



Private Car Excess Reimbursement Insurance Policy

Your policy explained

Version 1.2

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PREAMBLE

This insurance contract is a legally binding document between You and Haven Insurance Company Limited (Haven Insurance). In return for Your premium, Haven Insurance agrees to provide the cover shown in the Schedule for the Period of Insurance stated in the Schedule on the terms set out in this contract.

THE LAW APPLICABLE TO THIS POLICY

Unless we agree otherwise in writing, the law which applies to this policy is the law of England and Wales.

Definitions

Whenever they appear in this policy wording the following words carry the same meaning whether or not they commence with a capital letter.

Annual Aggregate Limit

The maximum amount payable in the Period of Insurance as shown in Your Schedule.

Appointed Claims Handlers

The claims handling companies engaged by Us to manage Your claims.

Cooling-Off Period

14 days from the date cover commences.

Data Protection Legislation

Means (i) unless and until the General Data Protection Regulation ("GDPR") is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.

Excess

The amount or amounts which You are responsible to pay towards any claim, under the terms of Your Motor Insurance Policy.

Imminent Claim

An event that could give rise to a claim under this policy that You are or were aware of prior to the inception date of this policy that was to be or had just been reported under Your Motor Insurance Policy.

Incident

A claim occurrence under Your Motor Insurance Policy during the Period of Insurance.

Late Reporting Excess

The amount which may be shown in the Schedule of Your Motor Insurance Policy which You or any person insured may have to pay towards a claim under Your Motor Insurance Policy.

Motor Insurance Policy

The motor insurance policy issued by Your Broker.

Motor Insurer

The Insurance Company that underwrites Your Motor Insurance Policy.

Period of Insurance

The period of time covered by this insurance as shown in the Schedule.

Schedule

The document which gives details of Your cover.

Successful Claim

An accepted and settled claim for damage to Your Car which is made on Your Motor Insurance Policy for which there is an Excess payable by You.

Territorial Limits

Great Britain, Northern Ireland, the Isle of Man, the Island of Guernsey, the Island of Jersey and the Island of Alderney.

Terrorism

Any act deemed by the United Kingdom government to be an act of terrorism following the interpretation set out in part 1 of the Terrorism Act 2000.

Waived or Reimbursed

Where Your Motor Insurer or a third party has already made good the Excess applicable under Your Motor Insurance Policy.

We or Us or Our

Haven Insurance Company Limited.

You or Your

The policyholder or policyholders named in the Schedule.

Your Broker

The intermediary through whom You take out this insurance.

Your Car

The Car as identified in Your Motor Insurance Policy Schedule.

How to make a claim

In order to claim back Your Motor Insurance Policy Excess under this policy, please contact the Appointed Claims Handlers on **0345 092 0700** OR text **"CLAIM" to 83118**

- 1 Your claim will be handled by the Appointed Claims Handlers.
- 2 Where You were at fault, the claim will be settled when We are in receipt of the settlement letter from Your Motor Insurer.

What is covered?

- 1** In the event of a Successful Claim under Your Motor Insurance Policy, We will reimburse You for the Excess that You are responsible for in respect of a claim arising as a result of an insured peril under Your Motor Insurance Policy being accidental or malicious damage (comprehensive cover only), fire, lightning, explosion, theft or attempted theft, provided that;
 - a** The claim amount exceeds the Excess of Your Motor Insurance Policy,
 - b** The Incident that gave rise to a claim under Your Motor Insurance Policy occurred during the Period of Insurance of this policy as stated in Your Schedule.,
 - c** You are a permanent resident of the United Kingdom; and
 - d** The Annual Aggregate Limit as stated in Your Schedule and applicable for the Period of Insurance has not been exhausted.
- 2** Where You were at fault, the claim will be settled when We are in receipt of the settlement letter from Your Motor Insurer. For claims where You are deemed either partially at fault or not at fault if Your Excess is not recovered from the third party within 6 months from the date of Incident We will reimburse any Excess payment for which You have been made liable up to the Annual Aggregate Limit insured under this policy.
- 3** The maximum amount payable under this policy will be the Annual Aggregate Limit as shown in Your Schedule. Once the Annual Aggregate Limit is exhausted then this policy is automatically cancelled and You are then liable for all and any future Excess payments as defined in Your Motor Insurance Policy.

What is not covered?

