



F I R S T  
U N D E R W R I T I N G



# First Fleet Policy Wording

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# Welcome to First Underwriting Ltd

Thank You for choosing this motor insurance policy issued by First Underwriting Ltd.

You should have this policy booklet, a policy Schedule and a certificate of motor insurance. These documents provide evidence of a legally binding contract of insurance between You and Us. Please read all documentation carefully, including the terms, conditions and exceptions to ensure they meet Your needs. If they do not meet Your needs, please return them to Us or Your insurance broker immediately. If the insurance described does not give You everything You need, please tell Us immediately.

This insurance contract is based on the information provided by You or on Your behalf at the time You applied for this insurance and is shown in the statement of facts. Please tell Us at once if You have made any mistakes or if the information provided by You is not accurate or complete, otherwise this policy may not be valid.

**If you have an accident call our 24 hour Claims Helpline:  
0344 854 1157**

## **Law applicable to this contract**

Unless We agree otherwise:-

The language of this policy and all communications relating to it will be English;

This contract will be subject to English law and the decision of English courts.

## **Rights of Third Parties**

A person or company who was not party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

This clause does not affect any rights enforceable under the Third Parties (Rights against Insurers) Act 2010 or those rights that they have under road traffic law in any country in which this insurance applies.

## **Period of insurance and premium payment**

We have agreed to insure You against loss as described in this policy that may occur within the Territorial Limits of the policy during the Period of Insurance, provided that You have paid the premium shown in the Schedule. The cover We provide is subject to the terms, conditions and exceptions contained in this policy booklet or in any Endorsement applying to this policy.

When cancellation follows Your failure to pay the full premium, the amount of money to be returned to You will be calculated taking into account a pro rata refund of premium, relating to the number of days left to run under the policy. There will be no refund of premium allowable if there has been a loss or incident likely to give rise to a claim during the current Period of Insurance. We may at Our discretion reduce any claims payment by the amount of outstanding or overdue premiums that You owe Us.

## **Delegated authority**

First Underwriting Limited is an intermediary and not an insurer. First Underwriting Limited has not made any personal recommendation regarding the sale of this policy.

This policy is issued in accordance with the authorisation Accredited Insurance (Europe) Limited – UK Branch ('Accredited') have granted to First Underwriting Limited under the terms of a contract between First Underwriting Limited and Accredited. This contract makes First Underwriting Limited the Agent of Accredited and gives them the authority to perform certain acts on Accredited's behalf, but does not affect Your rights to claim or make a complaint.

## Regulation and signature

Accredited Insurance (Europe) Limited – UK Branch is licenced in accordance with the Insurance Business Act, 1988 (Chapter 403, Laws of Malta) to carry out insurance and reinsurance business.

First Underwriting Ltd act as an administrator on behalf of Accredited Insurance (Europe) Ltd - UK Branch.



Colin Johnson  
Director  
Accredited Insurance  
(Europe) Limited



Mark Bacon  
Managing Director  
First Underwriting Limited.

## Regulation:

Malta Financial Services  
Authority  
Notabile Road  
BKR3000  
Attard  
MALTA

Accredited Insurance (Europe) - Limited - UK Branch (UK Company Number: BR021362; FRN:608422) is the UK Branch of Accredited Insurance (Europe) Limited which is incorporated in Malta (Company number: C59505) with limited liability and with its Registered Office and principal place of business at Development House, St Anne Street, Floriana, FRN 9010 Malta. Accredited Insurance (Europe) Limited is licensed in accordance with the Insurance Business Act, 1998 (Chapter 403, Laws of Malta) to carry out insurance and reinsurance business, and together with its UK Branch, is subject to limited regulation by the UK's Financial Conduct Authority and the Prudential Regulation Authority.

First Underwriting Limited is registered in England & Wales, Company Number 07857938 and is Authorised and Regulated by the Financial Conduct Authority under Firms Registration Number (FRN) 624585.

# Reporting a Claim

## What to do when you have an accident

If You have an accident, it is important that You report the claim to Us immediately. If You are able and it is safe to do so, You should call Us from the scene of the accident.

To help Us validate the damage that has occurred and the other parties that are involved, please take the following steps:-

- Take photos of any damage to Your Vehicle and the third party vehicle(s) if it is safe to do so
- Take photos of the scene of the accident if it is safe to do so
- Obtain the name, address and phone number of the other party or parties involved
- Obtain the registration number and make and model of the other vehicle or vehicles involved
- Note the details of any injuries to anyone involved
- Note the number of passengers in the other vehicle
- Obtain the name, address and phone number of any witness(es) at the scene
- Obtain the name and number of any police officer that attends the accident

## How to contact us

Following an accident or to report any other loss under the policy You should call Our claims helpline on 0344 854 1157.

