

Motor Fleet

Policy Wording

Welcome to Intact Insurance

Intact Insurance is here to help people, businesses and society prosper in good times and be resilient in bad times. It is why we exist. We also believe that insurance is about people, not things.

Our purpose and belief drive everything we do and give meaning to our work.

Through the expertise of our teams and the range of our products, we aim to minimise disruption to your business and get you back on track as quickly as possible. So, when you are faced with the unexpected, you can focus on running your business, knowing that Intact Insurance will always strive to go further to help you.

Thank you for choosing us.

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About Your Policy

Your Policy:

- is made up of this **Policy** wording and the accompanying **Schedule** and **Certificate of Motor Insurance** and should be read as one document;
- is a legal contract between **You** the Policyholder and **Us**, Intact Insurance UK Limited;
- sets out the details of what **You** are covered for, and any exclusions or limitations that apply;
- explains both parties (**Yours** and **Ours**) rights and obligations under the contract.

We will provide the insurance described in this **Policy** within the **Territorial Limits** (subject to all the terms, conditions and exclusion of this **Policy**) for the **Period of Insurance** shown in the **Schedule** and any subsequent period for which **You** shall pay, and **We** shall agree to accept the premium.

Please take the time to read all parts of **Your Policy** carefully, and to familiarise **Yourself** with the content.

Throughout Your Policy any:

- reference to the singular will include the plural or vice versa;
- legal references shall include any equivalent legal provision in the jurisdiction of either **Your** ordinary residence or location of the risk insured. This is provided that such jurisdiction is within the territorial scope of the **Policy**;
- references to any Act or law including any rule, order, regulation or other similar instrument made under it shall include any amendment, replacement, consolidation or re-enactment of such Act or law;
- headings in this **Policy** are for ease of reference only and do not affect the meaning of what follows;
- wordings that have specific meaning are both **Bold** and Capitalised and accompanied by a General or Section specific definition.

Your Schedule:

- tailors the **Policy** to **Your** specific cover including any limits or sub-limits that apply to **Your** cover;
- may contain **Policy** endorsements that alter the cover in the **Policy** wording to meet either **Our** or **Your** requirements.

Please read Your documents carefully

Please contact **Your** broker if there are any parts of **Your Policy** of which **You** are uncertain, or that **You** believe to be incorrect.

Contacting Us

There are contact details included in this **Policy** for reporting claims, accessing personal data or making a complaint. However, for more general queries **You** can write to **Us** at:

Intact Insurance Customer Relations Team

PO Box 255

Wymondham

NR18 8DP

Email: customerrelations@intactinsurance.co.uk

Navigating Your Policy

Your cover is broken down into different Policy Sections. Each of these may have Section level definitions, exclusions, and conditions which operate specifically to the cover being provided under that Section.

We appreciate that there will be information in this **Policy** that **You** need to locate quickly. Key Section headings are highlighted below.

For an understanding of the full extent of the terms and conditions, We always recommend that You familiarise Yourself with all parts of Your Policy.

Making a Claim – Notification and Claims Conditions

Details how **You** can report a claim and any obligations upon **You** at the point of claim and throughout the claims process.

Your Duty of Fair Presentation

We have issued this **Policy** based upon **You** making a fair presentation of the risk, as explained within the provisions of the Insurance Act 2015. This section explains **Your** obligations and how **Your** failure to make a fair presentation of the risk may impact **Your** claim and/or **Your Policy**.

Payment of Premium

Provides a summary of **Your** responsibility to pay the premium, including any adjusted amounts following changes to **Your Policy**.

Cancellation

Details how either **You** or **We** may cancel this **Policy** and any premium that may be due back to **You** in the event of cancellation.

Operation of Your Policy

Information about other key points that apply to **Your Policy**.

General Exclusions and General Conditions

These apply across the whole **Policy** in addition to that stated under Operation of the Policy and the Section level Exclusions and Conditions.

Your Personal Information

Any personal information that **You** provide, will be managed by **Us** in accordance with **Our** Privacy Notice. This page provides the detail and a link to Intact Insurance's full privacy statement.

Making a Complaint

We always aim to ensure good customer outcomes in all that **We** do. However, there may be times where **You** feel that **We** have not delivered the service **You** expected. This page sets out the steps available to **You** in such circumstances.

Making a Claim – Notification

Conditions that apply to this **Policy** in the event of a claim are set out in the Making a Claim – Claims Conditions pages of this **Policy**. It is important that **You** comply with all **Policy** conditions and **You** should familiarise **Yourself** with their requirements.

Directions for claim notification are included in Making a Claim – Claims Conditions. Please remember that events that may give rise to a claim under this insurance must be notified as soon as reasonably possible although there are some situations where immediate notification is required.

You should initially notify **Us** of a claim by phone. The claim contact number is shown in **Your Policy** documentation. If an Accident Report form is required, **We** will send one which should be completed by **You** and returned immediately.

The Claims Conditions require **You** to provide **Us** with any reasonable assistance and evidence that **We** may require concerning the cause and value of any claim. Ideally, as part of **Your** initial claim notification, **You** should provide:

- name, address and contact phone number(s) (for **You** and the driver of the vehicle if not **You**). We will ask for information about convictions so please try and have driving license(s) available;
- personal details necessary to confirm identity;
- **Policy** number;
- information about the vehicle and any damage it sustained;
- details of the accident or claim circumstances (when, where and how it happened);
- details of any witnesses and the police or any other emergency service that was called;
- details of the other party or parties involved including information about damage to their car or property and any injuries that anybody might have sustained;
- where appropriate, **Your** thoughts on who was to blame for the accident.

We may request additional information (e.g. a sketch plan). Also, sometimes **We** may wish to meet with **You** or undertake further investigations, but **We** will advise **You** about that when **You** call to report the incident.

Vehicle Repairs

We take pride in the claims service **We** offer to **Our** customers. Where the **Policy** provides cover for damage to **Your** vehicle, **We** have a network of Recommended Repairers who will collect and redeliver **Your** vehicle. Where provided for under this **Policy**, they will also provide a courtesy vehicle to keep **You** mobile. The repair process will commence immediately when the vehicle arrives on their premises. To ensure there is no effect on any existing warranty they will provide a Lifetime Guarantee on all paint and bodywork repairs.

Where **You** choose not to use one of **Our** Recommended Repairers, **We** will arrange for the damaged vehicle to be examined by one of their motor engineers to agree to the repairer cost with **Your** nominated repairer. The inspection should happen within two working days of **You** providing repair details to **Us**.

Making a Claim

To make a claim, first read the **Policy** and **Schedule** and check that **You** are covered. Then follow the instructions provided under Claims Conditions 1 – **Action by You**.



Please call **Our** claims helpline on 0345 300 4006 as soon as possible. **You** must give us any information or help that **We** may ask for.

You can also tell **Us** about **Your** claim by visiting **Our** website. **You** can do this at any time by scanning the QR code or by visiting intactinsurance.co.uk/claims

Alternatively, **You** can contact **Your** broker for a claim form.

If **You** are dissatisfied with the way in which a claim or any other matter has been dealt with, please refer to Making a Complaint.

Making a Claim – Claims Conditions

These Conditions apply to this Policy and must be complied with. Where additional Conditions apply to a specific Section of this Policy, they are stated under that Section.

1 Action by You

You shall:

- A) notify **Us** without undue delay on the happening of any incident which could result in a claim under this **Policy** and immediately send to **Us** every relevant document relating to any impending prosecution, inquest or fatal accident enquiry or civil proceedings;
- B) notify **Us** without undue delay and deliver to **Us** at **Your** own expense, a claim with such detailed particulars and proofs as may reasonably be required by **Us** within:
 - i) 14 days of the event giving rise to the claim, in the case of loss, destruction or **Damage**, caused by riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons;
 - ii) 30 days of the event giving rise to the claim in the case of any other claim, or such further time as **We** may allow; **You** shall immediately forward any claim by a third party or notice of any proceedings or any other correspondence and information relating to such claim when **You** receive it.
- C) give immediate notification to the police in respect of:
 - i) vandalism; or
 - ii) theft or any attempt thereat,in relation to this **Policy**;
- D) make no admission of liability or offer, promise or payment or provide any services on **Our** behalf, without **Our** written consent.