- 1 Any claim that Your Motor Insurance Policy does not respond to.
- 2 A claim under Your Motor Insurance Policy where the claim amount does not exceed the Excess of Your Motor Insurance Policy.
- 3 Any claim under Your Motor Insurance Policy which occurred prior to the Period of Insurance as stated in Your Schedule that You were aware was an Imminent claim.
- 4 Any claim arising as a result of an act of war or Terrorism, or attempts to avoid Terrorism.
- 5 Any claim that is refused under Your Motor Insurance Policy.
- 6 Any Excess that is covered under this policy which has been Waived or Reimbursed.
- 7 Any claim which is not as a result of damage being caused to Your Car.
- 8 Any contribution or deduction from the settlement of Your claim against Your Motor Insurance Policy other than the policy Excess for which you are liable.
- 9 Any liability You accept by contract or agreement unless You would have been liable anyway.
- 10 Any claim arising from glass repair or replacement.
- 11 Any claim arising from breakdown or mis-fuel.
- 12 Any attempt to recover a Late Reporting Excess.
- 13 Any Excess in relation to a third party claim.
- 14 Any claim under Your Motor Insurance Policy, and Your policy may be cancelled, if Your Car is used for racing, rallies, speed trial or endurance tests, or at a motor racing track, at an off-road event or on the Nurburgring Nordschleife.
- 15 Any claim which is caused by, contributed to or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste, or from the combustion of nuclear fuel, the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of it, or pressure waves caused by aircraft and other flying objects.
- 16 Any claim caused by an accident where You or the driver of Your Car is under the influence of alcohol or drugs.

General conditions

These General Conditions apply to all sections of this insurance.

If You do not comply with the General Conditions, We may:-

- 1 Cancel Your policy,
- 2 Refuse to deal with Your claim,
- 3 Reduce the amount of any settlement under the policy,
- 4 Void Your policy from inception; or
- 5 Charge You an additional premium, or deduct any additional premium due from any settlement under the policy.

YOUR DUTIES

We will only provide insurance if:

- 1 Any person insured by this insurance has complied with all the conditions in this contract and in the Schedule.
- 2 You and anybody left in charge of Your Car have taken all reasonable steps to prevent loss of or damage to it.
- 3 You and anybody left in charge of Your Car maintain Your Car in an efficient and roadworthy condition and comply with all statutory regulations and Car licensing authority regulations regarding its use, roadworthiness and condition (e.g. You must hold a valid MOT certificate and Your Car must have legally correct tyres, lights, brakes etc).
- 4 The information given in the proposal form or statement of fact and declaration and at each renewal is, as far as You know, correct and complete.
- 5 The information provided when making any claim under the policy is true to the best of Your knowledge.
- 6 If You make a claim under this policy that is false or fraudulent in any way, then this insurance will be void and all claims will be forfeited. In the event of fraud, We will not refund Your premium.

CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

No person, persons, company or other party not named as insured in the Schedule has any right under the Contracts (Rights of Third Parties) Act 1999 or any subsequent or amended legislation to enforce any terms of this policy. This does not affect any right or remedy of a third party that exists or is available apart from that Act.

OTHER INSURANCE

Where a claim under this insurance is also covered by another insurance policy, We will only settle Our share of the claim.

OUR RIGHT OF RECOVERY

We can take proceedings in Your name but at Our expense to recover for Our benefit the amount of any payment under this policy.

Cancelling your policy

- 1** This section applies to policies cancelled by You or by Us.
 - a** If at the time of cancellation You have made a claim or reported an Incident which may give rise to a claim under this insurance policy, We will retain the whole premium whilst the claim is in the process of being settled. The claim will be settled for the purpose of this section when a final settlement is made or when We receive notification that a claim by You will not be pursued further.
 - b** If there has been no claim made on this policy at the time of cancellation, We will refund a part of the premium according to the number of days remaining before the end of the Period of Insurance from the date of cancellation.
 - c** If there has been a claim made on this policy at the time of cancellation and We have incurred costs as a result then no refund of premium will be given and the full annual premium will be payable.
 - d** Your Broker may charge You a cancellation fee.

If You decide to cancel

- 2** You may cancel this insurance at any time by contacting Us either directly or via Your Broker, requesting Your policy to be cancelled. You will not be insured from the date of cancellation.
- 3** If You cancel this insurance in the Cooling-Off Period: We will refund part of the premium to You or Your Broker subject to the conditions set out in section 1 above. Please note We are obliged to charge You for the period You were on cover unless You can provide Us with proof of alternative cover with another insurer.
- 4** This policy will automatically cancel if the Motor Insurance Policy is cancelled.

If We decide to cancel

- 5** We or Your Broker may cancel the insurance by sending 7 days notice of cancellation to the email address held on file by Us or Your Broker, or Your last known postal address. You will not be insured from the 8th day after the notice is issued to You. The notice will provide an explanation as to why Your policy is being cancelled.
- 6** We will refund the part of Your premium according to the number of days remaining from the date of cancellation until the end of the Period of Insurance, subject to the status of any claims made on your policy, as outlined in section 1.
- 7** If You have a broker, any refund will be sent to Your Broker.