Our helpline is open twenty four (24) hours a day, three hundred and sixty five (365) days a year and is manned by experts who will help You through the claims process and get You back on the road as soon as possible.

If the Vehicle is not drive-able, We will arrange recovery from the roadside to one of Our Approved Repairers and then return it to You once the repairs are completed.

Whilst Your Vehicle is being repaired by one of Our repairers, We will arrange for a courtesy car to be provided to You.

If the loss is as a result of theft, attempted theft, vandalism or malicious damage, You should also notify the police and obtain a crime reference number.

# Important information

## Data Protection

First Underwriting Ltd is the data controller and processor in respect of Your personal data. This means that We decide how Your personal data is processed and for what purposes, and process Your personal data.

We comply with Our obligations under the GDPR by keeping personal data up to date, by storing and destroying it securely, by not collecting or retaining excessive amounts of data, by protecting personal data from loss, misuse, unauthorised access and disclosure and by ensuring that appropriate technical measures are in place to protect personal data.

## Use of Personal Information

We use personal information for the following purposes:-

- To assess Your request for insurance, provide a quotation and administer Your policy;
- To undertake the performance of a contract of insurance to which You are a party;
- To administer Your claims and third party claims;
- To prevent fraud and financial crime;
- statistical analysis and management information;
- audits, system integrity checking and risk management;
- To send marketing information about Our products and services if We have received specific consent.

There is no obligation to provide Us with personal information, but if You do not, We may not be able to provide products or services or administer claims.

## Profiling and Automated Decision Making

We may use automated decision making, which includes profiling in Our assessment of insurance risks and for the administration of policies. This is used to help Us decide whether to offer insurance, determine prices and validate claims.

## Collection of Personal Information

We collect the following types of personal information to allow Us to complete the activities described under 'use of personal information' above:-

- Individual details such as name, address, phone numbers, age, gender, marital status, dependents, employment status and job title;
- Financial details such as bank account or credit card information;
- Identification details such as driver licence number, passport number or national insurance number;
- Tracking, telematics, camera or video records if it is relevant to the insurance policy or the claim;
- Background insurance checks including previous policy information and claims history;
- Special categories of data including health, disability, motoring convictions and criminal convictions.

## Where we collect Personal Information From

We may collect information about You from the following sources:-

- You or Your family members;
- Your representatives;
- Information You have made public (such as via social media);
- Credit reference or fraud prevention agencies;
- Emergency services, law enforcement agencies, medical and legal practices;
- Insurance industry registers and databases used to detect and prevent insurance fraud, for example, the Motor Insurance Database (MID), the Motor Insurers Anti-Fraud and Theft Register (MIAFTR) and the Claims and Underwriting Exchange (CUE)
- In the event of a claim, insurance investigators, claims service providers, claimants or witnesses;
- Other service providers or provider services for Our products.

## **Sharing of Personal Information**

We may need to share Your personal information with other recipients which could include:-

- Approved service providers or suppliers or other group companies that provide support services;
- Fraud prevention or credit reference agencies or other agencies that carry out work on Our behalf such as the Motor Insurers Database (MID) or the Insurance Fraud Bureau (IFB);
- Other insurers, reinsurers, underwriters, regulators, law enforcement, Ombudsman Services or the Claims and Underwriting Exchange (CUE);
- Purchasers of the whole or part of Our business.

## **Retention of Personal Information**

We keep personal information only for as long as is necessary to administer the policy or manage Our business or as required for legal or regulatory purposes.

## **Use and Sharing of Special Categories of Personal Information**

Special categories of personal information under Data Protection Legislation include medical history, disabilities, motoring or criminal convictions. We may need to collect and process this information for the purposes of evaluating the risk and/or administering Your policy or a claim. You or any person covered under this policy must provide explicit verbal or written confirmation to such information being processed by Us.

We will only share this information in accordance with appropriate laws and regulations or where it is essential to administer the policy or when dealing with a claim.

## **Your Rights**

You have the right regarding any personal information that We hold to:-

- Restrict or object to Us processing it and We will agree to either stop processing or explain why We are not able to;
- Access the personal information We hold about You subject to certain restrictions;
- Ask Us to update any data that is incomplete or correct any inaccurate information;
- Ask Us to delete the information from Our records if it is no longer needed for the original purpose;
- Ask Us for an electronic copy so it can be used for Your own purposes;
- Ask Us to stop processing the information if the processing is based solely on individual consent;
- Find out about any automated decisions We make that affect Your insurance premiums.

If You have any questions about how We use personal information or if You wish to exercise any of Your rights or to complain if You feel that Your personal information has been mishandled, You can contact Our Data Protection Officer as follows:-

[dataprotection@firstuw.com](mailto:dataprotection@firstuw.com).

You also have the right to complain directly to the Information Commissioners Office (ICO) whose details can be found at [www.ico.org.uk](http://www.ico.org.uk).