2 Our Rights

We shall be entitled:

- A) upon any loss, destruction or **Damage**, in respect of which a claim is made under this **Policy**, and without incurring any liability or diminishing any of **Our** rights under this **Policy**, to take possession of, or require delivery to **Us** of, any property insured by this **Policy** and deal with such property for all reasonable purposes and in a reasonable manner;
- B) to have full access at all reasonable times to examine a **Motor Vehicle** or **Trailer**;
- C) at **Our** discretion to take over and conduct in **Your** name, or any other person, the defence or settlement of any claim and to prosecute at **Our** own expense and for **Our** own benefit any claim for indemnity or damages against any other persons in respect of any risk insured by this **Policy**, and **You** shall provide **Us** with any information and assistance that **We** require, and
- D) to any property for the loss of which a claim is paid under this **Policy**. **You** shall execute all assignments and assurances of such property as may be reasonably required, but **You** shall not be entitled to abandon any property to **Us**.

3 Fraudulent Claims

If **You** submit a claim which in any respect is intentionally exaggerated or fraudulent or if any fraudulent means or devices are used by **You** or anyone acting on **Your** behalf to obtain benefit under this **Policy**, **We**:

- A) shall not be liable to pay the claim;
- B) may recover from **You** or any driver any sums paid by **Us** to **You** in respect of the claim; and
- C) may (notwithstanding the references to notice period and the refunding of premiums as set out in the Cancellation page) by notice to **You** in writing at **Your** last known address treat this **Policy** as having been cancelled with effect from the time of the fraudulent act and may:
 - i) refuse all liability to **You** under this **Policy** in respect of any event that gives rise to the liability of **Us** occurring after the time of the fraudulent act; and
 - ii) retain any premiums paid under this **Policy**.

4 Subrogation

We shall be subrogated to **Your** rights of recovery against the third party. Any claimant under this **Policy** shall, at **Our** request and expense, take and permit to be taken all necessary steps for **Us** to enforce any rights against any other party in **Your** name before or after any payment is made by **Us**.

5 Arbitration

If there is any disagreement between **You** and **Us** as to the amount to be paid under this **Policy**, liability being otherwise admitted, the disagreement shall be referred to an arbitrator in accordance with the Arbitration Act 1996 or any subsequent legislation replacing that Act.

The seat of arbitration shall be **Your** country of residence, and the arbitration shall be governed by the law of that seat. The arbitrator shall comply with any statutory duty of disclosure in relation to impartiality.

The party against whom the decision is made shall meet all costs of the arbitration in full.

If the decision is not clearly made against either party the arbitrator shall have the power to apportion costs.

If the decision is made in **Our** favour **Your** costs shall not be recoverable under this **Policy**. This procedure does not prejudice any right of recourse **You** have to any other complaints procedure to which **We** subscribe or to the courts.

6 Provisions of Law and Motor Insurers' Bureau

You and/or the person who incurred the liability shall repay **Us** any sum which **We** have paid solely because of the law of the country in which this **Policy** applies and which **We** would not otherwise have paid. **You** and/or the person who incurred the liability shall repay **Us** any sum which **We** have paid solely because of any agreement with the Motor Insurers' Bureau. Such rights of recovery will be pursued against **You** and/or the person who incurred the liability.

7 Observance of Terms

Failure to comply with any of the terms and conditions of this **Policy** where they are material or relevant to any claim will entitle **Us** to reduce or avoid **Your** claim.

NOTE: Claims Conditions 1, 2, 4, 5, 6 and 7 do not apply to Section 14 Motor Legal Expenses.

Your Duty of Fair Presentation

Your obligation to disclose material circumstances at the start of any Period of Insurance

You have a legal duty to provide **Us** with a fair presentation of the subject matter of this insurance. This means that **You** should ensure that **We** have access to all material information when **We** decide whether to insure **Your** risk, calculate the premium or set the terms and conditions of **Your Policy**.

Your obligation to disclose material changes that alter the risk during the Period of Insurance

If during the **Period of Insurance**, there is a change in the particular circumstances of **Your Business** which might:

- 1 materially alter the risks against which **You** have insured; or
- 2 increase the likelihood of a claim under this **Policy**,

You should make a fair presentation of this to **Us**.

What do We mean by ‘Material Information’?

‘Material information’ means any information relating to **Your Business** which would affect this decision-making. For example, by affecting the nature of the risks against which **You** wish to insure or increasing the likelihood of a claim.

If You are in doubt as to whether information is material, You should disclose it to Us.

Breach of Duty and how that may impact You

If at any time **You** fail to make a fair presentation of the risk insured, **We** may be entitled to cancel this **Policy** or reduce the amount of any claims payment in accordance with the provisions of the Insurance Act 2015.

Fair Presentation of a claim

If at any time during the process of making a claim **You**:

- 1 deliberately or recklessly conceal from **Us** any information which **You** know or ought to know might be material to **Our** consideration of any claim;
- 2 provide **Us** with information, which **You** know to be false in respect of the cause of the loss or the losses that **You** are claiming for;
- 3 use fraudulent means or devices, including suppressing a known defence to **Our** liability,

then **We** shall have the option to refuse to pay the whole or any part of that claim.

In the circumstances shown in 2 above, **We** shall have the option to:

- A) terminate the cover provided by all sections of this **Policy** with effect from the date that such information was provided;
- B) recover any sums paid to **You** in respect of losses occurring on or after the date that such information was provided; and
- C) retain any and all premium **You** have paid.

Payment of Premium

Our Agreement

We shall provide cover in accordance with the terms and conditions of this **Policy** and in return **You** shall pay **Us** the required premium.

Premium Adjustments for Alteration of Risk

An alteration to **Your Policy** may reduce or increase the level of risk. As such **Your** premium may be affected. This means that:

- 1 **You** shall be required to pay **Us** any appropriate additional premium due where the risk is increased;
- 2 **We** shall return any premium due back to **You** where the risk is reduced.

Where **You** pay by instalments or under a linked loan agreement to payment schedule, **Your** remaining instalments will be adjusted to reflect any additional or return premium due.

Instalments Defaults

If **You** fail to pay instalment payments due under any linked loan agreement or payment schedule, **We** may cancel **Your Policy** and **Your** cover will end.

If You are having trouble paying the premium, You should contact Your broker to discuss Your options.

Cancellation

1 Our right to cancel this Policy

In addition to any cancellation remedies available to **Us** under ‘Your Duty of Fair Presentation’ **We**:

- A) may cancel this **Policy** by giving 14 (fourteen) days’ written notice to **Your** broker and **Your** last known address. **We** will refund any premium due of the difference (if any) between the adjusted premium for the period during which insurance was in force and the premium actually paid;
- B) will cancel this **Policy** with immediate effect and without notice if **You**:
 - i) cancel any credit agreement relating to this **Policy** and then fail to pay **Us** immediately the full amount of the premium; or
 - ii) fail to take the action specified in any default notice issued by **Us** before the date shown in it or fail to pay the first or any other subsequent instalments of premium.

The time periods above commence from midnight on the day notice of cancellation is issued.

2 Your right to cancel this Policy

You may cancel this **Policy** at any time by giving **Us** 14 (fourteen) days’ notice in writing. **We** will pay **You** a pro-rata refund of the annual premium in the current **Period of Insurance**.

The time periods above commence from midnight on the day notice of cancellation is issued.

3 Return of documents

If **You** are a resident of Northern Ireland, Isle of Man or the Channel Islands **You** must return to **Us** all hard copies of **Your Certificate(s) of Motor Insurance** and declare to **Us** that all electronic copies have been deleted.

Operation of Your Policy

Contracts (Rights of Third Parties) Act 1999

A person or company who was not a party to this **Policy** has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this **Policy**.

This does not affect any right or remedy of a third party which exists or is available outside of the Act.

Law Applicable to this Policy

Unless the parties agree otherwise in writing, the law which applies to this **Policy** is the law which applies to the part of the United Kingdom, Channel Islands, or Isle of Man in which **You** are based.

Any legal proceedings in connection with this **Policy** will only take place in the courts of the part of the United Kingdom, Channel Islands or Isle of Man in which **You** are based.