Important information

WHO ARE WE?

Haven Insurance Company Limited is registered in Gibraltar number 85914. Our registered office is located at **No.1 Grand Ocean Plaza, Ocean Village, Gibraltar, GX11 1AA**. We are authorised and regulated by the Gibraltar Financial Services Commission under the Insurance Companies Act 1987. In addition to this, We are also regulated by the Financial Conduct Authority (FCA) by means of cross border services. Haven Insurance is a member of the UK's Motor Insurers' Bureau (MIB) and Association of British Insurers (ABI).

FINANCIAL SERVICES COMPENSATION SCHEME

If We are unable to meet Our liabilities You may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Further information about compensation scheme arrangements is available at www.fscs.org.uk, by emailing enquiries@fscs.org.uk or by phoning the FSCS on **0207 741 4100**.

SHARING YOUR PERSONAL DATA – DATA PROTECTION

Please view Our full Privacy Statement at www.haven.gi/privacystatement which will provide further information on how We use Your personal data. We will only use Your personal data in accordance with Data Protection Legislation.

How We will use Your personal data

To manage Your insurance with Us

This may include sharing Your personal data with:

- 1** Your Brokers to process and administer Your insurance. As part of Your Brokers processing they may carry out checks with credit reference and fraud prevention agencies in order to verify Your identity, assess Your application for a quotation or credit and offer You the best terms. The checks may be against both public data (such as information from the electoral roll) and private data (such as your credit history). A record of the search will appear on Your credit report. As part of the quote process, Your Broker may exchange information with various industry databases in order to verify the information that You have provided such as the Claims and Underwriting Exchange (CUE), the Hunter Database, the Motor Insurance Anti-Fraud and Theft Register or the No Claims Discount Database. Your Brokers may also carry out checks against data they already hold on You such as data from existing products or account data. They may use this data to help them assess and rate Your application for a quote and determine Your premiums.
- 2** Subcontractors and service providers to process your personal data and provide services on Our behalf. Our Appointed Claims Handlers to manage claims under Your insurance.
- 3** Industry Regulators to monitor and enforce Our compliance with any applicable regulations.
- 4** Other Insurers, if You move to a new insurer We may confirm certain details about Your insurance to them. We will only confirm details to genuine organisations. Any requests for policy information by an individual other than the insured will require permission from the insured to do this.
- 5** Third parties involved in a claim, including their insurer, solicitor, or representative.
- 6** The Compensation Recovery Unit, Department for Work and Pensions, and National Health Service in relation to a claim.
- 7** The Financial Ombudsman Service, if You make a complaint about the service we have provided.
- 8** The Motor Insurance Anti-Fraud and Theft Register and to the Claims and Underwriting Exchange Register, which are both administered by Motor Insurers' Bureau (MIB).

- 9** The DVLA, Your Driving Licence Number may be provided to the DVLA in order for a search to be carried out to confirm Your licence status, entitlement and relevant restriction information and endorsement/conviction data. Searches may be carried out as part of Your quote and at any point throughout the duration of Your insurance policy. A search with the DVLA will not show on Your driving licence record. For details relating to information held about You by the DVLA, please visit www.dvla.gov.uk. Undertaking searches using Your driving licence number helps insurers check information to prevent fraud and reduce incidences of negligent misrepresentation and non-disclosure.
- 10** The Motor Insurance Database (MID); information relating to Your insurance policy will be added to the Motor Insurance Database (MID) managed by the Motor Insurers' Bureau (MIB). MID and the data stored on it may be used by certain statutory and / or authorised bodies including the Police, the DVLA, the DVANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:
- a** Electronic Licencing;
 - b** Continuous Insurance Enforcement;
 - c** Law enforcement (prevention, detection, apprehension, and/or prosecution of offenders);
 - d** The provision of government services and other services aimed at reducing the level and incidence of uninsured drivers.

If You are involved in a road traffic accident (either in the UK, the EEA or certain other territories), insurers and or the MIB may search the MID to obtain relevant information. Persons (including their appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID. It is vital that the MID holds Your correct registration number. If it is incorrectly shown on the MID You are at risk of having Your vehicle seized by the Police. You can check that Your correct registration number details are shown on the MID at www.askmid.com.

Administration

To manage and administer Our relationship with You, including Your registrations, transactions and communications with Us, to perform all orders and contracts with You, to provide the products and information You request, and to respond to Your comments, questions and support requests, and to monitor compliance with and enforce the terms of Our relationship and any contracts with You.

Telephone Calls

We may monitor and record telephone calls for the purpose of security and training.

Market Research/Data Analysis

To help improve Our services We, Your Brokers and recipients of Your Personal Data may also use your Personal Data for the purposes of marketing research and data analysis.

