



# Private Car Telematics Plus Insurance Policy

Your policy explained

Version 4.3

# What to do in the event of an accident

## IF YOU ARE INVOLVED IN AN ACCIDENT YOU SHOULD:

- 1 Get into a safe position, away from other traffic before you start exchanging details.
- 2 Never admit liability at the scene of the accident
- 3 Take note of the names, addresses and phone numbers of everyone involved in the accident.
- 4 Take note of registration numbers, makes and models of any vehicles involved.
- 5 If safe to do so take pictures of the vehicles, the registration numbers of the vehicles, any damage caused as a result of the accident, and any passengers.
- 6 If safe to do so, also try to take pictures of the accident scene and anything else you feel may assist us in the handling of a claim.
- 7 Take note of the names, contact details and addresses of any witnesses present.
- 8 Notify the police at the scene of the accident if any party is injured.

**Any accident/incident which may give rise to a claim on this policy must be reported to us within 24 hours of occurring by either texting "CLAIM" to 83118 or by contacting our Emergency 24 Hour Helpline on: 0345 092 0700.**

If you can provide a contact number for the other party involved or any witness we will speak with them directly on your behalf. We can even do this for you whilst you are at the scene of the accident!

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## Sections of this contract which apply to you

### **COMPREHENSIVE** All sections, with the following exceptions:

B5 will only apply if You have Windscreen and window cover. See the Endorsements section of Your Schedule.

C4 will only apply if You have driving other cars cover. See Your Certificate of Insurance and Your Schedule.

H will only apply if the Limitations as to use section of Your Certificate of Motor Insurance allows Business Use.

P will only apply if Your policy is set up with Telematics Hard Fitted Device. Please refer to the Endorsements section of Your policy Schedule.

Q will only apply if Your policy is set up with Telematics Self Install Device. Please refer to the Endorsements section of Your policy Schedule.

### **THIRD PARTY, FIRE AND THEFT**

A, B1

B4, B6 and B7 apply but only for loss or damage caused by fire, lightning, explosion, theft or attempted theft.

B5 will only apply if You have Windscreen and window cover. See the Endorsements section of Your Schedule.

C1, C2, C3

C4 will only apply if You have driving other cars cover. See the Endorsement section of Your Schedule.

D1 and D3 apply only to medical expenses of third parties, not the person driving Your Car.

E, F, G

H will only apply if the Limitations as to use section of Your Certificate of Motor Insurance allows Business Use.

I, J, K, L, M, N, O and R

P will only apply if Your policy is set up with Telematics Hard Fitted Device. Please refer to the Endorsements section of Your policy Schedule.

Q will only apply if Your policy is set up with Telematics Self Install Device. Please refer to the Endorsements section of Your policy Schedule.

## **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.

# Section A

## Definitions

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

### **Accessories**

Audio, visual or electronic equipment, permanently fitted to Your Car by the manufacturer.

### **Appointed Advisor**

The Preferred Law Firm, solicitor or other suitably qualified person approved by Us to represent You under Section J - Motor Legal Protection of this policy.

### **Appointed Claims Handlers**

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

### **Beyond Economic Repair**

Your Car will be considered to be Beyond Economic Repair if We conclude that the extent of any damage to Your Car makes it uneconomical or unsafe to repair.

### **Business Use**

Use of Your Car for work purposes where that work involves driving. Work purposes including travel to and from a place of work or study if that involves driving Your Car for more than a monthly average of 4 hours a day. See the Limitations as to use section of Your Certificate of Motor Insurance for details of the Business Use permitted by Your policy.

### **Certificate of Motor Insurance**

The document shows the car insured, who is eligible to drive the insured car, what the car may be used for and the Period of Insurance covered.

### **Computer System**

Any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

### **Conditional Fee Agreement**

A type of agreement between You and the Appointed Advisor which governs how the Appointed Advisor will charge You for their own services.

### **Courtesy Car**

The vehicle supplied by Us to You.

### **Cyber Act**

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

**Cyber Incident**

Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

**Cyber Loss**

Any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.

**Data**

Information, facts, concepts, code, or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted, or stored by a Computer System.

**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 2018.

**Driver Specific Excess**

The amount or amounts shown in the Schedule for each driver named under this policy which You or any person insured have to pay towards any claim for loss, damage or liability when Your Car is in the custody or control of a driver named under this policy.

**Endorsement**

An amendment to Your Insurance identified in the Schedule.

**Excess**

The amount or amounts shown in the Schedule which You have to pay towards any claim, including but not limited to a Young or Inexperienced Driver Excess, Driver Specific Excess or Windscreen Excess.

**Legal Costs & Expenses**

Reasonable legal costs, fees, and disbursements reasonably and proportionally incurred by the Appointed Advisor agreed in advance by Us. Legal costs, fees, and disbursements will be assessed on the Standard Basis or in accordance with any applicable fixed recoverable costs scheme. The definition of Standard Basis can be found within the Court's Civil Procedure Rules Part 44. The fees incurred by Your opponent which You are ordered to pay by a court or any other fees We agree to in writing.

**Limit(s) of Coverage**

The value shown in the Schedule.

**Market Value**

The cost of replacing Your Car with one of similar make, model and specification, taking into account the age, mileage and condition of Your Car. To determine the Market Value, We will typically request the advice of an engineer and refer to guides and any other relevant sources.

**No Claims Discount**

The amount by which Your premium is reduced to reflect the lack of claims under the policy.

**Non Fault Accident**

Any accident or incident where We have decided that liability rests entirely with an identifiable third party with valid motor insurance cover at the time of the accident or incident.

**Period of Insurance**

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

**Personal Belongings**

Items owned by You excluding:

- 1 Money (including credit cards, cash cards, debit cards and cheque cards), stamps, tickets, documents or securities,
- 2 Jewellery or furs,
- 3 Tools, goods or samples connected with Your work,
- 4 Property insured by any other contract,
- 5 Accessories and other in-car entertainment systems, communication equipment or navigational equipment; and
- 6 Any items carried inside a Trailer.

**Preferred Law Firm**

The law firm chosen by Us to provide legal services.

**Reasonable Prospects of Success**

This means there is a 51% or more chance that:

- 1 Your claim or appeal will be successful, and
- 2 Any judgement being sought by You will be capable of being enforced effectively. This means that the prospects of recovering monies due to You, whether under a judgement or any other form of agreement to pay, are 51% or above.

**Road Traffic Acts**

Any Acts, laws or regulations which govern the driving or use of any motor car in Great Britain, Northern Ireland, the Isle of Man, the Island of Guernsey, the Island of Jersey and the Island of Alderney.

**Schedule**

The document which gives details of Your cover.

**Small Claims Court**

A court in England and Wales that hears a claim falling within the scope of the Small Claims Track in the County Court, as defined by the applicable Rule of the Civil Procedures 1999, which is in operation at the material time; a court in Scotland that uses the simple claims procedure as set out by the Courts Reform (Scotland) Act 2014, a court in Northern Ireland where the sum in dispute is less than £3,000 or the equivalent jurisdiction in the Channel Islands and Isle of Man where the policy applies.

**Split Liability**

Where liability for an incident is shared between 2 or more parties in the event of a claim, resulting in proportionate settlement being made by each party.



**Supervised Driver**

A driver identified in the Schedule as a Supervised Driver.

**Telematics Provider**

The company which provides and/or installs Your Telematics Tracking Device and provides the associated software.

**Telematics Tracking Device**

Electronic equipment and its accessories which records and transmits vehicle usage data to Us and Your Broker and is fitted into Your Car by You, Us or Our authorised representatives.

**Terms of Appointment**

A separate contract which We will require the Appointed Advisor to enter into with Us if the Appointed Advisor is not a Preferred Law Firm. The contract sets out the amounts We will pay the Appointed Advisor under Your policy and their obligation to report to Us throughout the claim.

**Territorial Limits**

Great Britain, Northern Ireland, the Isle of Man, the Island of Guernsey, the Island of Jersey and the Island of Alderney. In relation to Section J - Motor Legal Protection the United Kingdom, Channel Islands and the Isle of Man.

**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.

**Trailer**

A Trailer designed for the purpose of being towed by a car and includes a caravan or broken-down car (as permitted by law).

**We or Us or Our**

Haven Insurance Company Limited.

**Windscreen Excess**

The amount or amounts shown in the Schedule which You or any person insured has to pay towards any claim under Section B5.

**You or Your**

The policyholder or policyholders named in the Schedule.

In relation to Section J – Motor legal protection it also includes any driver or passenger in or on Your Car with Your permission.

**Young or Inexperienced Driver**

A driver below 25 years of age or who has held a full licence for less than 12 months.

**Young or Inexperienced Driver Excess**

The amount payable under Section B – Loss or damage to Your Car clause 14 if at the time that damage or loss arose other than by fire or theft Your Car was last in the custody or control of an insured Inexperienced Driver, who is not identified as the policyholder in the Schedule.

**Your Broker**

The intermediary through whom You take out this insurance.

**Your Car**

The Car identified in Your policy Schedule or any Courtesy Car arranged by Us whilst Your Car is being repaired after You have claimed under this policy so long as that Car is normally based in the UK.

## Section B

# Loss of or damage to your car

### B1 LOSS OF OR DAMAGE TO YOUR CAR CAUSED BY FIRE OR THEFT

#### What is covered?

We will cover You in respect of loss of or damage to Your Car which occurs during the Period of Insurance caused by fire, lightning, explosion, theft, attempted theft up to the Limit of Coverage specified in the Schedule and subject to the applicable Excess(es).

### B2 LOSS OF OR DAMAGE TO YOUR CAR OTHER THAN BY FIRE AND THEFT (COMPREHENSIVE POLICIES ONLY)

#### What is covered?

We will cover You in respect of loss of or damage to Your Car which occurs during the Period of Insurance caused by accidental or malicious means up to the Limit of Coverage specified in the Schedule and subject to the applicable Excess(es).