## Motor Insurance Database

Information relating to the policy will be added to the Motor Insurance Database (MID) which is managed by the Motor Insurers' Bureau (MIB). MID and the data stored on it may be used by certain statutory or authorized bodies including the police, the DVLA, the DVANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

- electronic vehicle licensing;
- continuous insurance enforcement;
- law enforcement for the prevention, detection, apprehension and or prosecution of offenders;
- The provision of government services or other services aimed at reducing the level and incidence of uninsured driving.

If the Vehicle is involved in a road traffic accident (either in the United Kingdom, the EEA or certain other territories), insurers or the MIB (or both) 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 the correct details including registration numbers for all of Your vehicles. If incorrect details for any of Your vehicles are shown on the MID You are at risk of having the relevant vehicle seized by the police and may delay or cause Us not to pay a claim. You can check that correct registration number details for Your vehicles are shown on the MID at [www.askmid.com](http://www.askmid.com).

## Fraud prevention and detection

In order to prevent and detect fraud, We may at any time:

- share information about You with other organisations including law enforcement agencies and public bodies;
- conduct searches using publicly available databases;
- undertake credit searches;
- check and share Your details with fraud prevention and detection agencies.

If false or inaccurate information is provided and fraud is identified or We suspect fraud, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

We and other organisations, including those from other countries may also access and use this information to prevent fraud and money laundering for example when:

- checking details on applications for credit and credit related to other facilities;
- managing credit and credit related accounts or facilities;
- recovering debt and tracing beneficiaries;
- checking details on proposals and claims for all types of insurance;
- checking details of job applicants and employees.

You can contact Us if You want to receive details of the relevant databases, registers and fraud prevention agencies that We use.

## Claims history

When You tell Us about an incident or claim We may pass information relating to it to the Claims and Underwriting Exchange Register (CUE), run by Insurance Database Services Ltd (IDSL), Motor Insurance Anti-Fraud and Theft Register (MIAFTR), run by the Association of British Insurers (ABI) or another relevant database.

We and other insurers may search these databases when You apply for insurance, in the event of any incident or claim or at time of renewal to validate Your claims history or that of any other person or property likely to be involved in the policy or claim.

This helps to check information provided and prevent fraudulent claims.



# Our complaints procedure

## Our commitment to you

We strive to provide an excellent service to all Our customers but occasionally things can go wrong. We take all complaints seriously and endeavour to resolve all customers' problems promptly. If You have a question about this insurance or complaint about Your broker, You should contact Your broker.

If Your complaint is in relation to this insurance or a claim You should contact Us as follows:

Mark Bacon  
Managing Director  
First Underwriting Ltd  
The Gherkin  
30 St Mary Axe  
London EC3A 8BF

If We cannot resolve Your complaint straightaway, We will aim to resolve Your concerns as soon as possible and We will keep You informed of progress while Our enquiries are continuing.

## The Financial Ombudsman Service (FOS)

If We are unable to resolve Your complaint to Your satisfaction or if You remain dissatisfied following receipt of Our final response letter, You may be able to ask the FOS to formally review Your case. You must contact FOS within six (6) months of Our final response.

The FOS contact details are as follows:

Financial Ombudsman Service Exchange Tower, London E14 9SR

You can telephone for free on:

0800 023 4567 for people phoning from a "fixed line" (for example a landline at home) or

0300 123 9123 for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02

Or by e-mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

This is a free and impartial service and You are entitled to contact the FOS at any stage of Your complaint.

If You are unsure whether FOS will consider Your complaint or for more information please contact the ombudsman directly, or visit [www.financialombudsman.org.uk](http://www.financialombudsman.org.uk).

## Office of the Arbiter for Financial Services

You may also be able to refer Your complaint to:

Office of the Arbiter for Financial Services, 1st Floor St Calcedonius Square, Floriana FRN 1530 Malta, telephone (+356) 212 49245 if You are not satisfied with Our final response or We have not responded within fifteen (15) working days. You will have to pay EUR 25.00 at the time of making Your complaint to the Arbiter to use this service.

About the Office of the Arbiter for Financial Services

The Office of the Arbiter for Financial Services considers that a "complaint" refers to a statement of dissatisfaction addressed to an insurance undertaking by a person relating to the insurance contract or the service he/she has been provided with. The terms "person" does not specify that this is limited to individuals and therefore any policyholder, insured person, beneficiary and injured third party (irrespective of the country of residence or where the risk is situated) is eligible to make a complaint.

For more information on the Office of the Arbiter for Financial Services and its complaints process, please visit [www.financialarbiter.org.mt](http://www.financialarbiter.org.mt).

## The Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS) which means that You may be entitled to compensation if We are unable to meet Our obligations to You. Further information is available on [www.fscs.org.uk](http://www.fscs.org.uk) or by contacting the FSCS directly on 0800 678 1100.