Other Insurance

Unless otherwise stated in this **Policy**:

We shall not provide cover or be liable to provide any indemnity or payment that is covered by any other policy (or would but for the existence of this **Policy** be covered under any other policy) except for the difference between the amount payable under such other policy and the amounts payable under this **Policy**.

If any other such insurance is subject to any provision whereby it is excluded from ranking concurrently with this **Policy**, whether in whole or in part or from contributing rateably, then **Our** liability will be limited to any excess beyond the amount which would have been payable under such other insurance had this **Policy** not been effected.

Sanctions

We shall not provide cover or be liable to provide any indemnity or payment or other benefit under this **Policy** if and to the extent that doing so would breach any **Prohibition**.

If any **Prohibition** takes effect during the **Period of Insurance**, **We** or **You** may cancel that part of this **Policy** which is prohibited or restricted with immediate effect by giving written notice to the other at their last known address.

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

For the purpose of this clause a **Prohibition** shall mean any prohibition or restriction imposed by law or regulation including but not limited to:

- 1 any prohibition or restriction under United Nations resolutions;
- 2 any prohibition or restriction under the trade and/or economic sanctions laws and/or regulations of the United Kingdom, the European Union, the United States of America (including secondary sanctions) or any other jurisdiction relevant to the parties; and
- 3 any licence requirement and/or regulations in respect of transit and/or export control, under those laws and/or regulations, unless such licence or regulatory approval has been obtained prior to the activity commencing and **We** have approved the provision of insurance for the activity concerned.

Policy Cover

If the Policy Cover stated in the **Schedule** is:

- **Comprehensive** – all Sections of the **Policy** apply, unless shown as 'Not Included' on the **Schedule**.
- **Comprehensive Excluding Windscreen or Window Damage** – all Sections of this **Policy** apply, unless shown as 'Not Included' on the **Schedule**, except for Section 8.
- **Third Party Fire and Theft** – Sections 1A, 2, 3, 5, 9, 10, 11, 12, 13 and 14 apply.
- **Third Party Only** – Sections 2, 3, 5, 9, 11, 12, 13 and 14 apply unless shown as 'Not Included' on the **Schedule**.

- **Laid Up Fire and Theft** – only Section 1A applies.
- **Laid Up Fire, Theft and Accidental Damage** – Sections 1 & 1A apply.

In respect of any **Specified Vehicle** stated in the **Schedule**, the cover applicable to such vehicle will be as stated thereunder and be subject to the Sections of this **Policy** applicable to the corresponding cover types above.

NOTE: You may only select the Laid-Up covers noted above if a Motor Vehicle is declared SORN with the DVLA and is not being used.

Section 1 Accidental Damage

We will pay for **Damage** to a **Motor Vehicle** (except as provided for under Sections 1A and 8 of this **Policy**) occurring in the **Territorial Limits** during the **Period of Insurance**.

We will, at **Our** option:

- 1 pay for the **Damage** to be repaired;
- 2 replace what is subject to **Damage**, if the repair costs would exceed the value of such property; or
- 3 pay the amount of the **Damage** at the time of such **Damage**;

- 4 pay no more than the market value of the **Motor Vehicle**.

We may decide to use suitable parts not supplied by the original manufacturer, this may include recycled parts.

Section 1A Loss or Damage by Fire or Theft

We will pay for **Damage** to a **Motor Vehicle**, (except as provided for under Section 8 of this **Policy** whether insured or otherwise) occurring in the **Territorial Limits** during the **Period of Insurance**, caused by:

- 1 fire, lightning or explosion; or
- 2 theft or taking without lawful authority, or any such attempt.

We will, at **Our** option:

- A) pay for the **Damage** to be repaired; or
- B) replace what is stolen or damaged if the repair costs would exceed the value of such property; or
- C) pay the amount of the **Damage** at the time of such **Damage**; or

- D) pay no more than the market value of the **Motor Vehicle**.

We may decide to use suitable parts not supplied by the original manufacturer, this may include recycled parts.

Extensions applicable to Sections 1 and 1A

The cover provided by these Sections is extended to include the following:

1 Removal and Delivery Costs

We will pay the reasonable cost of taking a **Motor Vehicle** to the most suitable repairer in the UK (or **Territorial Limits**) after the **Damage** and returning it to **You** when the repairs have been completed.

2 Replacement of Locks

If the **Keys** or any device used for starting a **Motor Vehicle** have been lost or stolen, **We** will pay the costs of:

- A) changing the locks and central locking interface;
- B) re-coding any alarm or immobiliser system used in connection with the **Motor Vehicle**.

3 Misfuelling

If a **Motor Vehicle** is incorrectly fuelled, **We** will pay the costs of:

- A) draining the incorrect fuel and cleansing the fuel tank;
- B) rectifying any subsequent **Damage** inadvertently caused to a **Motor Vehicle** as a result of the **Motor Vehicle** being moved or driven where the driver was unaware that such vehicle had been fuelled incorrectly.

The **Excess** applicable to Sections 1 and 1A where stated in the **Schedule** is reduced to £50 if costs under this Extension are limited to item A) of this Extension only.

4 Child seat replacement

If a **Motor Vehicle** suffers loss or **Damage** for which **You** are able to claim under Section 1 or 1A, **We** will pay up to £250 to replace any child seat fitted in the **Motor Vehicle**, whether the seat is damaged or not, with one of the same or of similar type, make, model and specification.

5 Emergency overnight accommodation

If as a result of loss or **Damage** to a **Motor Vehicle** covered under this **Policy**, **You** or any person entitled to drive is unable to reach their intended destination the same day, **We** will pay expenses for emergency accommodation for up to two nights of £100 per night for each occupant of the **Motor Vehicle**,

Except that the most **We** will ever pay for a single incident under this Extension is £500 per night, for all occupants of the **Motor Vehicle**.

6 Authority to repair a Motor Vehicle

Following **Damage** covered by this **Policy**, **You** may authorise reasonable and necessary repairs to the **Motor Vehicle**, provided that **We** are notified without undue delay.

7 Service, Repair or Parking

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

- A) Young and Inexperienced drivers Excess;
- B) General Exclusions 1 A), B), and C).

8 Motor Vehicle Sharing

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

Provided that:

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

Basis of Claim Settlement applicable to Sections 1 and 1A

1 The most **We** will pay is the market value of a **Motor Vehicle** at the time of the **Damage** subject to **Us** not paying more than the amount for which **You** insured the **Motor Vehicle**.

2 **We** will pay the manufacturer's last list price for **Accessories**.

3 Notwithstanding item 1 of Basis of Claim Settlement applicable to Sections 1 and 1A, if within one year of registration as new, a **Motor Vehicle** (if supplied as new in the United Kingdom, Channel Islands or Isle of Man) is:

- A) lost by theft and not recovered within 30 days of such theft being notified to **Us**; or
- B) damaged to the extent that the cost of repairs will exceed 50% of the manufacturer's recommended retail price plus taxes, immediately prior to such **Damage** and the claim is settled as a total loss,

We will, with **Your** consent:

- i) in respect of a motor car or a commercial vehicle not greater than 3.5 Tonne gross vehicle weight, owned and purchased as new by **You**, replace the vehicle with a new vehicle of the same make and specification where available in the United Kingdom, Channel Islands or Isle of Man; or

- ii) a motor car or a commercial vehicle not greater than 3.5 Tonne gross vehicle weight, held by **You** from new, under a hire purchase, leasing or contract hire agreement, pay the market value immediately prior to such total loss or the cost to settle the outstanding hire or lease amount whichever is greater.
- iii) in respect of a **Motor Vehicle** not described in i) or ii) above, **We** pay up to a maximum of £10,000 above the **Motor Vehicle's** market value, immediately prior to the loss or **Damage**.

If a suitable replacement **Motor Vehicle** is not available then item 1 of Basis of Claim Settlement applicable to Sections 1 and 1A, shall apply.

- 4 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.
- 5 If **We** make a total loss payment following **Damage** to a **Motor Vehicle**, **We** will be entitled to possession and ownership of the **Motor Vehicle**.
- 6 If **You** are VAT registered **We** will not pay the VAT element of any settlement that is, or would be, reclaimable.