Provisions applicable to B1 and B2

- 1 If Your Car is damaged, at Our option We will:
  - a Repair the damage to Your Car; or
  - b Settle the claim by monetary payment; or
  - c Provide You with a replacement Car.
- 2 We will reduce any monetary payment made to take into account wear, tear and loss of value when We settle claims.
- 3 We will only repair or replace Your Car under sections B1 and B2 if the Excess has been paid.
- 4 Where We agree to settle the claim by a monetary payment instead of repairing or replacing Your Car, We will only make a payment where:
  - a The Excess has been paid; or
  - b We reduce the amount of the payment by the amount of the total Excess(es).
- 5 If Your Car cannot be driven as a result of damage insured by this insurance, We will:
  - a Take You and Your passengers to the approved repairer, nearest local amenity, or safe place within 10 miles of the incident location; and
  - b Cover up to a maximum of £100 for any one claim to travel home or to Your original destination; or
  - c Cover overnight accommodation up to £100 per person, and up to a maximum of £250 for any one claim if You are more than 25 miles away from Your home address. Receipts will be required to validate Your claim. Overnight accommodation will only be covered if it is within 24 hours of the incident.
- 6 If Your Car cannot be driven as a result of damage insured by this insurance, We will arrange to move Your Car so that it can be repaired, returning it after repair to Your address as set out in the Schedule. We will not be responsible for any costs arising from damage caused when moving Your Car from or to Your address and / or to a place where it can be repaired.
- 7 All repairs carried out by Our approved repairers are guaranteed for 5 years from the date the repairs are completed, as long as You own the vehicle. Any parts used during the repair are covered under the manufacturer's guarantee. In the unlikely event the repairs are considered unsatisfactory, the approved repairer will have the option to rectify their work. Should the repairs still be considered unsatisfactory, You may use another repairer providing We agree for the work to be carried out. If You do not wish to use Our approved repairers an additional Excess will apply, which will be confirmed on Your Policy Schedule. We will be unable to provide You with a Courtesy Car. You will need to give Us an estimate from Your preferred repairer. If We think the estimate is unreasonable, We can:

- a arrange for Your vehicle to be moved to Our approved repairer, or
  - b ask You to give an estimate from another repairer.
- 8** At Your request, We can sub-contract the repair work that We are to carry out to a repairer of Your choice, but this may lead to delays in arranging the repairs. We do not provide a Courtesy Car if You request that We sub- contract the repair work that We are to carry out to a repairer of Your choice, even if the Courtesy Car option is shown in Your Schedule.
- 9** If We consider Your Car is Beyond Economic Repair as a result of an accident or incident covered by this insurance, subject to clause 11 below We will provide the owner of Your Car with settlement of its Market Value up to the Limit of Coverage after deducting the Excess. You should be aware that We are entitled to provide settlement up to the Limit of Coverage after deducting the applicable Excess(es) in full and final settlement of Your claim for damage to Your Car, even if that value is under-stated. Our obligation to repair Your Car shall be limited to the cost calculated by applying the proportion that the value of the repair service that We are to provide bears to the Market Value of Your Car up to the Limit of Coverage less the applicable Excess(es).
- 10** If Your Car is stolen and not recovered, subject to clause 11 below We will provide the owner of Your Car with settlement of its Market Value at the date it was stolen subject to the Limit of Coverage shown in the Schedule after deducting the applicable Excess(es).
- 11** If You have bought Your Car under a finance, hire purchase or leasing agreement or Your Car is wholly or partly electronically powered and the batteries are leased and a settlement is due to be made by Us under this policy, and We decide to make a monetary payment to either repair the loss or damage, because Your Car is Beyond Economic Repair, or because Your Car is stolen and not recovered, then any payment made will be used to discharge any sums owed to the hire purchase company or leasing company or bank, or other lenders less the applicable Excess(es).
- If the settlement amount under the finance or hire purchase agreement is less than the sum due under the policy, We will settle the difference with You. If the settlement amount under the leasing agreement is less than the sum due under the policy, no further settlement will be made to You.
- 12** If We make settlement of the Market Value of Your Car or the Limit of Coverage in settlement of a claim under sections B1 and / or B2:
- a You must send Us the Car Registration Document and any current test certificate.
  - b Your Car will become Our property.
  - c Unless We agree to let this insurance continue on a replacement car, this insurance will end on the date You accept settlement.
  - d We will deduct any outstanding premiums from any settlement due.

**Your Excess**

- 13** If Your Car is lost, stolen or damaged You are responsible for paying the Excess(es) shown in the Schedule no matter how the loss or damage happened.

**Young or Inexperienced Driver Excess**

- 14** Unless the loss or damage is caused by fire or theft, You will also be required to pay the Young or Inexperienced Driver Excess specified in the Schedule if at the time of the loss or damage the Car was last in the custody or control a driver named under this policy who is not identified as the policyholder in the Schedule and who is a Young or Inexperienced Driver.

DRIVER AGE	COMPREHENSIVE
17 - 20	£500
21 - 24	£350
25 - 70	£150
71 - 75	£250
76 +	£300

**Driver Specific Excess**

- 15** Unless the loss or damage is caused by fire or theft, You will also be required to pay the Driver Specific Excess of the driver last in the custody or control of Your Car and named in the Schedule. Driver Specific Excess is specified for each driver in the Schedule.

### B3 NEW CAR REPLACEMENT (COMPREHENSIVE POLICIES ONLY)

1 If Your Car is less than 12 months old and it is:

- a stolen and unrecovered; or
- b damaged and the cost of repair is more than 59% of the current UK list price (including VAT),

We will replace Your Car with one of the same model and specification subject to the applicable Excess(es), provided that

- a you are the first and current registered keeper,
- b the original purchase invoice is available,
- c Your Car was originally purchased within the Territorial Limits,
- d it was purchased under an agreement where ownership was passed to you, and
- e anyone with a financial interest agrees to settle the claim in this way.

2 If You do not want Us to replace Your Car, or a car of the same model and specification is not available from UK stock, the most We will pay is the Market Value. After Your claim is settled the lost or damaged car becomes Our property.

3 We will also provide cover if You are the second registered keeper of Your Car, providing it was first registered to the dealership where it was bought and had covered less than 50 miles. We will only replace Your Car with another pre-registered car of the same model and specification. If a suitable replacement is not available from UK stock, the most We will pay is the Market Value.

### B4 ACCESSORIES

1 If Accessories (as defined by this insurance) are damaged or stolen from Your Car, subject to the Excess We will repair or replace up to a maximum of £1,000 in total. At Our discretion, in some circumstances We may decide to settle the claim by making a monetary payment instead of repairing or replacing the Accessories.

2 Where We take the option of making a monetary payment instead of repairing or replacing the Accessories, We will reduce the settlement to take into account wear, tear and loss of value.

### B5 WINDSCREEN AND WINDOW COVER

1 If the Schedule includes windscreen and window cover, We will replace or repair damage to Your Car's windscreen or windows (excluding sunroofs, detachable hardtops and panoramic roofs) subject to a £115 Excess for replacement or £25 Excess for repair.

2 At Your request, We can sub-contract the repair work that We are to carry out to a repairer of Your choice. A £50.00 limit to the value of any replacement or repair work applies should You wish Us to sub-contract the replacement or repair work to a sub-contractor of Your choice. You will be responsible for the Windscreen Excess.

3 We will cover the recalibration of Your Car's ADAS (Advanced Driver Assistance System) as a result of any repairs. If any parts are no longer available, We will cover the cost shown in the manufacturer's latest price guide together with reasonable fitting costs. A £250 limit will apply should You wish Us to sub-contract the recalibration work to a sub-contractor of Your choice.

4 Any claim relating to Your Car's windscreen or windows will not affect Your No Claims Discount.

5 If We consider Your Car is Beyond Economic Repair as a result of an accident or incident covered by this insurance, subject to Section B - Provisions applicable to B1 and B2 clause 11, We will provide the owner of Your Car with settlement of its Market Value up to the Limit of Coverage after deducting the Windscreen Excess.

You should be aware that We are entitled to provide settlement up to the Limit of Coverage after deducting the applicable Excess(es) in full and final settlement of Your claim for damage to Your Car's windscreen or windows, even if that value is understated. Our obligation to repair Your Car's windscreen or windows shall be limited to the cost calculated by applying the proportion that the value of the repair service that We are to provide bears to the Market Value of Your Car up to the Limit of Coverage less the applicable Excess(es).

## B6 PERSONAL BELONGINGS

- 1 If You have comprehensive cover, We will cover loss of or damage to Your Personal Belongings caused by an accident, fire, theft or attempted theft whilst they are in Your Car up to a maximum of £250 for any one incident.
- 2 If You have Third Party Fire and Theft cover, We will cover loss of or damage to Your Personal Belongings caused by fire, theft or attempted theft whilst they are in Your Car up to a maximum of £250 for any one incident.
- 3 Cover will not be provided in respect of the theft of any property which is in an open or convertible car unless it is kept in a locked luggage compartment.
- 4 We are entitled to reduce the settlement to take into account wear and tear when We settle claims.
- 5 Any claim for Your Personal Belongings is subject to the Excess.

## B7 CHILD CAR SEAT

- 1 We will provide cover to replace a damaged (whether damage is visible or not) child car seat following an insured incident up to a maximum of £75 for any one claim.
- 2 Any claim for Your child car seat is subject to the Excess.

### What is not covered?

See also Section O - General Exclusions

Section B does not cover:

- 1 In respect of each and every claim, the applicable Excess(es) as shown in the Schedule including, or together with, any Young or Inexperienced Driver Excess, any Driver Specific Excess or Windscreen Excess.
- 2 Except as provided by Sections B4 loss of or damage to any Accessories or property other than Your Car. For the avoidance of doubt there is no cover for communication equipment, navigation systems, audio visual equipment or radio equipment.
- 3 Damage or loss to Your Car or spare parts or Accessories or Personal Belongings by theft, attempted theft or unauthorised use when:
  - a Your Car (including its boot and bonnet) is unlocked; or
  - b Your Car's windows, sun roof or convertible roof are left open; or
  - c The keys (or other form of Car entry device) have been left in Your Car; or
  - d There are no signs of forced or violent entry; or
  - e You have not taken other reasonable precautions to protect Your Car.
- 4 The costs for replacement locks, keys or electronic systems as a result of damage to or loss or theft of Your Car's keys.
- 5 Damage to Your Car's sunroof, detachable hardtop or panoramic roof panels whether glass or plastic.
- 6 Wear and tear, including rust and corrosion.
- 7 Loss or damage caused by driving Your Car through deep water or over rough terrain.
- 8 Repairs or replacements which improve Your Car or Accessories beyond their condition before the loss or damage occurred. If it is necessary to make improvements to Your Car or Accessories by repair or replacement, You will be required to make a contribution to the cost of the repair or replacement.
- 9 Loss of or damage to Your Car as a result of mechanical, electrical, electronic, computer or software breakdowns, failures, faults or breakages.
- 10 Loss of or damage to a Trailer or goods inside or attached to a trailer.
- 11 Damage to tyres unless caused by an accident which is covered by this insurance.
- 12 Damage due to liquid freezing in Your Car's cooling system unless You have taken reasonable precautions and followed the maintenance instructions, as provided by Your Car manufacturer.
- 13 Damage or loss due to the use of the wrong fuel or lubricants, or contaminated fuel.

