved to Section 10 Trailers;
  - Cover re-named Cover for Towing Broken-Down Motor Vehicles;
  - Cover restriction iv) no contributions received for the journey involve an element of profit.

The following exclusions have been added to reflect the wider diversification of customers across the Intact portfolio:

- **Liability arising from escape of livestock, liquids and gases in respect of agricultural vehicles**
  - the exclusion shall not apply where escape arises from a collision or the overturning of the vehicle.
- **Carriage of Dangerous Goods**
  - except as is required by any road traffic legislation.

## Section 3 Legal Costs

The following cover has been added:

- **Costs of defence against any criminal proceedings, including costs of prosecution, awarded against you for:**
  - an offence of corporate manslaughter or corporate homicide;
  - 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.
- **Costs of any appeals where there is a reasonable prospect of success.**

## Section 8 Windscreen or Window Damage

The following heading has been added:

- **Total loss**
  - clarifies that we shall be entitled to possession and ownership of the vehicle if we make a total loss payment following windscreen or window damage to a motor vehicle.

## Section 9 Foreign Use

The following cover has been added:

- **Territorial Limits**
  - any country that we have issued a green card for.

The following has been amended:

- **Territorial Limits**
  - ....and during transit by rail or water between any ports therein including loading or unloading.

## Section 10 Trailers

The following amendments have been made:

- **Contingency cover has been added**
  - provides cover for trailers that belong to you but not in your custody or control at the time of damage or loss if there is other insurance in force that provides the same cover.
- **An exclusion has been added for damage to detached trailers with permanently attached plant.**
- **An additional excess of £250 has been applied in respect of theft of detached specified trailers further than 500 metres from the towing vehicle.**
- **Excesses applicable to the Section.**

The following has been removed:

- any trailer whilst detached from a motor vehicle, for the amount of any young and inexperienced drivers excess stated under Section 1 and 1A of this policy.

## General Exclusions

The following General Exclusions have been added:

- **Racing, Rallies, Competitions and Motor Trials - cover under this policy will not apply to any liability whilst a vehicle is being:**
  - used for pace making, rallying, competitions or motor trials;
  - driven on any racetrack, circuit or any other prepared course or derestricted toll road.

## General Definitions

- **New General Definitions have been added:**
  - Data;
  - Cyber Event;
  - Motor Coach;
  - Trade Plate.
- **Existing General Definitions have been removed:**
  - Endorsed Excess;
  - Experienced Drivers Excess;
  - Inexperienced Drivers Excess;
  - Young Drivers Excess.
- **Existing General Definitions have been amended:**
  - The definition of motor vehicle has been amended to clarify that the vehicle must be registered in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.