Exclusions applicable to Sections 1 and 1A

We shall not be liable under these Sections for:

- 1 A) loss of use, deterioration, loss of market value because repairs have been carried out, depreciation, wear and tear; or
 - B) mechanical, electrical, electronic or computer failures or breakdowns including failures arising from a **Cyber Event**;
- 2 **Damage** to tyres from braking or by punctures, cuts or bursts;
- 3 **Damage** to a **Motor Vehicle** resulting from taking it by fraud or deception;
- 4 **Damage** to a **Motor Vehicle** caused by theft or taking without lawful authority, or any such attempt, if:
 - A) the **Keys** and/or other devices which unlock the **Motor Vehicle** and/or enable it to be driven, are left in or on the **Motor Vehicle** which is unattended; or
 - B) the **Motor Vehicle** has been left unattended and not properly locked (this includes any window, roof opening, removable roof panel or hood being left open or unlocked);
- 5 more than £1,000 in total for all claims or series of claims, arising out of any one original cause, in respect of permanently fitted audio or telecommunication equipment, unless it is standard equipment for the **Motor Vehicle** when manufactured;
- 6 the cost of replacing any alarm or other security device, if the **Keys** to the **Motor Vehicle** have been lost or stolen;

- 7 A) replacement of fuel; or
 - B) rectifying any subsequent **Damage** inadvertently caused to **Your Motor Vehicle** (other than as provided for in Extension 3 Misfuelling under Extensions applicable to Sections 1 and 1A of this **Policy**), following **Misfuelling**; or
- 8 loss or **Damage** caused by any Government, public or local authority, whilst legally removing keeping or destroying a **Motor Vehicle**.

Excesses applicable to Section 1 and 1A

Policy Excess

These Sections do not cover and **We** shall not be liable for the amount of any **Excess** stated in the **Schedule**.

Young and Inexperienced Drivers Excess

Where a **Motor Vehicle** is being driven by a young or inexperienced driver the **Excess** for loss or **Damage** to the **Motor Vehicle** will be increased by an additional:

- A) £300 in respect of any driver under 21 years of age;
- B) £200 in respect of any driver under 25 but not under 21 years of age;
- C) £200 in respect of any driver 25 years of age or over who:
 - i) holds a provisional licence; or
 - ii) has held a full licence for less than 12 months to drive a vehicle of the same class as the **Motor Vehicle**;
- D) £200 in respect of any driver who does not hold a licence but is driving in circumstances where a licence is not required by law.

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

However these **Excesses** shall not apply to loss or **Damage**:

- A) caused by fire, lightning, explosion, theft or attempted theft or the taking away of a **Motor Vehicle** without **Your** consent;
- B) to the windscreen or windows where this is the only damage to the **Motor Vehicle** other than scratching of bodywork resulting from the breakage;
- C) whether the **Motor Vehicle** is an **Agricultural Vehicle**.

Section 2 Liability to Others

We will cover **You** in the event of an accident caused by or in connection with:

- 1 a **Motor Vehicle** which **Your Certificate(s) of Motor Insurance** allows **You** to drive or use; or
 - 2 a **Motor Vehicle** not provided by **You** if it is being driven or used for **Your Business** by **Your** employee,
- occurring anywhere in **Territorial Limits** during the **Period of Insurance**, for:
- A) all amounts **You** legally have to pay for damages in respect of:
 - i) death of or bodily injury to any person; or
 - ii) loss, destruction or **Damage**, to property, subject to the following limits for any one claim or series of claims arising out of any one event:
 - a £20,000,000 if **Your Motor Vehicle** is a motor car; or
 - b £5,000,000 if **Your Motor Vehicle** is any other vehicle;
 - B) claimants' costs and expenses, if **You** are ordered to pay them or paid with **Our** written consent, subject to a limit of £5,000,000 for any one claim or series of claims arising out of any one event.

Extensions applicable to this Section

The cover provided by this Section is extended to include the following:

- 1 **Cover for Towing Broken-Down Motor Vehicles**
 - A) Towing a broken-down **Motor Vehicle**, by a **Motor Vehicle** insured by this Section, subject to:
 - i) **Your Certificate(s) of Motor Insurance** not specifically excluding such towing;
 - ii) such towing being permitted by law;
 - iii) the vehicle towed must be properly attached to the towing vehicle;
 - iv) no contributions received for the journey involve an element of profit.
- 2 **Cover for Other Persons**

The cover provided by this Section also applies to the following:

 - A) any person **You** allow to drive a **Motor Vehicle** if they are permitted by **Your Certificate(s) of Motor Insurance** appropriate to such vehicle;

- B) the employer of any person **You** allow to drive a **Motor Vehicle** if they are permitted by **Your Certificate(s) of Motor Insurance** appropriate to such vehicle;
- C) any person **You** allow to use (but not drive) a **Motor Vehicle** for social, domestic and pleasure purposes;
- D) any passenger travelling in or getting into or out of:
 - i) a **Motor Vehicle**; or
 - ii) any **Motor Vehicle** not provided by **You** if it is being driven or used for **Your Business** by **Your** employee;
- E) the estate of any person insured by this Section against any liability covered by this Section that such person incurred prior to their death.

Provided that such persons observe and fulfil the terms, definitions, conditions, clauses and exclusions, of this **Policy** in so far as they can apply.

3 Contingency Cover

We will indemnify **You** and no other person while any **Motor Vehicle** not the property of, nor provided by **You** is being used in connection with **Your Business** by any person in **Your** employ but **We** shall not be liable:

- A) if there is any other insurance covering the same liability;
- B) for **Damage** to such **Motor Vehicle**.

Exclusions applicable to this Section

We shall not be liable under this Section:

- 1 in respect of death of or bodily injury to any person arising out of and in the course of such person's employment by the person claiming to be covered, except for any passenger who is being carried in or upon or entering or getting on to or alighting from a **Motor Vehicle** (in connection with which cover is provided by this Section) whilst such vehicle is on a road, as defined in the Road Traffic Acts. Such passenger shall not be the driver or a person in charge of the **Motor Vehicle** for the purpose of driving;
- 2 if there is any other insurance in force covering the same liability;
- 3 in respect of **Damage** to, property which belongs to, or is in the charge of, any person claiming to be covered;

- 4 for death, bodily injury, loss, destruction or **Damage**, caused in a place where aircraft land, park or move, including the associated service roads, refuelling areas, ground equipment parking areas, aprons maintenance areas and hangars;
- 5 in respect of death of or bodily injury to any person or loss, destruction or **Damage** to any property, directly or indirectly caused by pollution or contamination, unless such pollution or contamination is directly caused by a sudden identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the **Period of Insurance**. All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place;
- 6 in connection with the loading or unloading of a goods carrying vehicle (for which cover is applicable under this Section) beyond the limits of the carriageway by any person other than the driver or attendant of such vehicle;
- 7 in respect of death of or bodily injury to any person or loss, destruction or **Damage** to any property, in connection with the use of a vehicle or attached plant as a tool;
- 8 for any liability arising from the distribution or escape of livestock, liquids, gases or other substances (but not motor fuel, lime or fertilisers) from any **Agricultural Vehicle** unless such escape arises from:
 - A) the vehicle colliding or impacting any object; or
 - B) the overturning of the vehicle;
- 9 for any liability arising from the carriage of dangerous goods as referred to in any legislation and related regulations, governing the carriage of dangerous goods by road.

The above Exclusions will not apply where this insurance is required to meet any road traffic legislation.

Section 3 Legal Costs

We will pay any legal costs incurred with **Our** written consent in respect of any accident which is being dealt with as a claim under Section 2 Liability to Others of this **Policy**, for the cost of:

- 1 representation at any Coroner's Court or Fatal Accident Inquiry;
- 2 defending any proceedings arising from death, or in a Court of Summary Jurisdiction;
- 3 costs of defence against any criminal proceedings, including costs of prosecution, awarded against **You** for an offence of corporate manslaughter or corporate homicide or a breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 as amended from time to time;
- 4 costs of any appeals where there is a reasonable prospect of success.

If **We** elect to pay a limit of indemnity under Section 2 Liability to Others of this **Policy**, the costs payable under this Section shall be those incurred by **Us** up to the date from which **We** notify **You** of such election.

Exclusions applicable to this Section

We shall not be liable under this Section for any legal costs or expenses relating to charges connected with speeding, driving under the influence of alcohol or drugs, or for any parking offences.