- 14** Loss of value, whether or not that results from damage covered by this policy.
- 15** The cost of alternative transport (including hire car costs) or compensation for You being unable to use Your Car or any consequential losses (including loss of profits or hire charges) incurred by You or anyone insured under this policy.
- 16** The extra cost of obtaining replacement parts which are not readily available in the UK. This includes increased repair and replacement part costs due to non-availability and / or waiting time and any additional storage costs.
- 17** Any amount more than the last known list price of any part or Accessory which is no longer available.
- 18** Loss or damage caused by a person who obtained access to Your Car by fraud or deception.
- 19** Loss of or damage to Your Car if, at the time of the incident, it was in the custody or control of a person with Your permission who is not covered by this policy.
- 20** Loss of or damage to Your Car as a result of it being taken or driven by a person who is not insured to drive it by this policy but is a member of Your family or household, or any other person known to You, unless You can prove they intended permanently to deprive You of Your Car.
- 21** Loss or damage to Your Car when it is being used for any criminal purpose except for minor driving offences.
- 22** Loss or damage to Your Car whilst the driver is under the influence of, or is affected by the use or consumption of:
  - a** Alcohol, I
  - b** Illegal drugs, or
  - c** Medication (prescribed or otherwise, where the driver has been advised or instructed not to drive whilst taking that medication, including but not limited to instruction/guidance provided in information leaflets accompanying medication).
- 23** Anybody who can claim for the same loss under any other insurance policy.
- 24** Death of or injury to the driver or person in charge of Your Car.
- 25** Death of or injury to any passenger travelling in the course of their work (except as required by the Road Traffic Acts).
- 26** Any claim arising as a result of an act of Terrorism or attempts to avoid Terrorism other than as required by the Road Traffic Acts.
- 27** Loss resulting from Your Car being repossessed and returning it to its rightful owner.
- 28** Loss or damage caused by any government, public or local authority confiscating or destroying Your Car.
- 29** Loss or damage to any Car You are driving or using which is not Your car.
- 30** Loss or damage to Your Car whilst it is hired or let out or carrying passengers for reward unless this relates to car-sharing agreement which accords with Section G – Car sharing of this policy.
- 31** Damage or loss to Your Car when Your Car is carrying or transporting goods for money, unless;
  - a** The Limitations as to use section of Your Certificate of Motor Insurance allows Business Use which includes the carrying or transport of goods; or
  - b** The reward is a mileage allowance permitted by Your contract of employment.
- 32** Loss or damage where You have not opted to have Your ADAS (Advanced Driver Assistance System) recalibrated when it has previously been recommended or required.
- 33** In relation to claims under Section B clause 5:
  - a** Additional hotel charges, such as food and drink,
  - b** Accommodation for more than 1 night,
  - c** Any cost where a receipt or proof of payment cannot be provided.

## Section C

# Claims by third parties

### What is covered?

- 1** We will cover persons listed in Section C clause 3 for legal liability caused by or arising out of the use of Your Car or any Trailer attached to, and / or being towed by Your Car:
  - a** Causing bodily injury or death to a third party (including a passenger); or
  - b** Damage to a third party's property up to a maximum of £20 million for each claim or series of claims arising from one accident or occurrence which is caused during the Period of Insurance.
- 2** We will cover any emergency treatment fees as required by the Road Traffic Acts.
- 3** We will cover the following people in respect of the cover provided in Sections C clause 1 and 2:
  - a** You, when driving, travelling as a passenger in or getting into, or out of, Your Car.
  - b** Any person driving Your Car with Your permission who is named in the Certificate of Motor Insurance and insured by this policy.
  - c** Any passenger travelling in, or getting into or out of, Your Car.
  - d** Any person using (but not driving) Your Car with Your permission for social, domestic or pleasure purposes.
  - e** The legal personal representative(s) of any deceased person identified in Section C clause 3 a to d.

### Driving other cars

- 4** If shown in Your Schedule or Certificate of Motor Insurance, the cover provided in Section C clause 1 and 2 is extended to cover You whilst driving any other car but only if:
  - a** The other car is in Great Britain, Northern Ireland, the Republic of Ireland, Isle of Man or Channel Islands.
  - b** You have the owner's express permission to drive the other car.
  - c** You are aged 25 or over and have held a full driving licence for over 3 years.
  - d** You do not own, hire (under a hire purchase agreement), rent or lease the other car.
  - e** Your Car listed on the Schedule has not been sold or scrapped and is in a roadworthy condition that complies with all statutory regulations and car licensing authority regulations regarding its use, road worthiness and condition.
  - f** The other car is insured in its own right under a separate policy.
  - g** The other car is a car or MPV. Vans or any form of commercial vehicle is excluded from this cover.

### Conditions applicable to Section C

- 1** You must notify Us of any police interview, coroner's inquest, fatal accident enquiry or other court proceedings following an accident covered by Section C. We may decide to arrange legal representation. We are entitled to appoint solicitors of Our choice. Our contribution towards legal fees will usually be limited to £2,000 but We may contribute more in exceptional circumstances subject to Our sole discretion.
- 2** We are not obliged to cover Legal Costs and Expenses incurred without Our prior written consent. Further, We require 14 days notice from You or Your legal representatives intention to issue court proceedings on Your behalf in relation to a claim made against the other driver. Failure to provide notification could prejudice Our position, and should this result in Us incurring legal costs without Us considering the prospects of success or Our legal cost exposure, then We will seek recovery from You and / or Your legal representatives.
- 3** Where an all sections Excess or an Excess applicable to Section C is shown in the Schedule, insofar as it is permitted under the Road Traffic Acts, in respect of each and every occurrence for which a settlement is made by Us under Section C, this Excess is payable to Insurers by You as a contribution to any settlement made by Us.

**What is not covered?**

See also Section O – General Exclusions

Section C does not cover:

- 1** Any person insured under this policy who does not keep to the terms and conditions of this insurance.
- 2** Liability covered by another insurance policy.
- 3** Loss of or damage to Your Car (see Section B – Loss or damage to Your Car if You have comprehensive or third party, fire and theft cover).
- 4** Loss of or damage to the property owned or in the custody or control of the person claiming cover under this section of the policy (see Section B – Loss or damage to Your Car if You have comprehensive or third party, fire and theft cover).
- 5** Except as required by the Road Traffic Acts, loss, damage or liability to third parties which arises as a result of a passenger opening any door or aperture of Your Car.
- 6** Any person who is aware the driver of Your Car does not hold a valid licence to drive it for the purpose for which it is being used.
- 7** Liability for death or injury to the person driving or in charge of Your Car or to any person being carried in or on, getting into or off, a Trailer.
- 8** Liability in respect of any person killed or injured when travelling in Your Car in the course of their employment (except as required by Road Traffic Acts).
- 9** Except as required by the Road Traffic Acts, loss, damage or liability to third parties which arises when Your Car is being driven for reward, unless:
  - a** The Limitations as to use section of Your Certificate of Motor Insurance allows Business Use,
  - b** The reward is a mileage allowance permitted by Your contract of employment; or
  - c** You have a car-sharing agreement which accords with Section G – Car sharing of this policy.
- 10** Liability for death, injury or damage resulting from Your Car or machinery attached to it being used as a tool of trade.
- 11** In relation to Trailers, liability:
  - a** For loss or damage caused by a Trailer which is being towed for profit.
  - b** Where more than one Trailer is being towed at any one time.
  - c** Where a Trailer is not properly secured to Your Car by towing equipment manufactured for the purpose.
  - d** Where a Trailer is towed for reward.
  - e** Where a Trailer is not attached to and / or being towed by Your Car when it causes damage.
- 12** Damage to any public or private highway caused by weight or spillage.
- 13** Any consequence of Terrorism or steps taken to avoid Terrorism unless required by the Road Traffic Acts. Our liability under the Acts will be limited to the minimum required by the Acts.
- 14** Fines, penalties, punitive or exemplary damages.



## Section D

# Medical expenses

- 1 We will provide cover for medical expenses up to £100 for each passenger of Your Car injured in an accident covered by this policy unless those costs are paid under any other motor insurance policy or any other section of this policy.
- 2 If You hold Comprehensive cover, We will pay the insured driver's medical expenses up to £100.
- 3 The maximum We will cover in respect of medical expenses for any one accident covered by this policy is £400.

## Section E

# No Claims Discount

- 1 The maximum No Claims Discount We accept is 5 years.
- 2 If during the Period of Insurance no claims are assessed as being a fault or Split Liability claim, You will earn an additional 1 year of No Claims Discount.
- 3 If, during the Period of Insurance, one claim is assessed as being a fault or Split Liability claim, Your No Claims Discount will be reduced as shown in the below table. You will not earn any additional years No Claims Discount for the Period of Insurance in which the claim occurs.
- 4 If You have protected Your No Claims Discount, Your No Claims Discount will not be affected as long as no more than 1 claim is assessed as fault or Split Liability within the Period of Insurance. You will not earn any additional years No Claims Discount for that Period of Insurance. In the event that any further fault or Split Liability claims arise within the same Period of Insurance, Your No Claims Discount will be reduced as shown in the below table for each subsequent fault or Split Liability claim:

NCD	NCD AFTER EACH FAULT OR SPLIT LIABILITY CLAIM
0yr	0yr
1yr	0yr
2yrs	0yr
3yrs	1yr
4yrs	2yr
5yrs	3yrs
5yrs+	3yrs

We reserve the right to withhold Your No Claims Discount proof where there is an outstanding payment due.

### Uninsured Driver Benefit

- 1 If You are involved in an accident with an uninsured driver and it was not Your fault, Your No Claims Discount will not be reduced, provided You can supply the make, model and registration number of the third party vehicle and the incident is reported to the police and assigned a crime reference number.
- 2 If Your claim is not settled when Your renewal is due, Your No Claims Discount may be reduced. However, once We confirm the uninsured driver was at fault, We will reinstate Your No Claims Discount.

### Vandalism Promise

This term only applies where You have comprehensive cover.

If Your Car is damaged as a result of vandalism, Your No Claims Discount will not be reduced, provided that the incident is reported to the police and assigned a crime reference number and the damage has not been caused by another vehicle.

## Section F

### Using your car abroad

- 1** Provided that Your Car is being used for social, domestic and pleasure use only, unless expressly agreed by Us, We will provide You with the minimum level of cover for Your Car required by law in any country listed below:

Andorra	France	Luxembourg	San Marino
Austria	Germany	Malta	Serbia
Belgium	Gibraltar	Monaco	Slovakia
Bosnia & Herzegovina	Greece	Netherlands	Slovenia
Bulgaria	Hungary	Norway	Spain
Croatia	Iceland	Poland	Sweden
Czech Republic	Italy	Portugal	Switzerland
Denmark	Latvia	Republic of Cyprus	Vatican City
Estonia	Liechtenstein	Republic of Ireland	
Finland	Lithuania	Romania	

- 2** The Certificate of Motor Insurance takes the place of an International Motor Insurance Card (Green Card).
- 3** If the compulsory insurance requirements of the country in which the incident occurs (being a country identified in Section F, clause 1) requires a higher minimum level of cover than is provided by Section C, We will provide the minimum level of cover required by that country.
- 4** We may agree to provide You with the same level of insurance cover You have in the UK on a weekly basis, up to a maximum of 31 days, subject to:
- a** Prior notice of at least 48 hours is given before using Your Car abroad; and
  - b** Any additional premium due being paid.
- 5** If the law of a foreign country covered by this insurance requires Us to settle a claim We would not otherwise be liable to settle, We may recover the amount of the claim from You or the person the claim was made against.
- 6** In the event of a claim, You will be required to evidence Your travel.
- 7** You are required to contact Us before using Your Car abroad, in order for Us to ensure that the Telematics Tracking Device is programmed accordingly.
- 8** Cover under this section only applies when:
- a** Your Car is registered in the Territorial Limits,
  - b** Your Car is normally kept within the Territorial Limits, and
  - c** You have a permanent residence within the Territorial Limits.