# Cancellation

## 1 Your cancellation rights:

You may cancel the policy during the Period of Insurance in writing via the entity that effected this insurance on your behalf. You will be entitled to a refund of the premium paid calculated on a pro-rata basis. The amount of any premium to be refunded under this condition will be reduced by all unpaid premiums or unpaid premium instalments due.

## 2 Our cancellation rights:

In addition to Our rights set out in the following clauses:

- a) Your duty of fair presentation;
- b) Period of Insurance and premium payment;
- c) Fraud;

We may, if We have a valid reason, cancel this insurance at any time by sending You notice in writing to Your last known address. The notice will include the reason for the cancellation, which may include but are not limited to Your:

- a) continued failure to comply with the terms and conditions of this policy;
- b) failure to co-operate with Us or provide Us with information or documentation We reasonably require where such lack of cooperation affects:
  - i) Our ability to process a claim; or
  - ii) the defence of Our interests; or
  - iii) the making of risk based underwriting decisions.

In this case, the notice of cancellation will be withdrawn if You provide the details required in the letter within the notice period;

- c) use of threatening, abusive or intimidating behaviour or inappropriate language towards, or bullying of Our staff or anyone acting on Our behalf;

If We cancel this policy, We will return to You a proportionate return of the premium in respect of the unexpired Period of Insurance. The amount of premium refund payable will be reduced by all unpaid premiums or unpaid premium instalments due.

# Definitions

The definitions of key words which are used in this document are shown below.

Wherever the following words or phrases appear in Your policy, they will have the meaning given below unless stated otherwise: Also where the context requires:

- words in the singular will include the plural and vice versa; and
- words expressed in one gender shall include all genders; and
- references to 'a person' shall include any individual, company, partnership or any other legal entity;
- references to a statute, regulation or trade terms of contract will be construed to include all its amendments or replacements.

## Accessories

Motoring equipment (other than Audio and Visual Equipment) kept in or on Your Vehicle which has been specifically designed for use with Your Vehicle

## Approved Repairer or Supplier

A company approved by us for the repair of the Vehicle or windscreen or glass in the Vehicle.

## Audio and Visual Equipment

Media players, satellite navigation systems, communication equipment and telematics or camera systems permanently fitted to the Vehicle

## Certificate

The document, required by law to evidence the existence of the minimum compulsory insurance in accordance with Road Traffic Acts and which details whom may drive Your Vehicle and the purpose for which it may be used.

## Driver

Any person driving the Vehicle and entitled to do so by the terms of the Certificate.

## Endorsement

An additional clause that either alters the details shown in the Schedule or a term or terms contained in this policy

## Excess

The first part of any claim for which You are responsible, which shall be deducted from any amount payable under this policy.

## Hazardous Goods

As defined by; The Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009 ("CDG 2009") or any re-enactment of replacement of such regulations and any other legislation of similar intent if applicable.

## Insured

The person named in the Schedule as such.

## Licence

A licence to drive a vehicle of the same class as the Vehicle.

## Market Value

The cost of replacing the Vehicle with another Vehicle of the same make, model and specification and of a similar age, mileage and condition at the time of the accident or loss by reference to vehicle value websites and publications (including but not limited to 'Glasses Guide') and, where applicable, a suitably qualified independent motor engineer.

**Passenger**

Any person (other than the Driver) travelling in or on or getting into or out of the Vehicle or any Trailer or disabled mechanically propelled vehicle attached to the Vehicle.

**Period of Insurance**

The duration of the policy as shown in the Certificate and the Schedule

**Road**

Any place compulsory motor insurance legislation applies within the territorial limits of the policy.

**Schedule**

The document containing a summary of the insurance cover that applies

**Territorial Limits**

The United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man.

**Trailer**

Any trailer which is Your property or for which You are responsible. The trailer does not include a disabled mechanically propelled vehicle.

**Vehicle**

Any vehicle (excluding a steam driven vehicle) shown on the schedule or described in the current certificate of motor insurance and registered in Great Britain and Northern Ireland as follows:

- agricultural vehicle meaning any vehicle used solely for agricultural or forestry purposes;
- bus meaning a passenger carrying vehicle with 17 or more passenger seats;
- car meaning a private car, estate car or utility car with 8 seats or less;
- coach meaning a passenger carrying vehicle with 17 or more passenger seats;
- commercial vehicle meaning any motor vehicle other than an agricultural vehicle, bus, car, coach, minibus or motorcycle;
- minibus meaning a vehicle with between 9 and 16 passenger seats in addition to the Driver;
- motorcycle meaning any motorcycle, motorcycle and sidecar, scooter or moped.

**We or Us or Our**

Accredited Insurance (Europe) Ltd and where the context requires, First Underwriting Ltd.