Section 4 Personal Accident Benefits

At **Your** request if **You** or any of **Your** employees, are accidentally injured while travelling in or getting into or out of a **Motor Vehicle**, during the **Period of Insurance**, and this injury alone results within twelve calendar months of the date of the accident, in:

- 1 death;
- 2 total irrecoverable loss of sight in one or both eyes; or
- 3 physical separation of one or more limb or permanent and total loss of use of one or more limb,

We will pay the benefit of £10,000 direct to the injured person, their legal representative or their estate.

Exclusions applicable to this Section

We shall not be liable under this Section if:

- 1 a payment has already been made to the injured person for the same event under this Section or any other insurance policy;
- 2 the injured person is aged 75 or over, or aged under 18;
- 3 the death or bodily injury is the result of a person taking or attempting to take their own life; or
- 4 the injured person is convicted of driving while under the influence of drink or drugs at the time of the event.

Section 5 Emergency Treatment

We will pay for emergency and hospital treatment of traffic casualties, as required by the road traffic legislation resulting from any insured by this **Policy**.

Section 6 Medical Expenses

We will pay up to £500 per person for medical, dental, surgical or other remedial attention, treatment or appliances, given or prescribed by a qualified member of the medical profession and all hospital nursing home and ambulance charges, for each person travelling in or getting into or out of a **Motor Vehicle** if they are injured in an accident involving a **Motor Vehicle** during the **Period of Insurance**.

Exclusions applicable to this Section

We shall not be liable under this Section for costs exceeding £2,000 for one accident.

Section 7 Personal Belongings

We will pay up to £500 for **Damage** to clothing and personal belongings, caused by fire, theft, attempted theft or accident, while they are in or on a **Motor Vehicle**.

Exclusions applicable to this Section

We shall not be liable under this Section for:

- 1 money, credit or debit cards, stamps, tickets, vouchers, documents, negotiable securities or share or bond certificates;
- 2 goods, samples or equipment that **You** or any of **Your** employees, carry in connection with **Your Business**;
- 3 **Damage** caused by theft or attempted theft, from a **Motor Vehicle**, if the **Keys** and/or other devices which unlock such **Motor Vehicle**, are left in or on such **Motor Vehicle** which is unattended, or such **Motor Vehicle** has been left unattended and not properly locked (this includes any window, roof opening, removable roof panel or hood being left open or unlocked); or
- 4 property insured under any other policy.

Section 8 Windscreen or Window Damage

If **You** have Comprehensive cover for a **Motor Vehicle** under this **Policy** and **You** claim for broken glass in such vehicle's windscreen, sunroof or windows, or bodywork is scratched by the breakage of glass, during the **Period of Insurance**, **We** will pay for such repair or replacement.

Exclusions applicable to this Section

We shall not be liable under this Section for any other loss destruction or **Damage** to the **Motor Vehicle**.

Excess applicable to this Section

This Section does not cover and **We** shall not be liable for the amount of any **Excess** stated in the **Schedule**.

This **Excess** will not apply if the glass is repaired and not replaced.

Total loss

If **We** make a total loss payment following windscreen or window **Damage** to a **Motor Vehicle**, **We** will be entitled to possession and ownership of the **Motor Vehicle**.

VAT registered

If **You** are VAT registered **We** will not pay the VAT element of any settlement that is, or would be, reclaimable.

Section 9 Foreign Use

Territorial Limits

The **Territorial Limits** are extended to include the following territories:

- 1 any country which is a member of the European Union;
- 2 any country listed below which the Commission of the European Community approves as meeting the requirements of Article 8 of Directive 2009/103/EC on Motor Insurance for Third Party Liabilities;
- 3 any country that **We** have issued a green card for, and during transit by rail or water between any ports therein including loading or unloading.

Countries include:

Andorra, Austria, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Italy, Latvia, Iceland, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, Serbia, Slovakia, Slovenia, Spain, Sweden and Switzerland including Liechtenstein.

Extensions applicable to this Section

The cover provided by this Section is extended to include the following:

1 Customs Duty

Any Customs Duty in any of the countries stated under **Territorial Limits** of this Section that arises as the direct result of any **Damage** to a **Motor Vehicle** or **Trailer**, covered by this **Policy**.

2 Other Charges

Any general average contributions, salvage charges and expenses incurred under a sue and labour clause incurred during the transportation of a **Motor Vehicle** or **Trailer**, following **Damage** covered by this **Policy**.

Section 10 Trailers

The cover provided by Sections 1 & 1A of this **Policy** is extended to include any **Trailer**:

- 1 where details of the **Trailer** are specified in the **Schedule**, whilst attached to or detached from a **Motor Vehicle**, subject to the **Policy** cover stated in the **Schedule**;
- 2 undeclared to **Us**, whilst attached to a **Motor Vehicle** but only in respect of the cover applicable to such **Motor Vehicle**.

Subject otherwise to the terms, definitions, conditions, and exclusions of this **Policy**.

NOTE: Any cover You have for Damage to a Trailer continues while such Trailer is being repaired or serviced, by a member of the motor trade.

Contingency Cover

We will indemnify **You** in respect of any **Trailer**:

- 1 belonging to **You**;
 - 2 hired to **You** under a hire purchase agreement; or
 - 3 leased to **You** under a vehicle leasing agreement,
- while the **Trailer** is not in **Your** custody or control.

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

Extensions applicable to this Section

The cover provided by Section 2 is extended to include the following:

- 1 **Cover for Towing Trailers**
 - A) any **Trailer** being towed or connected to a **Motor Vehicle** insured by this Section, subject to:
 - i) **Your Certificate(s) of Motor Insurance** not specifically excluding such towing;
 - ii) such towing being permitted by law;
 - iii) the **Trailer** towed must be properly attached to the towing vehicle.
 - B) **Trailers** which are being used by **You** but are detached from any **Motor Vehicle** but only in so far as it is necessary to meet the requirements of any law relating to compulsory motor insurance in the territory concerned and provided that the insurance of the **Trailer** is **Your responsibility**.

Exclusions applicable to this Section

We shall not be liable under this Section for **Damage** to:

- 1 caravans, trailer tents, catering trailers, mobile grain dryers, water bowsers, any passenger carrying trailers, unless specified in the **Schedule**;
- 2 broken-down vehicles or any property being carried in or on such vehicle;
- 3 any **Trailer** which is not being towed otherwise than in accordance with the law; or
- 4 any property being carried in or on the **Trailer**;
- 5 any **Trailer** fitted with permanently attached plant when such **Trailer** is detached or disconnected from the towing vehicle.

Excesses applicable to this Section

This Section does not cover and **We** shall not be liable in respect of:

- 1 any **Trailer** whilst attached to a **Motor Vehicle**, for the amount of any **Excess** applicable under Sections 1 and 1A of this **Policy** to the **Motor Vehicle** to which it is attached, provided that where **Damage** to both the **Trailer** and the **Motor Vehicle** arises out of any one original cause, only one **Excess** shall apply;
- 2 any **Specified Trailer** whilst detached from a **Motor Vehicle**:
 - A) for the amount of the standard **Excess** applicable under Sections 1 and 1A of this **Policy**; and
 - B) where such **Specified Trailer** suffers loss or **Damage** by theft whilst detached from, and not within 500 metres of the towing **Motor Vehicle**, the **Excess** payable under 2A) above shall be increased by £250.

Section 11 Unauthorised Movement of Obstructing Vehicles

We will cover **You** for all amounts **You** legally have to pay for damages in respect of:

- 1 death of or bodily injury to any person; or
- 2 loss, destruction or **Damage**, to property (including the vehicle being moved),

arising out of an accident caused by or in connection with the movement of vehicles not belonging to **You** and not in **Your** custody or control, with or without the owner's permission, by **You** or any of **Your** employees, for the purpose of:

- A) parking;
- B) loading or unloading; or
- C) allowing free passage of,
a **Motor Vehicle**.

Section 12 Unauthorised Use

The cover provided by this **Policy** in respect of a **Motor Vehicle** is extended in the event of any accident that occurs within the **Period of Insurance** involving any person, other than an authorised driver specified in **Your Certificate(s) of Motor Insurance**, using such **Motor Vehicle** without authority, provided **You** have not been party to such unauthorised use.