## Section G

# Car sharing

- 1 You will still be covered by this insurance if You receive payment for giving lifts to passengers so long as:
  - a Your Car is not constructed or adapted to carry more than 8 people and is not a motorcycle; and
  - b You do not make a profit from the payments received; and
  - c The passengers are not being carried in the course of a business of carrying passengers.

## Section H

### Business use

- 1 If the Limitations as to use section of Your Certificate of Motor Insurance allows Business Use, the sections of this policy which apply to Your insurance will automatically apply equally when Your Car is being used for the Business Use specified in the Limitations as to use section of Your Certificate of Motor Insurance.
- 2 Please see the table on page 4 for which sections of this policy apply to the type of cover You hold.

## Section I

### Courtesy car cover

- 1** In the event that Your Car is rendered a total loss, or is stolen and not recovered and the incident occurs within the Territorial Limits, We will provide You with a Courtesy Car for Your use for a maximum period of seven days only. If You have selected Enhanced Courtesy Car cover We will provide You with a Courtesy Car for Your use for a maximum period of 14 days only. If in the event that Your Car can be repaired following an accident We will provide You with a Courtesy Car for the duration of repairs only when We are repairing Your Car without involving a sub-contractor that You request that We engage with. Where You request that We sub-contract the repair work that We are to carry out, We will not provide You with a Courtesy Car.
- 2** If Your Car is stolen, or is a total loss from an accident or fire, We will provide a Courtesy Car for up to seven days in any one Period of Insurance. If You have selected Enhanced Courtesy Car cover We will provide a Courtesy Car for up to 14 days in any one Period of Insurance.
- 3** You must be over 21 and not over 75 years of age to use a Courtesy Car.
- 4** We will provide up to an S2 category vehicle as defined by the Association of British Insurers GTA for use as a Courtesy Car. Examples of vehicles in this category include a Vauxhall Corsa or Ford Ka. If You have selected Enhanced Courtesy Car cover please refer to Your Policy Schedule.
- 5** Once We have accepted Your claim, the Courtesy Car will be delivered to You within the Territorial Limits.
- 6** You and any authorized person in charge of the Courtesy Car must abide by the Road Traffic Act(s), and any other Act, laws or regulations which govern the driving or use of any motor vehicle in the Territorial Limits while using the Courtesy Car.
- 7** We cannot guarantee the Courtesy Car will be adapted to any special needs or disability.
- 8** We will not provide a Courtesy Car:
  - a** If You request that We sub-contract Our repair service that We are to provide to a contractor selected by You;
  - b** For any drivers under 21 years of age and drivers over 75 years of age;
  - c** For use outside the Territorial Limits;
  - d** For any claim not reported to Us within 24 hours of the incident occurring;
  - e** If You have use of a Courtesy Car via another policy;
  - f** For more than one incident in any one Period of Insurance;
  - g** If You have not made a claim under Your motor insurance policy for the incident giving rise to the claim;
  - h** For any event that occurred prior to this policy commencing or after the policy has expired;
  - i** If the event giving rise to a claim is an intentional, criminal or fraudulent act or omission by You or Your family.
  - j** If no Courtesy Car cover is selected.
- 9** We will not pay any costs:
  - a** In respect of fuel, fares and fines relating to the Courtesy Car while You are using it;
  - b** In respect of a Courtesy Car once Your policy expires;
  - c** In respect of car hire prior to Us, or after Us providing You with a Courtesy Car.

## Section J

# Motor Legal Protection

This section covers You for the Legal Costs & Expenses incurred to claim back losses which are not covered by Your policy from the responsible party, if Your Car is damaged in an accident that is not Your fault.

### What is covered?

- 1** This section of Your policy will help You if an accident which is another party's fault results in damage to Your Car and/or personal property in or on Your Car.
- 2** We will pay Your Legal Costs and Expenses up to £75,000 for all claims arising from or related to the same accident including the cost of appeals or counterclaims, provided that:
  - a** You have paid the insurance premium;
  - b** You adhere to the terms of this policy and fully co-operate with Us and the Appointed Advisor;
  - c** The accident happens in the Territorial Limits;
  - d** We and the Appointed Advisor agree that Your claim has Reasonable Prospects of Success throughout Your claim;
  - e** The accident occurred during the Period of Insurance;
  - f** Any claim under this Section J is reported within 90 days of the accident occurring;
  - g** The claim falls under the jurisdiction of a court or the Motor Insurers Bureau and in the Territorial Limits;
  - h** The claim is handled by an Appointed Advisor who has been authorised by Us and they agree to Our Terms of Appointment;
  - i** You enter into a Conditional Fee Agreement with the Appointed Advisor.

### What is not covered?

See also [Section O - General Exclusions](#)

Section J does not cover:

- 1** We will not cover any claim arising from or relating to:
  - a** Legal Costs & Expenses incurred before Your Broker accepts a claim or without their written agreement;
  - b** Any claim which proceeds in the Small Claims Track of the County Court;
  - c** A contract;
  - d** Defending any claim other than appeals and counterclaims against You in relation to the same accident;
  - e** An accident which occurs before the commencement of this section of the policy;
  - f** Fines, penalties or compensation awarded against You;
  - g** A dispute with Your Broker or Us not dealt with under the Complaints section of this policy;
  - h** A group litigation order.
  - i** Any Claim for death or personal injury.
- 2** Where Our risk is affected by Your failure to keep to any policy condition, We may cancel this section of Your policy, refuse a claim or withdraw from an ongoing claim. We also reserve the right to claim back Legal Costs & Expenses from You if this happens.
- 3** Any claim where the cost of proceeding is likely to be disproportionate compared to the recovery amount in dispute, or where the likelihood of a court granting an injunction is low.

## Conditions Applicable to Section J

### Your responsibilities

- 1 At all times You must:
  - a Tell Us immediately of anything that may make it more costly or difficult for the Appointed Advisor to claim back losses
  - b Co-operate fully with Us, giving the Appointed Advisor any instructions We or they may require, and to keep them updated with progress of the claim and not hinder them or Us;
  - c Take reasonable steps to claim back Legal Costs & Expenses and, where recovered, pay them to Us;
  - d Keep Legal Costs & Expenses as low as possible.

### Freedom to choose an Appointed Advisor

- 2 You have the right to choose an Appointed Advisor to represent Your interests where You have the right to make a claim under the Motor Legal Protection of this policy. This includes the right to choose an Appointed Advisor in any proceedings or if a conflict of interest arises.
- 3 If You choose an Appointed Advisor which is not Our Preferred Law Firm they must agree to act for You in accordance with Our Terms of Appointment. Cover for their costs will only commence from the date they agree to Our Terms of Appointment:
  - a The Appointed Advisor will enter into a Conditional Fee Agreement directly with You. You will be responsible for costs incurred by the Appointed Advisor which are not authorised by Us.
  - b If You dismiss the Appointed Advisor without good reason, withdraw from the claim without Our written agreement, or if the Appointed Advisor refuses to continue acting for You with good reason, the cover will end immediately. We reserve the right to appoint another Appointed Advisor in accordance with clause 1 above.
- 4 You must agree to Us having sight of the Appointed Advisor's file relating to Your claim. You are considered to have provided consent to Us to have sight of Your file for auditing and quality control purposes.

### Settlement

- 5 You must not negotiate, settle the claim or agree to pay any Legal Costs & Expenses incurred without Our agreement.
- 6 If You refuse to settle the claim following advice to do so from the Appointed Advisor We may refuse to pay further Legal Costs & Expenses.

### Barrister's opinion

- 7 We may require You to obtain and pay for an opinion from an independent barrister where there is a disagreement between You and Us over Reasonable Prospects of Success. The choice of the barrister needs to be agreed with You and Us. You will be responsible for paying for the opinion unless it shows that Your claim has Reasonable Prospects of Success.

### Arbitration

- 8 In the case of dispute You may have the right to have recourse to arbitration.



## Section K

# Repair plus

### What is covered?

- 1 In the event that;
  - a You, when driving Your Car, or
  - b any person driving Your Car with Your permission who is named in the Certificate of Motor Insurance and insured by this policy, or
  - c Your Car

is involved in an accident or incident with a car or vehicle which is driven by a third party who;

- a can be traced, and
- b has valid and current insurance to drive the third party vehicle, and
- c this accident or incident causes damage to Your Car,

Then, if We decide that;

- a the accident or incident has involved no fault on Your part or on the part of any person driving Your Car with Your permission, who is named in the Certificate of Motor Insurance and insured by this policy and was entirely the fault of the third party, and
- b the damage has not rendered Your Car Beyond Economic Repair,

We will repair the damage to Your Car which is caused by the accident or incident, occurring during the Period of Insurance, and We will then seek recovery from the third party.

### Conditions applicable to Section K

- 1 We will only provide cover under Section K if the third party who was wholly responsible for causing the accident or incident can be traced within a reasonable time but in no event longer than 3 months and is validly and currently insured in respect of the loss or damage caused.
- 2 If You or any person driving Your Car with Your permission, who is named in the Certificate of Motor Insurance and insured by this policy were/are in any way at fault in the incident and You knew this or would have been reasonably expected to have known and did not inform us, then We will not provide any further assistance and We will be entitled to seek immediate recovery of Our costs from You.
- 3 If Your Car cannot be driven as a result of damage covered by this insurance, We may arrange to move the car so that it can be repaired, returning it after repair to Your address as set out in the Schedule. We will not be responsible for any costs arising from loss or damage caused when moving Your Car from or to Your address or to a place where it can be repaired.

### What is not covered?

See also Section O - General exclusions

- 1 Where We have agreed to handle Your claim under Section K of this policy, We will not provide cover if it subsequently transpires that in Our sole opinion, You or any person driving Your Car with Your permission, who is named in the Certificate of Motor Insurance and insured by this policy were/are at fault in any part for the accident or incident. We will cover any repairs already performed or irrevocably contracted to be performed prior to it becoming clear to Us that You are at fault, unless condition 2 applicable to Section K – Repair plus applies.
- 2 Repairs or replacements which improve Your Car or Accessories beyond their condition before the damage occurred. If it is necessary to make improvements to Your Car or Accessories by repair or replacement, You will be required to make a contribution to the cost of repair or replacement (betterment).