**You or Your**

The person, people or the company shown in the Schedule as the Insured and anyone driving the vehicle as named on the Certificate.

## Cover provided

The extent of cover applicable under the policy is as stated in the Schedule or any relevant Endorsement and determines the extent of cover that applies.

The table below summarises the sections available with each cover choice.

Section Name	Comprehensive	Third Party Fire & Theft	Third Party Only	Accidental Damage Fire & Theft *
<b>Section 1 – Liability to Third Parties</b>	Yes	Yes	Yes	No
<b>Section 2 – Damage to or loss of vehicle</b>	Yes	Yes	No	Yes
<b>Accidental Damage</b>	Yes	No	No	Yes
<b>Windscreen</b>	Yes	No	No	Yes
<b>Malicious Damage</b>	Yes	No	No	Yes
<b>Flood</b>	Yes	No	No	Yes
<b>Fire</b>	Yes	Yes	No	Yes
<b>Theft</b>	Yes	Yes	No	Yes
<b>Vandalism</b>	Yes	No	No	Yes
<b>Section 3 – Trailers and attachments</b>	Yes	Yes	Yes	No
<b>Section 4 – Loss of Keys</b>	Yes	Yes	No	No
<b>Section 5 – Personal Effects</b>	Yes	No	No	No
<b>Section 6 – Medical Expenses</b>	Yes	No	No	No
<b>Section 7 – Personal Accident</b>	Yes	No	No	No
<b>Section 8 – Territorial Limits</b>	Yes	Yes	Yes	No
<b>Section 9 – Unauthorised Use</b>	Yes	No	No	No
<b>Section 10 – Unlicenced Drivers</b>	Yes	Yes	Yes	No

All other sections of the policy apply to all cover options

\* You can only have this cover if the Vehicle is declared SORN with the DVLA and is not being used.

# Section 1 – Liability to third parties

## Third Party Liability

We will cover You for Your legal liability for:

- the death of or bodily injury to any person; or
- damage to property of others

arising out of an accident caused by, or in connection with the Vehicle or the loading or unloading of the Vehicle.

For any claim involving damage to property, the most We will pay for any one claim or series of claims arising out of one incident is as follows:-

£20,000,000 in respect of a car; or

£10,000,000 in respect of all other vehicle types; or

£1,250,000 in respect of any vehicle carrying Hazardous Goods.

For any claim involving claimants' costs, the most We will pay for any one claim or series of claims arising out of one incident is £5,000,000.

## Cover to Other Persons

We will also cover any persons shown below as insured under this insurance:-

- any person You allow to drive or use the Vehicle which is covered by the current Certificate and who has not been excluded by Endorsement or condition provided that:
  - a) they have Your permission;
  - b) they comply with the terms of this insurance;
  - c) they are not using Your car for their employment or any business use unless agreed by Us & shown in Your certificate of insurance;
- any Passenger who You ask Us to cover that causes any accident while travelling in or getting into or out of the Vehicle.

## Indemnity to Personal Representatives

Following the death of any person entitled to cover, We will, in respect of the liability incurred, cover such person's legal personal representatives in the terms of this section.

## Emergency Treatment

We will cover You in respect of liability for emergency treatment fees as defined by the Road Traffic Act (1988) after an accident involving any vehicle covered by this insurance.

## Joint Liability

If more than one company or individual is named as the Insured in the Schedule the insurance granted shall apply jointly and severally to all such companies and individuals.

Provided always that the total limit of liability under this policy in respect of any one accident or series of accidents arising out of one event shall not exceed the limit of indemnity specified in the policy.

## Indemnity to Principals

We will cover the principal at your request as far as is necessary to meet the requirements of any agreement or contract entered into by You for the performance of work. Provided that:

- in so far as they can, the principal complies with the terms and conditions of this insurance;
- control of all claims for which We may be liable to be vested in Us

## Legal Costs

In respect of any event which may be the subject of indemnity under this section We will also pay up to £1,000,000 for:

- solicitor's fees for representation at any court of summary jurisdiction or at any Coroner's Inquest or Fatal Inquiry;
- the cost of legal services arranged by Us for defending a charge of manslaughter, causing death by dangerous driving or causing death by careless driving when under influence of drink or drugs (or any equivalent local charge in a country specified in Section 8 of this document);
- all other costs and expenses incurred with Our written consent;
- the cost of any defending any prosecution brought under The Corporate Manslaughter and Corporate Homicide Act 2007, Health & Safety at Work Act 1984 or Health & Safety at Work (Northern Ireland) Order 1978.

If We agree to pay these costs under this policy, the choice and appointment of legal representation and the extent of any assistance that We provide will be entirely at Our discretion. There will be no agreement to pay these costs unless We have confirmed this to You in writing.