This helps to develop and improve the products and services that are offered.

Complaints

To investigate and respond to complaints made in relation to insurance policies We underwrite.

To prevent and detect fraud

Before We provide services, goods or financing to You, We undertake checks for the purposes of preventing fraud and money laundering, and to verify Your identity. These checks require Us to process personal data about You.

The personal data You have provided, We have collected from You, or We have received from third parties will be Used to prevent fraud and money laundering, and to verify Your identity.

Details of the personal information that will be processed include, for example: name, address, date of birth, contact details, financial information, employment details, device identifiers including IP address and vehicle details.

We and fraud prevention agencies may also enable law enforcement agencies to access and Use Your personal data to detect, investigate and prevent crime.

We process Your personal data on the basis that We have a legitimate interest in preventing fraud and money laundering, and to verify identity, in order to protect Our business and to comply with laws that apply to Us. Such processing is also a contractual requirement of the services or financing You have requested.

Fraud prevention agencies can hold Your personal data for different periods of time, and if You are considered to pose a fraud or money laundering risk, Your data can be held for up to six years.

If We, or a fraud prevention agency, determine that You pose a fraud or money laundering risk, We may refuse to provide the services or financing You have requested, or to employ You, or We may stop providing existing services to You.

A record of any fraud or money laundering risk will be retained by the fraud prevention agencies, and may result in others refusing to provide services, financing or employment to You.

If You have any questions about this, please contact Us on the details below.

Whenever fraud prevention agencies transfer Your personal data outside of the European Economic Area, they impose contractual obligations on the recipients of that data to protect Your personal data to the standard required in the European Economic Area. They may also require the recipient to subscribe to 'international frameworks' intended to enable secure data sharing.

Your Rights

Your personal data is protected by legal rights, which include Your rights to object to Our processing of Your personal data; request that Your personal data is erased or corrected; request access to Your personal data.

For more information or to exercise Your data protection rights, please contact Us Using the contact details below.

If You would like to read the full details of how Your data may be used please view Our privacy statement here: www.haven.gi/privacystatement, phone us on **0345 0920704**, email dataprotection@haven.gi, or write to us at **Haven Insurance Company Limited, No. 1 Grand Ocean Plaza, Ocean Village, Gibraltar, GX11 1AA**.

You also have the right to complain to the Information Commissioner's Office (UK) or the Gibraltar Regulatory Authority (Gibraltar) which regulate the processing of personal data:

Information Commissioner's Office

Wycliffe House

Water Lane

Wilmslow

Cheshire

SK9 5AF

www.ico.org.uk

Gibraltar Regulatory Authority

2nd Floor Eurotowers 4

1 Europort Road

Gibraltar

www.gra.gi

COMPLAINTS

We're committed to providing You with a first class service but We recognise that there may be an occasion when You feel We may not have done this and You wish to make a complaint.

We will always try to resolve any complaint speedily and at the earliest possible stage.

If You are not satisfied with the service provided by Your Broker, please contact them. If You are not satisfied with Our service please contact Us straight away by calling Us on **0345 0920704** or by emailing complaints@haven.gi.

If You want to make a complaint in writing please contact our Customer Relations Team at:

Customer Relations
Haven Insurance Company Limited
No.1 Grand Ocean Plaza
Ocean Village
Gibraltar
GX11 1AA

We will try to resolve Your complaint on receipt but if this is not possible then We will send You a written acknowledgement after We receive Your complaint. This will tell You the name of the person handling Your complaint and enclose Our complaints procedure leaflet.

We will write to You to confirm Our resolution of Your complaint.

If We have not resolved Your complaint within eight weeks, or if Your complaint is still not resolved to Your satisfaction, You have the right to refer Your complaint to the Financial Ombudsman Service. The contact details for the Financial Ombudsman Service are:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone: **0800 0234567**

www.financial-ombudsman.org.uk

The Financial Ombudsman Service will handle most complaints You might have, but there are some instances that fall outside its authority. The Ombudsman's decision is binding upon Us, but You are free to reject it without affecting Your legal rights.

PREMIUM PAYMENTS

You may pay for Your Policy either annually, or Your Broker may be able to offer You a payment plan by monthly direct debit.

We may at Our option deduct any outstanding premiums due from any claims entitlement due in respect of a loss under this policy.

CHANGES TO YOUR POLICY

If You change Your policy or ask Us or Your Broker to re-issue documentation:

- 1** Your Broker will advise You about any change in premium.
- 2** We or Your Broker may charge You an administration fee for making changes to Your policy.

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www.haven.gi

Haven Insurance Company Ltd.
Registered office:
No.1 Grand Ocean Plaza,
Ocean Village, Gibraltar, GX11 1AA
Registered number: 85914

HAVEN
INSURANCE