- 3 Loss of or damage to a trailer or goods inside or attached to a trailer.
- 4 Loss of value even if it results from damage covered by this policy.
- 5 The cost of alternative transport (including hire car costs) or compensation for You being unable to use Your Car or any consequential losses (including loss of profits or hire charges) incurred by You or anyone insured under this policy.
- 6 The extra cost of obtaining replacement parts which are not readily available in the UK. This includes increased repair and replacement part costs due to non-availability and / or waiting time and any additional storage costs.
- 7 Any amount more than the last known list price of any part which is no longer available.
- 8 Loss or damage to Your Car when it is being used for any criminal purpose except for minor driving offences.
- 9 Loss of or damage to Your Car whilst the driver is under the influence of, or is affected by the use or consumption of:
  - a Alcohol
  - b Illegal drugs, or
  - c Medication (prescribed or otherwise, where the driver has been advised or instructed not to drive whilst taking that medication, including but not limited to instruction/guidance provided in information leaflets accompanying medication).
- 10 Any claim arising as a result of an act of Terrorism or attempted Terrorism or attempts to avoid or escape acts of Terrorism / attempted Terrorism other than as required by the Road Traffic Acts.
- 11 Loss or damage to Your Car whilst it is hired or let out or carrying passengers for reward unless this relates to car-sharing agreement which accords with Section G – Car sharing of this policy.
- 12 Loss or damage to Your Car when Your Car is carrying or transporting goods for money unless:
  - a The Limitations as to use section of Your Certificate of Motor Insurance allows Business Use and the carrying or transport of goods; or
  - b The reward is a mileage allowance permitted by Your contract of employment.

# Section L

## 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
- 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, road worthiness 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 You notify Your Broker as soon as possible of any changes to the information provided in the proposal form or statement of fact and declaration and at each Renewal. If You have a short term policy, changes and / or additions are not available once the policy has been taken out. Examples of material changes include:
  - a A change of Car. Your policy will be cancelled if You change Your Car more than twice (2 times) throughout the duration of the Period of Insurance. A charge will apply for the first and second change of vehicle, as specified in the Schedule.
  - b All changes You make to Your Car if they make it different from the manufacturer's standard specifications (even if the changes are purely cosmetic).
  - c A change of Your address.
  - d Change to Your contact details i.e. contact telephone number or email address.
  - e A change in Your occupation or that of any driver named on Your policy.
  - f A change in the purpose for which Your Car is used.
  - g A change in the person who drives Your Car most frequently.
  - h You or any named driver passing Your driving test if a provisional driving licence was held at inception of the insurance.
  - i Changes to the Endorsements required.
  - j Motoring convictions.
  - k Details of medical conditions which may affect Your ability (or the ability of anybody insured to drive Your Car) to drive. These include but are not limited to diabetes, epilepsy or a heart condition.
  - l Changes to the information provided in the proposal form may result in amendments to Your cover or premium for example:
    - i We may apply additional terms or restrictions to Your policy.
    - ii If You make an adjustment to Your policy during the Period of Insurance which results in an increase in Your premium, any outstanding premium due will be calculated by Us on a pro rata basis.

- iii If You make an adjustment to Your policy during the policy period which results in a decrease in Your premium, the refund of premium due to You will be calculated by Us on a pro rata basis. Any refund will be issued to Your Broker. If at the time of the adjustment You or a third party has 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 by Us or when We receive notification that a claim by You or a third party will not be pursued further. If settled as a fault claim and We have incurred costs as a result then no refund of premium will be given.

- iv If You request a change which falls outside of the policy acceptance criteria, We may cancel Your policy in accordance with the terms set out in Section N – Cancelling Your policy.

7 You allow Us to examine Your Car at any reasonable time, if requested.

8 You successfully complete broker validation requirements.

9 Unless You have Our written agreement, You (or any person covered by this insurance) must not admit blame, or make any offer, promise or payment to a third party or parties.

## Section M

# Claims notification and co-operation

### Conditions

- 1 You must report any claim, accident or loss to Us regardless of fault within 24 hours and assist with Our enquiries at all times.
- 2 You must report any theft, attempted theft or malicious damage relating to Your Car or other property to the police and obtain a crime reference number.
- 3 Following any occurrence which may give rise to a claim under this policy You must immediately notify Us by telephone using the contact details in the Schedule, to provide preliminary information about the loss or damage. This will include:
  - a Your contact details and details of anybody else in Your Car at the time of the incident.
  - b Details of convictions and pending prosecution for You and any named driver.
  - c Your policy number.
  - d Information about Your Car and details of the incident.
  - e Details of any witnesses.
  - f Details of other parties involved in any incident and any injuries suffered and any damage to their property.
- 4 If You fail to assist with Our enquiries or report a claim within 24 hours, We may refuse to settle Your claim except as required by The Road Traffic Acts.
- 5 Where, at Your request, We agree to sub-contract any of Our repair services to a sub-contractor of Your choice, or where, at Our discretion, We agree to settle Your claim by making a monetary payment, We will not accept responsibility for the cost of repairs or replacements which are not authorised in advance by Us.
- 6 Where, at Your request, We agree to sub-contract any of Our repair services to a sub-contractor of Your choice, or where, at Our discretion, We agree to settle Your claim by making a monetary payment, any estimate for repairs that You obtain should be copied and marked with Your policy and claim number and sent to **Haven Claims, Suite 2a Second Floor, 160 London Road, Sevenoaks, Kent, TN13 1BT**.
- 7 You must telephone Us immediately if:
  - a You receive any letters or other documents about the incident.
  - b You become aware that anyone insured under this policy may, or will be, prosecuted or if there is going to be an inquest or fatal accident inquiry as a result of an accident covered by this insurance.
  - c You become aware that a civil claim may or will be made against anyone insured by this policy arising out of an accident covered by this insurance.
- 8 You must not answer any letters or proceedings without Our written permission.
- 9 Under no circumstances should You instruct Your own solicitor. We only agree to pay costs once the appointed representative has been agreed by Us.
- 10 Where We or another repairer carry out work on Your car, parts and accessories, including green recycled parts, that are not made or supplied by the vehicle manufacturer but are of similar type and quality, may be used.

### Conduct of claims/subrogation

- 1 We are entitled to take over any third party claim against You (or any other person claiming under this policy) and to conduct the defence or settlement of any such third party claim in Your name or the name of any person claiming under this policy.
- 2 We are entitled to instruct solicitors of Our choice to act for You in any civil or criminal claim against You or any person claiming under this policy. We will have full control over any legal proceedings brought against a third party.

- 3 If We believe the incident is not Your fault, We will arrange for:
  - a A legal expert to contact You who will help claim back Your losses.
  - b You to be contacted to assess Your need and suitability for a replacement hire vehicle.
- 4 Where We consider it appropriate, We may admit liability on Your behalf or on behalf of anybody else insured by this policy. We have full control of all claims covered by this policy.
- 5 We may, at Our expense, bring a claim in Your name or in the name of any person claiming under this policy to recover any costs incurred by Us.
- 6 If We accept Your claim but cannot agree its value, We will appoint a barrister, whose identity is to be agreed between Us or failing agreement who is nominated by the Chair of the Bar Council, to value Your claim. You and We will be bound by that valuation.
- 7 The Market Value of Your Car will be determined as the cost of the replacing Your Car with one of similar make, model and specification, taking into account the age, mileage and condition of Your Car. To determine the Market Value, We will typically request the advice of an engineer and refer to guides and any other relevant sources.
- 8 You will fully assist Us at all times as is necessary in the conduct of the claim in order for Us to recover all costs from the liable party.
- 9 If We incur additional costs under this insurance because of Your delay in providing Us with information or otherwise co-operating with Our reasonable enquiries, We reserve the right to recover the additional costs from You, or at Our discretion, to discontinue with the management of the claim. You will be held responsible under the policy for delays caused by any other person insured by this policy.
- 10 You will be held responsible for delays caused by any other person insured by this policy.
- 11 If any benefit is received directly by You in respect of any cost incurred by Us then You shall inform Us and remit such benefits directly and immediately to Us.
- 12 Where We agree to handle Your case as a Non Fault Accident We will repair Your Car and We will handle all aspects of the claim on Your behalf, subject to the provisions set out in Section K – Repair plus.

### **Our right of recovery**

- 1 For the avoidance of doubt, the cover provided by the policy meets the requirements of the provisions of the Road Traffic Acts and to the extent more limited cover is provided by any provisions under this policy the minimum cover required under the Road Traffic Acts will apply, but this is subject to Our right of recovery referred to in clause 2 below.
- 2 If, under the law of any country this policy covers You in, We must settle a claim for which We would not otherwise provide cover, We may recover any claim payment from You or from the person who the claim was made against.

### **Fraud**

- 1 If You or anybody insured by this policy makes a claim knowing it to be fraudulent, false or exaggerated, provides false documents or makes false statements in support of a claim, this insurance will be void and all claims will be forfeited.
- 2 In the event of fraud, We will retain all premiums paid.

### **Other insurance**

- 1 Where a claim under this insurance is also covered by another insurance policy, We will only settle Our share of the claim.
- 2 If a person other than You is driving Your Car and is covered by other insurance for claims by third parties, no settlement for those claims will be made under this policy.
- 3 If You have separate insurance cover for losses which are not insured by this policy, You must tell Us about any settlements You receive which are connected with any claim under this policy. You must also tell Us about any claim Your other insurers bring for recovery of sums paid by them.

**Contracts (Rights of Third Parties) Act 1999**

No person, persons, company or other party not named as insured in the Certificate of Motor Insurance 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.

**Assignment**

This policy is a contract personal to You and may not be assigned or transferred in any circumstances and no person apart from You (or in the case of Your death Your legal representative) shall have any right against Us in respect of the subject matter of this insurance or any right to receive moneys payable either before or after loss and whether admitted or not unless this right has been endorsed on the policy and signed by Us.

## Section N

# Cancelling Your policy

- 1 This section applies to policies cancelled by You or by Us.
  - a If at the time of cancellation You or a third party has 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 or a third party will not be pursued further.
  - b If the claim is settled as non-fault, and subject to payment of any Excess, 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. If settled as a fault claim and We have incurred costs as a result then no refund of premium will be given and the full annual premium will be payable.
  - c If at the time of cancellation no claims have been made, We will refund a part of the premium according to the number of days remaining from the date of cancellation until the end of the Period of Insurance.
  - d Any refund due will be sent to Your Broker.
  - e Your Broker may charge You a cancellation fee.
  - f Depending on which Telematics Tracking Device Your policy has been set up with, You should refer to Section P - Telematics Hard Fitted Device or Section Q - Telematics Self Install Device for further occasions when a policy may be cancelled.