## Application of Limits of cover

In the event of any accident involving cover for more than one person insured under this section, any limitation by the terms of this policy or any endorsements relating to the maximum amount payable shall apply to the aggregate amount of payments on behalf of all such persons covered and Your liability shall be settled in priority.

## Exceptions to Section 1

We will not be liable:

- 1** to cover any person other than You if that person is entitled to cover under any other insurance.
- 2** for:
  - a) damage to or loss of property belonging to or in the custody or control of the Insured;
  - b) damage to premises (or to the fixtures and fittings therein) which are not Your property but are occupied by You under a leasing or rental agreement if such damage is also covered by any other insurance;
  - c) damage to anything which either is being carried in or on Your Vehicle, or is being carried in or on any trailer or other vehicle which is being towed by or attached to Your Vehicle;
  - d) damage to or loss of the Vehicle or Trailer.
- 3** for death of or bodily injury to any person arising out of, or in the course of, that person's employment by the person claiming indemnity under this section if insurance cover in respect of liability for such death or bodily injury is in fact provided pursuant to a requirement of any compulsory Employers' Liability legislation within the territorial limits.
- 4** for death of or bodily injury to any person or loss or damage to property arising while a commercial vehicle or plant forming part of or attached to such vehicle is working as a tool of trade. Provided that this exception does not apply to any:
  - goods carrying commercial vehicle, when the vehicle is operating solely for the provision of power of the self-loading machinery, is immobilised and has all safety features properly engaged and there is no other policy in force that covers the same liability;
  - forklift truck, agricultural tractor, self-propelled agricultural or forestry machine or any trailer

attached to such vehicle.

- 5** for death of or bodily injury to any person or loss or damage to property caused by any vehicle bearing a Trade Plate arising beyond the limits of a Road except when during the course of the journey it is temporarily garaged elsewhere than in or on any premises which You own or occupy.
- 6** for death of or bodily injury to any person or damage to property caused or arising beyond the limits of any carriageway or thoroughfare in connection with:
  - a) the bringing of the load to any commercial vehicle for loading onto;
  - b) the taking away of the load from any commercial vehicle after unloading there from by any person other than the Driver or attendant of such vehicle.
- 7** for death of or bodily injury to any person or loss or damage to property directly or indirectly caused by pollution or contamination unless caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the Period of Insurance.
- 8** for any legal liability directly or indirectly caused by or contributed to, by, or arising from the Vehicle whilst in or on that part of any aerodrome, airfield, airport or military installation which is used for:
  - a) the takeoff or landing of aircraft and aerial devices or for the movement of aircraft and aerial devices on the ground;
  - b) aircraft parking including any associated service roads, refueling areas, ground equipment parking areas, aprons, maintenance areas and hangars.
- 9** for the death of or bodily injury to any person driving Your Vehicle or in charge of it for the purpose of driving it;
- 10** for fines, penalties, punitive or exemplary damages awarded intended to punish Your wrongdoing;
- 11** for death, bodily injury or damage to property where Your Vehicle is towing more trailers than permitted by law.

Exceptions 4, 7 and 8 to Section 1 shall not apply in circumstances where it is necessary to meet the requirements of any compulsory motor insurance legislation operative within the territorial limits.



## Section 2 – Damage to or loss of your vehicle

### The Cover

We will cover You for damage to or loss of the Vehicle and Accessories caused by accidental or malicious damage, vandalism, damage from flood, fire, lightning, explosion, self-ignition, theft or attempted theft.

This cover shall not exceed the Market Value of the Vehicle (including its Accessories and spare parts) immediately before such damage or loss and in respect of any vehicle bearing a Trade Plate indemnity shall be limited to the amount shown in the Schedule or the Market Value of the Vehicle immediately before such damage or loss, whichever is the less.

This cover shall be limited to £1,000,000 whilst any vehicle is in or on that part of any aerodrome, airfield, airport or military installation which is used for:

- a) the takeoff or landing of aircraft and aerial devices or for the movement of aircraft and aerial devices on the ground;
- b) aircraft parking including any associated service roads, refueling areas, ground equipment parking areas, aprons, maintenance areas and hangars.

If any payment is made under this sub-section on the basis of actual or constructive total loss of the Vehicle, then We shall become entitled to possession and ownership of the Vehicle or its remains.

### Audio and Visual Equipment

We will also cover You for damage as covered by this section to Audio and Visual Equipment permanently fitted to Your Vehicle however, We will not provide cover for more than seven hundred and fifty pounds (£750) for any audio and visual equipment that was not factory fitted.

### Excess

Where an Excess is shown on the Schedule, You will be required to pay that amount in respect of any loss or damage under Section 2.

If more than one Vehicle is involved in the same incident, the Excess shown on the schedule will apply to each Vehicle separately.