We reserve the right to recover any money **We** pay from the unauthorised user.

Subject otherwise to the terms, definitions, conditions, clauses and exclusions of this **Policy**.

Section 13 Principals' Indemnity

We will cover any principal against legal liability for which **You** would have been covered for had the claim been made against **You** under this **Policy**.

Provided that:

- 1 **We** shall retain sole conduct and control of any claim;
- 2 the principal shall observe, fulfil and be subject to the terms, definitions, conditions, clauses and exclusions of this **Policy**.

Section 14 Motor Legal Expenses

Definitions applicable to this Section

Legal Expenses

Legal fees, costs and other expenses, reasonably and properly incurred with the prior agreement of the **Service Provider** or **Us**:

- 1 which the **Legal Representative** charges in connection with the bringing of a claim for **Uninsured Losses**;
- 2 in any **Legal Proceedings**, costs which **You** are required to pay by order of a court or by agreement with the **Service Provider** or **Us**.

Legal Proceedings

Civil proceedings arising from the use of the **Motor Vehicle** by **You** following a **Motor Accident** within the United Kingdom, the Channel Islands or the Isle of Man.

Legal Representative

A solicitor or suitably qualified person or firm appointed to act for **You** in respect of a **Motor Accident**.

Motor Accident

An accident which occurs when **You** are using a **Motor Vehicle** during the **Period of Insurance** and within the United Kingdom, the Channel Islands or the Isle of Man and which gives rise to **Uninsured Losses**.

Reasonable Prospects

Fifty one per cent (51%) or more prospects of successfully receiving money, by way of compensation, in relation to a **Motor Accident** which was not **Your** fault.

Service Provider

A service provider approved by **Us** for the provision of a service to recover **Uninsured Losses**.

Uninsured Losses

Bodily injury, death, costs, expenses or other losses sustained by **You** and which are not covered by any other section of this **Policy** but for which a claim arises at law against the responsible party following a **Motor Accident** which was not **Your** fault.

1 Legal Expenses Cover

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

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

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

A) Small Claims Track claims

If a claim for **Uninsured Losses** is allocated to or is likely to be allocated to the **Small Claims Track** as defined in the Civil Procedure Rules 1998, **We** will pay **Legal Expenses** up to a sum equivalent to:

- i) 25% of the damages recovered or in the event the Insured loses, 25% of the **Uninsured Losses** they would have otherwise expected to have recovered; or
- ii) up to an amount of £500, whichever is the lower.

B) Claims subject to Fixed Cost rules

If a claim for **Uninsured Losses** is subject to fixed cost rules, **We** will pay **Your Legal Expenses** up to the fixed cost limits determined by the applicable rules including Rule 45 Civil Procedure Rules 1998.

C) All other claims for Uninsured Losses

For all other claims for **Uninsured Losses**, **We** will pay **Your Legal Expenses**, on the same principles as applied by the courts when assessing costs to be paid by one person to another on the standard basis. These are defined in England and Wales in Rule 44.4(1)(a) of the Civil Procedure Rules 1998, as amended from time to time.

D) If the claim for Uninsured Losses falls under the law of Scotland or Northern Ireland, the claims for costs and expenses will be restricted to amounts allowed in the equivalent laws rules and practice in Scotland or Northern Ireland.

E) We will also pay Legal Expenses for any category of claim listed above which a court has ordered You to pay or which You have agreed to pay on the advice of their Legal Representative arising from Legal Proceedings.

F) We will normally only make payment of Legal Expenses, after the claim has been finally concluded. We will not normally agree to make payment on an interim basis, except in exceptional circumstances and subject to Our sole discretion.

G) If We have paid for any Legal Expenses and You are later awarded repayment of costs in any claim, We will be entitled to reimbursement of those costs.

- H) **We** will pay **Legal Expenses** up to a maximum amount of £100,000 in respect of any one claim or series of claims arising out of one **Motor Accident**.

2 Legal Representation

- A) If **You** require a **Legal Representative** to help protect **Our** legal rights **We** have the right to choose a **Legal Representative** or allow the **Service Provider** to choose a **Legal Representative**.
- B) The **Service Provider** will appoint the chosen legal representative upon **Our** standard terms, to act in the name of and on **Your** behalf.
- C) **You** must provide the **Legal Representative** with full details of the incident and the claim and any other information requested. **You** must make sure that the **Legal Representative** keeps the **Service Provider** fully informed with the progress of the action.
- D) **You** must not make any arrangement with the **Legal Representative** about the **Legal Expenses** without the written permission of the **Service Provider**.

Exclusions applicable to this Section

We will not be liable for:

- 1 any **Legal Expenses** where **We** or the **Service Provider** is notified of a claim more than 180 days after the **Motor Accident** happened;
- 2 any **Legal Expenses** for a claim if the **Motor Accident** happened before commencement of cover under this **Policy**;
- 3 any **Legal Expenses** incurred by **You** before the appointment of a **Legal Representative** by the **Service Provider**;
- 4 any **Legal Expenses** charged as a result of **Your** conduct which may reasonably be considered to hinder a claim;
- 5 any **Legal Expenses** if **You** withdraws from the **Legal Proceedings** without the agreement of the **Service Provider**. **We** will be entitled to a refund of any money they have paid;
- 6 any costs or expenses for an expert witness unless the **Service Provider** has given written approval;
- 7 any **Legal Expenses** which the **Service Provider** has not agreed to in writing;
- 8 any **Legal Expenses** which can be claimed under another insurance policy or which could have been claimed if **You** had kept to the terms of that policy;
- 9 any claim arising from a malicious act;

- 10 any claim for any **Legal Expenses** relating to any other person or organisation bringing a claim or counterclaim against **You** that can be recovered from any other person;
- 11 any claim arising from the use of the **Motor Vehicle** when:
 - A) the **Motor Vehicle** is not fit to be used; or
 - B) the **Motor Vehicle** does not meet all legal requirements for that use; or
 - C) that use is not permitted under the **Certificate of Motor Insurance**;
- 12 disputes between **Us** or the **Service Provider** and **You**;
- 13 any claim which is covered under any other Section of this **Policy**;
- 14 any **Legal Expenses** awarded against **You** by a criminal court;
- 15 any **Legal Expenses** for claims arising from defective repairs, mechanical breakdown or general maintenance of the **Motor Vehicle**;
- 16 any costs incurred by the insured person or their **Legal Representative** in providing any information or documentation required to assist the **Service Provider** with the claim.

Conditions applicable to this Section

1 Control Of Claims

- A) The **Service Provider** and the **Legal Representative** will have control of any claim. **You** must:
- i) provide the **Service Provider** with details of any developments relating to the claim as soon as possible after becoming aware of such developments;
 - ii) follow the advice of the **Service Provider** and the **Legal Representative**;
 - iii) not start defend stop or withdraw from **Legal Proceedings** without agreement of the **Service Provider**;
 - iv) provide the **Service Provider** and the **Legal Representative** with information and instructions as requested;
 - v) try to limit any loss and costs that **You** may want to recover and any **Legal Expenses** arising from any claim being made.
- B) The **Service Provider** will have:
- i) access to any information, documents or evidence **You** or the **Legal Representative** may have;
 - ii) direct access to the **Legal Representative** at all times.

- C) If in any **Legal Proceedings**, the claim is not successful and **You** want to appeal, **You** must write and advise the **Service Provider** and the **Legal Representative** not later than:
- i) 14 days before the time for making an appeal ends; or
 - ii) as soon as possible if the time period during which an appeal may be made is 14 days or less.
- D) The **Service Provider** will cover the **Legal Expenses** for the appeal if the **Service Provider** and the **Legal Representative** agree that it is more likely than not that the appeal will succeed.

2 Reasonable Prospect Of Success and Reasonableness to Pursue

We will continue to pay **Your Legal Expenses** as long as **We** remain satisfied that:

- A) the claim has **Reasonable Prospects**;
- B) it remains reasonable to fund the claim.

In determining whether it remains reasonable to fund **Your** claim **We** will consider whether a reasonable person without **Legal Expenses** insurance but with available funds would continue to fund the case themselves:

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

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

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

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

You the right to continue the claim or **Legal Proceedings** but this will be at their own expense.