### If You decide to cancel

- 2 You may cancel this insurance at any time by contacting Your Broker, requesting Your policy to be cancelled. You will not be insured from the date of cancellation. Should You produce a cancelled Certificate of Motor Insurance with the intention of deceiving any person into accepting it as genuine, You may be prosecuted.
- 3 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.

### If We decide to cancel

- 4 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.

### Cancellation with immediate effect / voidance

At Our option, We or Your Broker may cancel Your policy with immediate effect or void Your policy from inception at any time where; there is evidence of fraud or a valid reason for doing so, including but not limited to:

- 1 Deliberately or recklessly telling Us something which is untrue or misleading in response to any question We ask You when applying for, amending or renewing Your policy.
- 2 Carelessly misrepresenting relevant information which, if correctly represented at the time of applying for, amending or renewing Your policy would have caused Us to decline You for cover.
- 3 Where We have evidence of fraud or dishonesty.
- 4 Where We have evidence of abusive or threatening behaviour.
- 5 Where You have not paid the premium or You administer a 'chargeback' on Your policy premium.
- 6 If You are in breach of any of the Terms, Exceptions, Exclusions, Conditions or Endorsements of Your policy.
- 7 If the Telematics Tracking Device is not installed within the given timeframe as stated in Your Schedule.
- 8 If You have a Poor Driving Score or We detect speeding from the Telematics Tracking Device data.
- 9 If You fail to fulfil broker validation requirements.

Where fraud is identified, We may retain all premiums paid.



## Section O

# General exclusions

These exclusions apply to the whole of Your policy:

- 1** We will not cover any claim for loss, damage or liability, and Your policy may be cancelled, if Your Car is being:
  - a** Driven by or in charge of anybody who is not named in the Certificate of Motor Insurance as a person entitled to drive unless:
    - i** That person is a member of the motor trade who is servicing or repairing Your Car.
    - ii** Your Car was stolen or taken without Your permission and has been reported as such to the Police. You must provide Us proof of prosecution or ongoing investigation.
  - b** Driven by anyone (including You) who You know is disqualified from driving, or does not hold a licence to drive Your Car, or is prevented by law from holding a licence; or
  - c** Used for a purpose that involves criminal activity (other than minor motoring offences).
  - d** Used in or on restricted areas of airports or airfields. We will not provide cover for any claim concerning an aircraft within the boundary of the airport or airfield.
  - e** Used for purposes other than those in the Limitations as to use section of the Certificate of Motor Insurance.
  - f** Used to carry a load which is more than it was constructed to carry and more than the maximum capacity.
  - g** Used to carry dangerous substances or goods or inflammable liquids or gasses in bulk.
  - h** Driven by anyone (including You) who is under the influence of, or is affected by the use or consumption of:
    - i** Alcohol,
    - ii** Illegal drugs, or
    - iii** Medication (prescribed or otherwise, where the driver has been advised or instructed not to drive whilst taking that medication, including but not limited to instruction/guidance provided in information leaflets accompanying medication).
- 2** No cover will be in place for the recovery of any Car from a police or government impound unless explicitly authorised by Us.
- 3** We will not cover any costs You have accepted under an agreement or contract unless You would have had to cover those costs even if the agreement did not exist.
- 4** We will not provide cover for deliberate loss or damage caused by anybody insured by this policy.
- 5** We will not cover any liability, loss, damage, cost or expense insured by another policy.
- 6** We will not cover any claim for loss, damage or liability, and Your policy may be cancelled, if:
  - a** You use Your Car at a motor racing track or at an off-road event or on the Nurburgring Nordschleife.
  - b** You use Your Car for racing, rallies, speed trial or endurance tests.
  - c** You exceed the seating capacity of Your Car.
- 7** Unless the Limitations as to use section of Certificate of Motor Insurance provides for Business Use, and except as required by the Road Traffic Acts, We will not cover any loss or damage if You or anybody insured by this policy uses Your Car to travel:
  - a** For work purposes if that work involves driving.
  - b** To and from work or a place of study if that involves driving for more than a monthly average of 4 hours a day.
- 8** Unless You have Business Use cover and except as required by the Road Traffic Acts, We will not settle any claim by a third party if You use Your Car for the purposes outlined at 7 a) and 7 b) above.

- 9** Where a person is identified in the Endorsements section of the Schedule as a Supervised Driver, except as required by the Road Traffic Acts We will not insure that driver or Your Car whilst being driven by that driver unless they are accompanied at all times by at least one of the following:
- a** You; or
  - b** A parent of the driver who is also a qualified driver; or
  - c** A qualified driving instructor or examiner.

This section applies unless and until You receive an amended Schedule. So, for example, where a learner driver passes his or her driving test, they will not be entitled to drive unsupervised until You have an amended Schedule issued by Us. Please note there may be an additional premium to pay if We agree to remove a Supervised Driver Endorsement and allow a previously Supervised Driver to drive Your Car unsupervised.

- 10** We will not provide repair services or cover for loss, damage or injury caused (directly or indirectly) by war, invasion, act of foreign enemy, hostilities (regardless of whether or not war has been declared), civil war, rebellion, revolution, or military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property or under the order of any government or public or local authority. Nor will We cover loss, damage or injury arising from attempts to control or prevent these causes. But We will provide cover required by the Road Traffic Acts and by the minimum insurance requirements of any foreign country which We have agreed to extend this insurance to cover. (Please see Section F – Using your car abroad).
- 11** We will not provide repair services or cover for any loss or damage (whether direct or indirect) or liability 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.
- 12** We will not provide cover for any proceedings or judgment against You in any court outside the United Kingdom, unless they arise out of Your Car being used in a foreign country which We have agreed to extend this insurance to cover.
- 13** Except as strictly required by the Road Traffic Acts, We will not provide repair services or cover for any liability, loss, damage, cost or expense if We consider that the driver of Your Car was under the influence of drink or drugs or any substance which would be considered an offence under the relevant law applicable to the driving of vehicles at the time of the accident.
- 14** We will not provide repair services or cover for any liability directly or indirectly caused by resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, except to the extent that it is necessary to comply with the minimum requirements of the law relating to compulsory insurance.
- 15** We will not provide repair services or cover for any liability directly or indirectly caused by resulting from or in connection with pollution or contamination unless the pollution or contamination rises directly from an incident which is covered under the terms of the policy.
- 16** We will not provide cover for loss or damage if any person insured by this policy does not keep to the terms, exclusions and conditions of this policy.
- 17** We will not provide repair services or cover for loss or damage to any equipment, integrated circuit, computer chip, and computer software or any other computer related equipment caused by computer failure, computer error, malfunction, or a corruption or harmful unauthorised code that is maliciously or accidentally introduced to propagate a computer system.
- 18** We will not provide cover for any loss, damage, liability, cost or expense of any kind, directly or indirectly caused by or resulting from wear and tear, depreciation, corrosion, rusting, or any other gradually operating cause or the process of cleaning, repair, alteration, renovation, restoration or anything reaching the end of its serviceable life.
- 19** We will not provide cover for any Cyber Loss regardless of any other cause or event contributing concurrently or in any sequence thereto (except as required by the Road Traffic Acts).
- 20** We will not provide cover for any acts of Terrorism causing a Cyber Loss.
- 21** We will not provide cover for any loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data is not covered, nor will be considered as physical loss or damage for the purposes of this exclusion or any other part of this policy wording.

## Section P

### Telematics Hard Fitted Device

**This section applies to Your policy if your policy is set up with Telematics Hard Fitted Device. Please refer to the Endorsements section of Your policy Schedule to confirm which Telematics Tracking Device has been selected for Your policy.**

**This section does not apply in respect of a Courtesy Car.**

It is a condition of this policy that You have the Telematics Tracking Device installed in Your Car and that it remains in use at all times. The Telematics Tracking Device is owned by Us and is licensed to You for the purposes of this telematics insurance policy and for the theft tracking service. The Telematics Provider will provide installation guidance and assistance, maintain the device and monitor it for faults.

The policy will be cancelled if the Telematics Tracking Device is not installed within 10 days of the inception date of the Period of Insurance.

#### INSTALLATION

It is Your responsibility to ensure that any other party who has an interest in the ownership of Your Car (such as Your partner or a hire purchase company) has agreed that the Telematics Tracking Device can be installed in Your Car.

#### TELEMATICS TRACKING DEVICE

The collection and transmission of data by the Telematics Tracking Device may occasionally be impaired or interrupted by operational and / or atmospheric conditions, power failures, or other causes, conditions or events beyond Our reasonable control or the capabilities of the Telematics Tracking Device. This does not necessarily mean the Telematics Tracking Device is defective.

If the Telematics Tracking Device is suspected by Us to be defective, We will contact You and make all reasonable endeavours to repair or (at Our option) replace the Telematics Tracking Device free of charge. If You suspect the Telematics Tracking Device to be defective for any reason You must notify Us as soon as possible to enable an investigation and, if necessary, a repair or (upon Our confirmation) replacement of the Telematics Tracking Device in Your Car. This does not apply to any item which is part of Your Car and which is used to enable the operation of the Telematics Tracking Device and / or in conjunction with it (e.g. vehicle battery) as such items are Your responsibility to maintain in good working order.

We reserve the right to replace the Telematics Tracking Device at Our option and expense at any time with any other Telematics Tracking Device providing You with at least the equivalent functionality. This will ensure the Telematics Tracking Device is updated if there are technological changes or improvements.

We will only exercise this right:

- 1 When replacing a defective Telematics Tracking Device; or
- 2 When installing a Telematics Tracking Device in Your new car (following a change of vehicle on Your policy).

#### TAMPERING / ALTERATIONS

If, during the monitoring of data from Your Telematics Tracking Device, We find that there has been unauthorised interference with the Telematics Tracking Device or any interference with the GPS/GSM signal emitted from the Telematics Tracking Device, such interference will be treated as a fraudulent act, and Your policy will be cancelled with immediate effect.

Damage or loss caused by any form of tampering or nonpermitted interaction with the Telematics Tracking Device is not covered by this insurance policy.

## **CANCELLATION OF YOUR POLICY AND IMPACT ON THE TELEMATICS TRACKING DEVICE**

We will not be held responsible for any damage to Your Car caused by de-installation of the Telematics Tracking Device by You or anyone acting on Your behalf.

If at any time You no longer wish to use the Telematics Tracking Device and request that data collection from the Telematics Tracking Device ceases, the policy will be treated as cancelled by You.