### Windscreen Damage

We will cover You for damage (less any Excess that is shown on the Schedule) to windscreens, windows and sunroofs in the Vehicle and for any damage to bodywork which has been scratched by broken glass from the windscreen, windows and sunroofs.

The Excess shown in the Schedule will only apply in respect of replacement glass.

### New for Old

If Your Vehicle, being a car or a commercial vehicle with a gross weight of less than 7.5 Tons, is within one year of first registration:

- damaged to the extent that the costs of repairs would exceed 50% of the manufacturer's recommended retail price plus taxes; or
- Stolen and not recovered

We will replace it with a new Vehicle of a similar make, model and specification, provided that:

- You request it and any other interested party known to us consents; and
- it is owned by You; and
- You are the first and only registered keeper of the Vehicle; and
- It is not subject to a finance agreement other than a hire purchase agreement; and
- such a replacement is available within the United Kingdom.

In such an event We will become entitled to possession and ownership of the replaced Vehicle or its remains.

## Hire Purchase and Leasing Agreements

If to our knowledge the Vehicle is the subject of a hire purchase, leasing or contract hire agreement any payment for damage to or loss of the Vehicle which is not made good by repair, reinstatement or replacement may, at Our discretion, be made to the owner whose receipt shall be of full discharge of Our liability.

## Recovery and Re-delivery

Following any claim covered by this Section We will pay the reasonable cost of removing the Vehicle from the place where damage occurred to the premises of the nearest competent repairer and delivering the Vehicle back to You in the United Kingdom after repair.

## Exceptions to Section 2

We shall not be liable to pay for:

- 1** wear, tear, gradual deterioration, rust, oxidisation, fading or tarnishing or depreciation.
- 2** loss of use and other indirect losses which result from the incident that caused You to claim including but not limited to the financial consequence of You not being able to use Your Vehicle.
- 3** loss of fuel.
- 4** loss resulting from repossessing the Vehicle and returning it to its rightful owner.
- 5** loss or damage due to confiscation, requisition or destruction by or under the order of any government, public or local authority.
- 6** breakage, failure or breakdown of mechanical, electrical, electronic or computer equipment.
- 7** damage to tyres caused by braking or by cuts, punctures or bursts.
- 8** damage to or loss of the Vehicle caused directly by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speeds.
- 9** any diminution in the value of the Vehicle as a result of any event giving rise to a claim under this section.
- 10** damage or loss to the Vehicle or its contents arising from theft or attempted theft where
  - a) all locks have not been engaged; or
  - b) any windows have been left open; or
  - c) the immobiliser is either not working or not been activated; or
  - d) the keys have been left in or on Your Vehicle.
- 11** loss or damage to:
  - a) money, credit or debit cards, tickets, jewellery, audio and video equipment and media that is not fitted to the Vehicle, documents and securities, mobile phones, computers and tablets;
  - b) tools, trade goods or samples.

## Section 3 – Trailers/attachments

### Unspecified Trailers

The cover applicable to the Vehicle also applies to any Trailer attached to the Vehicle.

Section 1 will also apply to a Trailer detached from the Vehicle (but not attached to another vehicle) and being used by You but only to the extent necessary to meet the requirements of any compulsory motor insurance legislation operative within the Territorial Limits.

### Specified Trailers

The cover as specified in the Schedule applies to a Trailer declared to us as if it were a vehicle whilst attached to or detached from the Vehicle (but not attached to any other vehicle).

### Disabled Mechanically Propelled Vehicles

Section 1 applies to any disabled mechanically propelled vehicle whilst attached to the Vehicle.

### Exceptions to Section 3

We shall not be liable to make any payment:

- 1 if any Trailer or disabled mechanically propelled vehicle is being towed otherwise than in accordance with the law;
- 2 if the disabled mechanically propelled vehicle is being towed for reward;
- 3 for damage to or loss of property being carried in or on any Trailer or disabled mechanically propelled vehicle;
- 4 for damage to or loss of the disabled mechanically propelled vehicle.
- 5 Any loss, damage or liability excluded under Sections 1 and 2.

## Section 4 – Loss of keys

We will pay up to one thousand pounds (£1,000) if the keys or lock transmitter for the Vehicle are lost, or stolen by forcible and violent means or robbery or attempted robbery in respect of any one occurrence for each Vehicle to replace:

- 1 the door locks and/or boot lock;
- 2 the ignition/steering lock;
- 3 the lock transmitter and/or central locking interface.

Provided that We shall not be liable for the cost of replacing any alarms or other security devices fitted to the Vehicle.

You will not have to pay an Excess for any claim under this Section.

## Section 5 – Territorial limits

This policy applies in respect of accidents occurring:

- 1 in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands;
- 2 in any other member country of the European Union, Andorra, Iceland, Norway, Serbia and Switzerland (including Liechtenstein);
- 3 in any other countries not shown in 1 and 2 above where You have requested and We have agreed to provide cover whether or not for an additional premium;
- 4 during transit (including the process of loading and unloading) between ports in countries where You have cover by a recognised sea route not normally exceeding 65 hours between ports in these areas.