3 Settlement Offers

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

4 Options to Pay

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

5 Conflict of Interest

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

- A) advise **You** in writing;
- B) allow **You** the right to choose an alternative solicitor or other qualified person to act as their **Legal Representative**.

6 Dispute resolution

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

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

If the arbitrator decides in favour of the **Service Provider** **You** cannot recover the costs of the arbitration under this Section.

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

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

7 Fraud

All benefit under this Section shall be forfeited if:

- A) any claim is fraudulent in any respect; or
- B) fraudulent means are used by **You** on **Your** behalf to obtain any benefit under this Section; or
- C) any loss, destruction or **Damage** is caused by **Your** wilful act or connivance.

8 Accounts and Level of Expenses

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

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

If **We** or **Our Service Provider** ask **You** or any other permitted user making a claim must at any time:

- A) take; or
- B) allow **Us** or the **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.

General Exclusions

These General Exclusions set out what is not covered under this Policy. Where additional exclusions apply to a specific Section of this Policy, they are set out in that Section.

1 Use of Motor Vehicles

The cover provided by this **Policy** does not apply when a **Motor Vehicle** is:

- A) being driven by, or in the charge of anyone not covered by **Your Certificate(s) of Motor Insurance** appropriate to such vehicle;
- B) being used for purposes not permitted by **Your Certificate(s) of Motor Insurance** appropriate to such vehicle;
- C) being driven, with **Your** permission, by anyone who **You** know does not hold an appropriate licence or who **You** know is disqualified from holding or obtaining a licence, unless a licence is not required by law and the person driving is old enough to hold a licence for such vehicle;
- D) being driven by, or in the charge of anyone who holds a driving licence and does not keep to the conditions of that licence;
- E) being driven or used for criminal purposes; or
- F) used to cause deliberate harm, loss or **Damage**.

NOTE: Any cover You have for Damage to a Motor Vehicle continues while such vehicle is in the custody or control of, a member of the motor trade for maintenance or repair, an hotel or restaurant car park or similar commercial organisation for parking.

2 Agreements

This **Policy** does not cover liability assumed by **You** or any other person covered by this **Policy**, under agreement which would not have attached in the absence of such agreement.

3 War, Government Action and Terrorism

This **Policy** does not cover except so far as is necessary to meet the requirements of any road traffic legislation, any consequence whatsoever directly or indirectly caused by or contributed to by or arising from War, Government Action or Terrorism.

This General Exclusion shall not apply to loss or **Damage**, to property insured by this **Policy**, where directly or indirectly caused by the detonation of munitions of war, or parts thereof, within one mile of the **Motor Vehicle**, provided that the presence of such munitions does not result from a state of war current at the time of loss or **Damage**. This exception does not apply to property which is outside the United Kingdom, the Channel Islands or the Isle of Man.

War shall mean war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to popular rising, military rising, insurrection, rebellion or military or usurped power.

Government Action shall mean martial law, confiscation, nationalisation, requisition or destruction of or **Damage** to property by or under the order of any government or public or local authority or any action taken in controlling, preventing, suppressing or in any way relating to War.

Terrorism shall mean an act or acts (whether threatened or actual) of any person or persons involving the causing or occasioning or threatening of harm of whatever nature and by whatever means made or claimed to be made in whole or in part for political, religious, ideological or similar purposes, or any action taken in controlling, preventing or suppressing or in any way relating to such act or acts.

4 Riot or Civil Commotion

This **Policy** does not cover (except under Section 2 Liability to Others) any accident, injury, loss, destruction or **Damage** caused by riot or civil commotion arising elsewhere than in England, Wales, Scotland, the Channel Islands or the Isle of Man.

5 Radioactive Contamination

This **Policy** does not cover any accident, loss, destruction or **Damage**, to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any other costs either directly or indirectly caused by such accident, loss, destruction or **Damage**, or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- A) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
- B) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

6 Jurisdiction

This **Policy** does not cover any proceedings brought or judgment obtained against **You** or any person covered by this **Policy**, in any court outside the United Kingdom, unless such proceedings are brought or judgment is obtained in the court of a foreign country arising out of use of a **Motor Vehicle** or **Trailer** in that foreign country, and **We** have agreed to extend the **Territorial Limits** where cover applies under this **Policy**, within the **Territorial Limits**, including those detailed in Section 9 Foreign Use.

7 Cyber Event

Cover under this **Policy** does not apply to any loss, **Damage**, legal liability, cost or expense caused by:

- A) failure, or partial failure of any computer or computer system;
- B) loss or partial loss of any electronic **Data**;
- C) repair, replacement or restoration of any electronic **Data**;
- D) a **Cyber Event**.

8 Unauthorised Software

This **Policy** does not cover **Damage** arising from the installation, use, or attempted use of any software, program code, program instructions, or security patch update(s) to the **Motor Vehicle** that are unauthorised or not approved by the vehicle manufacturer.

9 Racing, Rallies, Competitions and Motor Trials

This **Policy** does not cover any liability arising from a **Motor Vehicle**:

- A) being used for pace making, rallying, competitions or motor trials; or
- B) being driven on any racetrack, circuit or any other prepared course or derestricted toll road; or
- C) being used for racing;

except as required by road traffic legislation.

General Conditions

These Conditions apply to this Policy. You must comply with these Conditions. Where additional Conditions apply to a specific Section of this Policy, they are stated under that Section.

1 Reasonable Precautions

You must take all reasonable precautions to:

- A) prevent or minimise accident, injury, loss, destruction or **Damage**;
- B) keep a **Motor Vehicle** or **Trailer** in an efficient, safe and roadworthy condition;
- C) ensure that all software, program code, program instructions and/or security patch update(s) in respect of a **Motor Vehicle** are installed and kept up to date, as soon as reasonably possible following notification to do so by the vehicle manufacturer or the software manufacturer or provider;
- D) ensure that windscreen recalibration in respect of a **Motor Vehicle** is undertaken by a qualified technician as soon as reasonably possible when required to do so.

2 Change of Risk or Interest

A) **You** shall immediately notify **Us** if any alteration be made in respect of the following:

- i) if the owner of a **Motor Vehicle** changes;
- ii) if there are any changes required to:
 - a) the driving or use allowed by **Your Certificate(s) of Motor Insurance**; or
 - b) an age of driver restriction on **Your Policy**;
- iii) if there is a change of address or **Business**;
- iv) if there are any changes that affect the **Motor Vehicle's** performance, including optional extras, so that it differs from the manufacturer's original factory specification.

B) This **Policy** shall cease to be in force if:

- i) **Your** interest in the **Business** ends, other than by death; or
- ii) the **Business** is to be wound up or carried on by a liquidator or receiver or permanently discontinued;
- iii) any acquisition of, merger with or absorption by, another business entity occurs,

at any time after the Effective Date (as stated in the **Schedule**) of the **Period of Insurance**, unless its continuance is agreed by **Us**.

Where **We** cannot agree a continuation of cover, this **Policy** will be cancelled.

3 Supply of Motor Vehicle Data

- A) Unless otherwise agreed, **You** are required to supply **Us** with details of all **Motor Vehicles** to be covered by this **Policy** for entry on the Motor Insurance Database;
- B) **You** must also advise **Us** immediately of any **Motor Vehicle** that needs to be added to the **Policy** (including any temporary **Motor Vehicle**) or deleted from the **Policy**.

4 Cross Liabilities

Where **You** comprise of more than one party, **We** will treat each party as if a separate **Policy** had been issued to each, provided that nothing in this General Condition will increase **Our** liability beyond the amount for which **We** would have been liable had this General Condition not applied.

5 Application of Limits of Liability

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

General Definitions

These definitions apply to this Policy. In addition, other more specific definitions apply under some of the Policy Sections and are stated in those Policy Sections.

Any word or expression to which a particular meaning has been given in the General Definitions in this Policy or in the Definitions within the Sections of this Policy shall have that meaning wherever it appears when commencing with a capital letter in this Policy or the relevant Section respectively.

Accessory/Accessories

- 1 Parts or products specifically designed to be fitted to a **Motor Vehicle** or **Trailer** and have no independent power source.
- 2 Cables for electrically powered **Motor Vehicles**.

Business

The Business as stated as the Business Description in the **Schedule**.