We reserve the right to cancel this policy in accordance with the terms set out in Section N – Cancelling Your policy. In addition, We may cancel Your policy for reasons including, but not limited to:

- 1** Failure to install Telematics Tracking Device within 10 days of inception of the Period of Insurance,
- 2** If the Telematics Tracking Device provided is damaged by You or anyone appointed by You in a malicious or deliberate way, in an attempt to prevent the Telematics Tracking Device from working or recording Your driving behaviour,
- 3** If We deem Your driving behaviour is consistently poor or extreme,
- 4** If an extreme driving event is observed, or
- 5** Speeding.

Please refer to Section N – Cancelling Your policy for further details of policy cancellation. If You sell Your Car, You will be obliged to notify the new owner that a Telematics Tracking Device has been installed. You are also obliged to notify Us of the new owner's details in order to confirm that they have been informed.

Please note that cancellation of Your policy due to extreme driving may lead to other providers refusing Your application for motor insurance.

## **RESTRICTED MILEAGE**

This policy has a mileage restriction applied, which were agreed with You prior to the purchase of the policy. If You exceed Your annual mileage restriction, You are required to purchase top-up miles by contacting Your Broker. Should You exceed the mileage restriction and not purchase top-up miles, We reserve the right to cancel Your policy.

## **COMPLAINTS PROCEDURE – TELEMATICS TRACKING DEVICE INSTALLATION AND FAULTS**

If You have any enquiry or complaint relating to the installation, a faulty Telematics Tracking Device, or the repairs to a Telematics Tracking Device, please contact Us using the details provided in the 'Complaints' section. This section provides further details on the timescales involved if You make a complaint.

## Section Q

# Telematics Self Install Device

**This section applies to Your policy if your policy is set up with Telematics Self Install Device. Please refer to the Endorsements section of Your policy Schedule to confirm which Telematics Tracking Device has been selected for Your policy.**

**This section does not apply in respect of a Courtesy Car.**

It is a condition of this policy that You have the Telematics Tracking Device installed in Your Car and that it remains in use at all times, and all drivers must have the Better Driver by Acorn App downloaded to their mobile device. You must have Your mobile device with You on all Journeys.

The Telematics Tracking Device is owned by Us and is licensed to You for the purposes of this telematics insurance policy and for the theft tracking service. The Telematics Provider will provide Installation Instructions and assistance, maintain the device and monitor it for faults.

### INSTALLATION

The Telematics Tracking Device will be posted to You via recorded delivery and must be installed in Your Car and activated within 48 hours of receipt according to the Installation Instructions included with the Telematics Tracking Device packaging.

If the Telematics Tracking Device is not installed and activated within 48 hours of receipt, We will cancel Your policy with immediate effect in accordance with the terms set out in Section N – Cancelling Your policy.

Do not remove the Telematics Tracking Device from Your Car unless We or the Telematics Provider instruct You to do so. If You change Your Car, You must keep the Telematics Tracking Device and a replacement cradle will be posted to You via recorded delivery. The Telematics Tracking Device must be reinstalled in Your Car and activated within 48 hours of receipt of the replacement cradle.

It is Your responsibility to ensure that any other party who has an interest in the ownership of Your Car (such as Your partner or a hire purchase company) has agreed that the Telematics Tracking Device can be installed in Your Car.

### TELEMATICS TRACKING DEVICE BATTERY

The Telematics Tracking Device must remain sufficiently charged. Your Telematics Tracking Device is solar powered with a built-in battery that gets its power from the sun. In normal circumstances You shouldn't need to charge the Telematics Tracking Device, but We or the Telematics Provider will notify You if this is required and provide instructions on how to charge it. Do not remove the Telematics Tracking Device from Your Car unless We or the Telematics Provider instruct You to do so.

If You do not charge the Telematics Tracking Device and it is not sufficiently charged despite of Our or the Telematics Providers requests, We reserve the right to cancel Your policy with immediate effect.

### BETTER DRIVER BY ACORN APP

The Better Driver by Acorn App is compatible with iOS and Android mobile devices only. You must ensure You have a mobile device which is compatible with the Better Driver by Acorn App. If Your mobile device is lost, damaged or stolen and not repaired or replaced; or is replaced with a mobile device which may be incompatible with the Better Driver by Acorn App You will no longer be eligible for cover under this policy, and Your policy will be cancelled.

### DRIVER SCORE

The data collected from the Telematics Tracking Device is used to monitor Your driving and set Your Driver Score. This is based on Your driving behaviour, including but not limited to:

#### Time of Day

Time of day is an important risk predictor for driving behaviour. The period after midnight to the early hours of the morning is the highest risk zone. The midweek commuting periods are also considered a high risk zones based on accident frequency. If You are driving at high speeds during time periods considered high risks, Your Driver Score may decrease.

**Driving Duration**

Journey duration of more than 2 hours continuous driving increases the risk of accidents due to tiredness and lack of concentration. Your Driver Score will decrease for every trip where You are driving continuously for 2 hours or more.

**Speeding**

Your speeding score is based on the number of times Your driving speed exceeds the speed limit of the road.

**Eco Driving**

Your Telematics Tracking Device also monitors acceleration, speeding-up, braking and cornering.

**INTERRUPTIONS TO THE COLLECTION OF DATA OR DEVICE FAULTS**

The collection and transmission of data by the Telematics Tracking Device may occasionally be impaired or interrupted by operational and / or atmospheric conditions, power failures, or other causes, conditions or events beyond Our reasonable control or the capabilities of the Telematics Tracking Device. This does not necessarily mean the Telematics Tracking Device is defective.

If the Telematics Tracking Device is suspected by Us to be defective, We will contact You and make all reasonable endeavours to repair or (at Our option) replace the Telematics Tracking Device free of charge. If You suspect the Telematics Tracking Device to be defective for any reason You must notify Us as soon as possible to enable an investigation and, if necessary, a repair or (upon Our confirmation) replacement of the Telematics Tracking Device in Your Car. This does not apply to any item which is part of Your Car and which is used to enable the operation of the Telematics Tracking Device and / or in conjunction with it (e.g. vehicle battery) as such items are Your responsibility to maintain in good working order.

We reserve the right to replace the Telematics Tracking Device at Our option and expense at any time with any other Telematics Tracking Device providing You with at least the equivalent functionality. This will ensure the Telematics Tracking Device is updated if there are technological changes or improvements.

We will only exercise this right:

- 1 When replacing a defective Telematics Tracking Device; or
- 2 When installing a Telematics Tracking Device in Your new car (following a change of vehicle on Your policy).

**TAMPERING / ALTERATIONS**

If, during the monitoring of data from Your Telematics Tracking Device, We suspect that there has been unauthorised interference with the Telematics Tracking Device or any interference with the GPS/GSM signal emitted from the Telematics Tracking Device, Your policy will be cancelled.

If a fault is detected and is found not to be the result of unauthorised interference the Telematics Tracking Device will be repaired or replaced. However, if, on inspection it is found that the Telematics Tracking Device and/or its emitted signal has been the subject of unauthorised interference, such interference will be treated as a fraudulent act, and Your policy will be cancelled with immediate effect.

Damage or loss caused by any form of tampering or nonpermitted interaction with the Telematics Tracking Device is not covered by this insurance policy.

**CANCELLATION OF YOUR POLICY AND IMPACT ON THE TELEMATICS TRACKING DEVICE**

We reserve the right to cancel this policy in accordance with the terms set out in Section N – Cancelling Your policy. In addition, We may cancel Your policy for reasons including, but not limited to:

- 1 Failure to install and activate the Telematics Tracking Device within 48 hours of receipt,
- 2 Tampering with the Telematics Tracking Device,
- 3 Poor Driving Score or speeding,
- 4 Exceeding the mileage limit,

- 5 If We detect that Your Car is consistently parked away from the declared overnight parking address,
- 6 If You remove the Telematics Tracking Device from Your Car without a prior instruction from Us or the Telematics Provider, or
- 7 You do not have Your mobile device with You, or it is turned off during a Journey, or the Better Driver by Acorn App is uninstalled.

We will not be held responsible for any damage to Your Car caused by de-installation of the Telematics Tracking Device by You or anyone acting on Your behalf.

If at any time You no longer wish to use the Telematics Tracking Device and request that data collection from the Telematics Tracking Device ceases, the policy will be treated as cancelled by You.

The Telematics Provider may ask You to return the Telematics Tracking Device following the cancellation of Your policy, or the end of the Period of Insurance. Do not remove the Telematics Tracking Device from Your Car until You have received this request.

## **COMPLAINTS PROCEDURE – TELEMATICS TRACKING DEVICE INSTALLATION AND FAULTS**

If You have any enquiry or complaint relating to the installation, a faulty Telematics Tracking Device, or the repairs to a Telematics Tracking Device, please contact Us using the details provided in the 'Complaints' section. This section provides further details on the timescales involved if You make a complaint.

## Section R

# Use of the Telematics tracking device data

Your data will be processed in accordance with Data Protection Legislation. It is very important that You read this section so that You understand how the information collected by the Telematics Tracking Device will be used.

For the purpose of providing You with the policy, the Data Controllers for personal data recorded by the Telematics Tracking Device are Us and Your Broker. The Telematics Provider operates as both a Data Processor and a Data Controller of your personal data.

This means the Telematics Provider uses Your personal data, as instructed by Us and Your Broker, to provide you with the agreed services. The Telematics Provider may also use certain Telematics Data, collected by them, to improve their product and services. This will be carried out in an aggregated form, using anonymisation or pseudonymisation techniques.

By proceeding with the application for insurance, You understand and agree to the use of the Telematics Tracking Device data. You must show this notice to any named driver on Your insurance policy and any other person who drives Your Car so they are aware that a Telematics Tracking Device has been installed and that their journey will be monitored and data collected.

If You sell Your Car You must ensure that the new owner of the vehicle is aware that it has a Telematics Tracking Device fitted and that the vehicle movements will be tracked.

### WHAT DATA IS CAPTURED BY THE TELEMATICS TRACKING DEVICE?

The Telematics Tracking Device in Your Car records speed, acceleration, braking, cornering and mileage at time of usage. It also collects data relating to the type of roads You use. Your Car's GPS location is recorded at all times. This data is collected by the Telematics Provider via a mobile data link. If You have any questions about the data the Telematics Provider collect as part of providing this service, please see Our Privacy Statement for further details [www.haven.gi/privacystatement](http://www.haven.gi/privacystatement). Further details are also available in the Privacy Notices of Your Broker and the Telematics Provider.

Your Broker manages this data on Our behalf as described below.

### HOW WILL THE TELEMATICS TRACKING DEVICE DATA BE USED?

This data will be used to build up a profile of how, where and when Your Car is driven. Your Broker will use the data to identify extreme driving events which may result in cancellation of Your policy. If Your policy is cancelled due to extreme driving this information will be shared with other insurers and may lead other providers refusing Your application for motor insurance.

Your Broker will also use the data to calculate Your total mileage. Should You exceed the amount agreed prior to purchasing the policy, We reserve the right to cancel the policy or charge an additional premium.

Your Broker monitors Your data to help them identify if You have an accident. If Your Broker is alerted to such an incident they will contact You to check You are okay and take steps to start the claims process by sharing Your data with Our Appointed Claims Handler who will use Your data as part of the claims process. We may also share GPS location data with the Police to help recover Your Car if it is stolen.

We will not use Your driving data as a 'speed camera' but We will use the data to help Us identify if another driver is making a false claim against You or if You are making a false claim.



## HOW IS YOUR DATA PROTECTED?

We, Your Broker, Our Appointed Claims Handler and the Telematics Provider will not release Your data to the Police or to any civil authorities without your consent, unless fraudulent activity is suspected or if required to do so by law or a court order. Please refer to 'Sharing Your Personal Data' on Page 40 which provides further information on how We will use Your Personal Information or read Our Privacy Statement on [www.haven.gi/privacystatement](http://www.haven.gi/privacystatement).

We take the security of Your personal data seriously and have implemented appropriate operational and technical measures to protect Your personal data. We take steps to ensure that our service providers implement similar measures that adhere to the same standards.

# 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](http://www.fscs.org.uk), by emailing [enquiries@fscs.org.uk](mailto: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](http://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 Broker to process and administer Your insurance. As part of Your Broker's 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.
- 3 Our Appointed Claims Handlers to manage claims under Your insurance.
- 4 Industry Regulators to monitor and enforce Our compliance with any applicable regulations.
- 5 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.
- 6 Third parties involved in a claim, including their insurer, solicitor, or representative.
- 7 The Compensation Recovery Unit, Department for Work and Pensions, and National Health Service in relation to a claim.
- 8 The Financial Ombudsman Service, if You make a complaint about the service We have provided.
- 9 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).

- 10** 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](http://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.
- 11** 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) and the Motor Insurers' Information Centre (MIIC). MID and the data stored on it may be used by certain statutory and / or authorised bodies including the Police, the DVLA, the DVLNI, Highways England, Anti-Fraud Organisations, the Insurance Fraud Bureau, any other third party who is authorised by the MIB or MIIC to have access for the purpose of checking motor insurance details of individuals for the detection and prevention of crime, 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](http://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](http://www.haven.gi/privacystatement), email [dataprotection@haven.gi](mailto: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](http://www.ico.org.uk)

### Gibraltar Regulatory Authority

2nd Floor Eurotowers 4  
1 Europort Road  
Gibraltar

[www.gra.gi](http://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 emailing [complaints@haven.gi](mailto:complaints@haven.gi).

If You want to make a complaint in writing regarding Your private car policy 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](http://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.

# Endorsements

Please refer to Your Policy Schedule for Endorsements applicable to Your policy.

## 100 DRIVING OTHER VEHICLES

The Policyholder is entitled to drive any other private car provided the car is not owned, hired, rented, or leased by the Policyholder. Cover is limited to third party legal liability only. This cover only applies if the owner of the car has given their express permission for the Policyholder to drive the car. The car must be insured by the owner and must be driven within the Territorial Limits only. Cover is limited to Social, Domestic and Pleasure use only. Commuting use is allowed if the Limitations as to use section of Your current Certificate of Motor Insurance allows Commuting. This cover is subject to the terms and conditions contained within the policy wording under section C – Claims by third parties.

## 101 WARRANTED VEHICLE SECURITY

Theft cover will be excluded if the declared alarm/immobiliser is not in use/activated.

## 102 WARRANTED TRACKER

You must fit a vehicle tracker to Your vehicle. This must be in full working order with relevant subscriptions. Theft cover will be excluded in the event this not in use/activated.

## 103 WINDSCREEN COVER

We will replace or repair damage to Your vehicle's windscreen or windows (excluding sunroofs, detachable hardtops and panoramic roofs), subject to a £115 Excess for replacement or £25 Excess for repair. A £50.00 limit to the value of any replacement or repair work applies should You wish Us to sub-contract the replacement or repair work to a sub-contractor of Your choice.

## 104 LIMITED MILEAGE

You have agreed that Your Car will not be driven more than a declared amount of miles as shown in the Statement of Fact in any one Period of Insurance. In the event the actual mileage used by Your Car is in excess of this amount, You are required to purchase top-up miles by contacting Your Broker. Should You exceed the mileage restriction and not purchase top-up miles, We reserve the right to cancel Your policy. The maximum mileage limit for any one Period of Insurance is 30,000 miles.

## 105 PROTECTED NCD

We agree that Your No Claims Discount will not be reduced at next renewal in the event of a single claim during any one Period of Insurance.

## 106 MODIFICATIONS

Costs of any modifications from the manufacturers original model are excluded in the event of Accident / Total Loss.

## 108 OVERNIGHT PARKING

If the vehicle on this insurance is damaged or stolen overnight and not kept in the declared locked building or compound, private driveway or carport Your claim will be declined.

## 109 ACCESSORIES

If Accessories (as defined in the Policy Booklet) are damaged or stolen from Your Car, subject to the Excess We will pay for their repair or replacement up to a maximum of £1,000 in total.

## 110 OUR RIGHT TO CANCEL

Haven Insurance reserve the right to cancel this policy where there is a valid reason for doing so. The reasons for cancellation include, but are not limited to:

- 1 If the policy information provided by You to Us is inaccurate or incomplete.
- 2 If the Telematics Tracking Device is damaged by You or anyone appointed by You in malicious or deliberate way, in an attempt to prevent the device from working or recording Your driving behaviour.
- 3 If Your driving behaviour is consistently poor.
- 4 If You default on Your instalment plan.

## 112 APPROVED REPAIRERS

At Your request, We can sub-contract the repair work that We are to carry out to a repairer of Your choice but an additional Excess of £200 will be applicable. This Excess is in addition to any other Excesses under Your policy.

## 113 COURIER

Subject to all the Terms and Conditions of this policy and the details on the Certificate of Insurance, cover includes use by the drivers named for the delivery of Goods and Parcels.

## 114 FOOD DELIVERY

Subject to all the Terms and Conditions of this policy and the details on the Certificate of Insurance, cover includes use by the drivers named for the delivery of Food.

## 119 TELEMATICS HARD FITTED DEVICE

This policy is set up with Telematics Hard Fitted Device.

It is a condition of this policy that You have the Telematics Tracking Device installed in Your Car and that it remains in use at all times. The policy will be cancelled with immediate effect if the Telematics Tracking Device is not installed within 10 days of the start date of the Period of Insurance. You are required to present Your Car at the time and location as agreed with the installers for the installation or de-installation of the Telematics Tracking Device. At the point of installation, You are required to sign a statement confirming that You have read and understood the terms and conditions for the Telematics Tracking Device.

Cancellation of appointment for installation or de-installation of the Telematics Tracking Device require a minimum of 24 hours' notice in order to avoid a late penalty fee as referred to in Your booking email from Our appointed network service. A missed appointment will result in a penalty fee. Upon installation, if Your Car is deemed as unroadworthy, unsafe or has any non-standard modifications which have not been previously declared to Us, Your policy will be cancelled.

If You cancel the policy, You should not attempt to remove the Telematics Tracking Device from Your Car yourself as it will have been integrated into Your Car. We will not be held responsible for any damage to Your Car caused by de-installation of the Telematics Tracking Device by You or anyone acting on Your behalf. If You change Your Car (more than two changes of vehicle in any one period of insurance will result in cancellation of the policy) and require a new Telematics Tracking Device to be installed, an installation fee will be charged. The policy will be cancelled if the Telematics Tracking Device is not installed within 10 days of commencement of cover for the new car.

### 120 PROVISIONAL LICENCE HOLDER

Whilst You hold a provisional driving licence, You must be accompanied at all times by an accompanying driver aged over 21 who holds and has held a full UK driving licence for a minimum of 3 years. The accompanying driver must sit in the front passenger seat of the insured car whilst supervising Your driving. "L" plates must be displayed in an obvious position on the front and rear of the insured vehicle as required by law.

### 121 TRAILER EXTENSION

Third Party Cover is extended to include a Trailer being towed within the limitation of the full policy terms.

### 125 ENHANCED COURTESY CAR - BUSINESS

The Courtesy Car provided is an ABI class S6 vehicle – i.e. Skoda Octavia, Toyota Avensis, Vauxhall Insignia, VW Passat or similar, based on availability. In the event that Your Car is rendered a total loss, or is stolen and not recovered and the incident occurs within the Territorial Limits, We will provide You with a Courtesy Car for Your use for a maximum period of 14 days only. If in the event that Your Car can be repaired following an accident We will provide You with a Courtesy Car for the duration of repairs only. The Courtesy Car which We will provide under this cover cannot be in a higher category (as defined by the Association of British Insurers GTA) than Your Car, regardless of if you have paid for the enhanced Courtesy Car cover.

### 126 ENHANCED COURTESY CAR - FAMILY

The Courtesy Car provided is an ABI class M3 - i.e. VW Sharan, Ford Galaxy, Seat Alhambra or similar, based on availability. In the event that Your Car is rendered a total loss, or is stolen and not recovered and the incident occurs within the Territorial Limits, We will provide You with a Courtesy Car for Your use for a maximum period of 14 days only. If in the event that Your Car can be repaired following an accident We will provide You with a Courtesy Car for the duration of repairs only. The Courtesy Car which We will provide under this cover cannot be in a higher category (as defined by the Association of British Insurers GTA) than Your Car, regardless of if you have paid for the enhanced Courtesy Car cover.

### 127 ENHANCED COURTESY CAR - EXECUTIVE

The Courtesy Car provided is an ABI class P4/F2 vehicle – i.e. Mercedes C Class, BMW 3 Series, Audi A4, Honda CRV, Mercedes GLA, VW Tiguan or similar, based on availability. In the event that Your Car is rendered a total loss, or is stolen and not recovered and the incident occurs within the Territorial Limits, We will provide You with a Courtesy Car for Your use for a maximum period of 14 days only. If in the event that Your Car can be repaired following an accident We will provide You with a Courtesy Car for the duration of repairs only. The Courtesy Car which We will provide under this cover cannot be in a higher category (as defined by the Association of British Insurers GTA) than Your Car, regardless of if you have paid for the enhanced Courtesy Car cover.

### 302 TELEMATICS SELF INSTALL DEVICE

This policy is set up with Telematics Self Install Device.

It is a condition of this policy that You install the Telematics Tracking Device in Your Car and that it remains in use at all times, and all drivers must have the Better Driver by Acorn App downloaded to their mobile device. You must have Your mobile device with You on all Journeys. The Telematics Tracking Device is sent to You by Royal Mail recorded delivery, and You must install it in Your Car within 48 hours of delivery receipt. The policy will be cancelled with immediate effect if the Telematics Tracking Device is not installed within 48 hours of delivery receipt.



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[www.haven.gi](http://www.haven.gi)

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

**HAVEN**  
INSURANCE