Certificate(s) of Motor Insurance

The document provided that evidences that **You** have taken out the insurance **You** must have by law. It identifies who can drive a **Motor Vehicle** and the purposes for which a **Motor Vehicle** can be used.

Cyber Event

shall mean an unauthorised, malicious or criminal act that creates, or intends to create, an outcome that includes, but is not limited to:

- 1 interruption to electronic communications;
- 2 corruption, unauthorised access to, or theft of **Data**;
- 3 hacking or service denial.

Damage

Accidental loss, destruction or damage.

Data

Any Data of any sort, including without limitation tangible or intangible Data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any other information whatsoever.

Excess

The first part of each and every claim applicable to each individual **Motor Vehicle**, in respect of **Damage** arising out of any one original cause.

Keys

Any device used to open a lock or start the **Motor Vehicle** including, but not restricted to, any electronic device key card or remote-control transmitter, excluding mobile phones.

Motor Vehicle

Any Motor Vehicle owned by **You** or in **Your** custody or control that:

- 1 is registered in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands;
- 2 is stated under Vehicle Description/Registration Mark in **Your Certificate(s) of Motor Insurance**;
- 3 falls within one of the Vehicle Types stated below.

Vehicle Types:

Agricultural Vehicle

Any tractor, all-terrain vehicle, quad bike or self-propelled implement, used solely for agricultural or forestry purposes.

Commercial Vehicle

Any vehicle constructed and used, to carry goods (other than an Agricultural Vehicle).

Minibus

Any passenger carrying vehicle with more than nine seats but no more than seventeen seats, including the driver.

Motorbike

Any mechanically propelled:

- A) two wheeled vehicle; or
 - B) three wheeled vehicle having two wheels on one axle where the centres of the points of contact of such wheels and the road are less than 46 centimetres apart,
- with or without a sidecar or **Trailer** attached and not being an invalid carriage and registered for road use.

Motor Car

Any passenger carrying vehicle with no more than nine seats (including the driver).

Motor Coach

Any passenger carrying Motor Vehicle constructed and licenced to carry more than sixteen passengers.

Special Type

Any vehicle which is manufactured to operate primarily as a tool of trade which is not a passenger carrying vehicle.

This Definition excludes:

- 1 any privately owned Motor Vehicle not owned by **You** and not in **Your** custody or control unless agreed otherwise by **Us**;
- 2 any Motor Vehicle running on rails or cables; or
- 3 any Motor Vehicle not running on terra firma.

Period of Insurance

- 1 The period beginning with the Effective Date and ending with the Expiry Date in the **Schedule**;
- 2 any subsequent period,

for which **You** shall pay and **We** shall agree to accept **Your** premium.

Policy

This Policy, the **Schedule** and **Your Certificate(s) of Motor Insurance**, all of which should be read together as one contract.

Schedule

The Schedule applicable to this **Policy**.

Territorial Limits

The United Kingdom, the Channel Islands and the Isle of Man (or during transit by rail or water between any ports therein including loading or unloading).

Trade Plate

Any Trade Plate issued in accordance with the Regulations applicable to trade licences.

Trailer

Any non-self-propelled vehicle with two or more wheels (including **Accessories**), which is manufactured to be towed by a **Motor Vehicle** and owned by **You** or in **Your** custody or control.

We/Us/Our

Intact Insurance UK Limited, trading as Intact Insurance may contract to underwrite any part of this **Policy**.

You/Your

The person, persons, Limited Liability Partnerships or Limited or Public Limited Company, stated as the Insured Name in the **Schedule** and, the **Policyholder** stated upon **Your Certificate(s) of Motor Insurance**.

Your Personal Information

Data privacy is important to **Us** and **We** are committed to ensuring that personal data is protected. **Our** Privacy Notice details how **We** collect, use, share, and protect personal data. This can be found by going to **Our** website: intactinsurance.co.uk/privacy-notice

If **You** would like a printed copy of the full notice (a large text version is available), please contact **Us**. Please be aware that telephone calls may be recorded for training and monitoring purposes.

We obtain **Your** personal data and that of any joint policyholders or other parties who may be covered by **Your Policy** from **You** or those individuals themselves, **Your** insurance broker if **You** have one, claims handling suppliers and third parties such as credit reference agencies, the DVLA and other insurance industry sources for example, the Motor Insurance Database, the Claims and Underwriting Exchange and fraud prevention databases.

We use personal data for a number of different purposes, for example to:

- manage **Your** application, quotation and/or **Policy**;
- process claims;
- prevent and detect fraud and financial crime;
- update existing and develop new products and services;
- carry out risk and pricing modelling; and
- meet **Our** legal and regulatory requirements.

We will always keep personal data confidential, however it may be necessary to share personal data with third parties where there is a valid reason to do so. For example, **We** may need to share personal data with:

- other parties involved in a claim and/or their representatives;
- contractors, partners, and suppliers who assist **Us** in the administration of **Your** application, quotation and/or **Policy** or help **Us** to process any claims; and
- government agencies, regulators, auditors, reinsurers, and fraud prevention agencies where required to fulfil **Our** legal, commercial, and regulatory obligations.

We will retain **Your** personal data (and that of any joint policyholders or other parties who may be covered) for as long as **We** have a business relationship with **You**. Once this relationship has ended (for example, **Your Policy** has expired, **Your** application is declined or **You** do not proceed with a quotation) **We** will only retain such personal data for as long as is necessary to satisfy **Our** legal, accounting or reporting obligations, or as necessary to resolve any disputes.

Data Protection Laws also gives **You** various rights over **Your** personal data. More details of these rights can be found in **Our** Privacy Notice.

You may request a copy of **Your** personal data from **Us** by writing to:

Data Protection Officer
Intact Insurance
The Capital Building
30 Old Hall Street
L3 9PP

Email: datasubjectrights@intactinsurance.co.uk

Making a Complaint

Our commitment to customer service

At Intact Insurance **We** are committed to going the extra mile for **Our** customers. If **You** believe that **We** have not delivered the service **You** expected, **We** want to hear from **You** so that **We** can try to put things right.

Our promise to You

We will:

- acknowledge all complaints promptly;
- investigate quickly and thoroughly;
- keep **You** informed of progress;
- do everything possible to resolve **Your** complaint;
- ensure **You** are clear on how to escalate **Your** complaint, if necessary.

Step 1

If **Your** complaint relates to **Your Policy** then please contact the sales and service team in the office which issued the **Policy** or **Your** broker. If **Your** complaint relates to a claim, then please call the claims helpline number shown in this **Policy** wording.

We aim to resolve **Your** concerns on an informal basis, within three business days. Where **We** have been able to, **We** will send **You** a letter confirming this. **We** will also explain how **You** may be able to refer the matter to the Financial Ombudsman Service if **You** subsequently decide that **You** are unhappy with the outcome.

Step 2

In the unlikely event that **We** are unable to resolve **Your** concerns through **Our** informal complaints process, **Our** Customer Relations Team will then review the matter on behalf of **Our** Chief Executive. Once **Our** Customer Relations Team have reviewed **Your** complaint, they will send **You** a final decision in writing within eight weeks of the date **We** received **Your** complaint.

Our Customer Relations Team's contact details are as follows:

Post: Intact Insurance Customer Relations Team, PO Box 255, Wymondham NR18 8DP

Email: customerrelations@intactinsurance.co.uk

If You are still not happy

If **You** are still unhappy after **Our** Customer Relations Team's review, or **You** have not received a written offer of resolution within eight weeks of the date **We** received **Your** complaint, **You** may be eligible to refer **Your** case to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent body that arbitrates on complaints. They can be contacted at:

Post: Financial Ombudsman Service, Exchange Tower, London E14 9SR

Telephone: 0800 023 4567 (free from mobile phones and land lines)
0300 123 9123 (costs no more than calls to 01 or 02 numbers)

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

You have six months from the date of **Our** final response to refer **Your** complaint to the Financial Ombudsman Service. This does not affect **Your** right to take legal action, however, the Financial Ombudsman Service will not adjudicate on any case where litigation has commenced.

Compensation

Intact Insurance UK Limited is a member of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. **You** may be entitled to compensation if **We** cannot meet **Our** obligations, depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the Financial Services Compensation Scheme website at www.fscs.org.uk.