### Customs Duty

Provided that liability arises directly from damage to or loss covered by this policy We will cover You against liability for the enforced payment of customs duty.

### Other Charges

We will cover You against General Average Contribution and Salvage and Sue and Labour charges incurred during the transportation of the Vehicle by sea.

Provided always that:

- such Vehicle is covered against damage or loss by this policy;
- the contribution relates to the value of such Vehicle.

## Section 6 – Unlicensed drivers

The requirement of the certificate that the Driver must hold a Licence or have held and not been disqualified from holding or obtaining a Licence shall not apply in circumstances where a Licence to drive is not required by law.

Provided always that:

- the terms of the certificate shall otherwise apply;
- the person driving is doing so on Your order or with Your permission; and
- in respect of a Vehicle other than any agricultural tractor or self-propelled agricultural or forestry machine the person driving is of an age to hold a Licence to drive the Vehicle on the road.

## Section 7 – General Exclusions

**These exclusions apply to all sections in addition to any specific exclusion contained in the sections of insurance**

We shall not be liable for any liability, loss or damage under this policy:

- 1** while the Vehicle is:
  - a) with Your general consent being used for any purpose not permitted by the Certificate;
  - b) being driven by any person not authorised by the Certificate or who is excluded by Endorsement;
  - c) being driven by You or any person with Your permission and You or that person:
    - I. does not hold a licence to drive Your Vehicle for the use required or has had the licence to drive Your Vehicle revoked;
    - II. has held but is currently disqualified from holding or obtaining such a licence;
    - III. does not fully comply with the conditions of their licence;
    - IV. holds, or last held a provisional licence, unless You or that person is accompanied by a full licence holder aged twenty one (21) years or over and the accompanying full licence holder has held a full driving licence for at least three (3) years and You have requested and We have agreed to provide cover.
  - d) being used on any race track or race circuit (including the Nürburgring);
  - e) being used for racing, pace-making, speed testing or reliability testing;
  - f) carrying more Passengers than the maximum seating capacity allows as prescribed by the Vehicle manufacturer;
  - g) carrying any load which exceeds the plated weight limit of the Vehicle or maximum carrying capacity as set by the Vehicle manufacturer.
- 2** that You have accepted by virtue of any agreement or contract unless You would have had that liability anyway.
- 3** for any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
- 4** arising from, during or in consequence of:
  - a) earthquake or earthquake shock;
  - b) any acts of terrorism as defined by the Terrorism Act 2010;
  - c) riot or civil commotion occurring in Northern Ireland, or elsewhere than in Great Britain, the Isle of Man, the Channel Islands or any other member country of the European Union;
  - d) ionising radiation from or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the burning nuclear fuel;
  - e) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, nuclear reactor or other explosive nuclear assembly or nuclear component of that equipment;
  - f) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
  - g) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter except that this exclusion f) will not apply to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other peaceful purposes.

- 5** arising out of the negligence of the owner or the servants or agent of such owner of a Vehicle leased to You.
- 6** that is also covered by any other insurance.
- 7** that occurs outside of the United Kingdom other than where We have agreed to provide cover in accordance with Section 8.
- 8** caused by a deliberate act or omission to act by anyone covered under this policy.

## Section 8 – General Conditions

- 1 Your premium is based upon the information that You have provided to Us prior to the commencement of the Period of Insurance. If any information that You have provided to Us has changed or is inaccurate, then You must tell Us immediately or this could lead to Your claim being denied or Your insurance being invalid.
- 2 You must tell Us immediately if there is any change in Your circumstances or to the information previously disclosed by You to Us. If You do not tell Us of any changes, it may affect Your ability to claim under the policy. We will be entitled to vary the premium and terms for the rest of the Period of Insurance upon notification of any such change. Examples of changes that You must tell Us about include:-
  - A permanent or temporary change to the Vehicle(s) covered in accordance with the declaration basis shown on Your Schedule;
  - Any changes to the Vehicle that make the Vehicle different from the manufacturers specification;
  - Any change to the basis of driving required under the policy;
  - A change to Your business or trade;
  - A change of Your address or a change to where You keep the Vehicle;
  - If You or anyone entitled to drive receives a non motoring conviction or a motoring conviction(s) resulting in 9 or more penalty points or a driving disqualification. This includes any pending prosecutions;
  - If You or anyone entitled to drive suffers a physical or medical condition that must be notified to the DVLA.
  - If there are any other changes not included above which You are unsure about whether to advise Us of, You should speak to Your broker.
- 3 Whenever You provide information to Us or make changes to this policy (at inception, renewal or mid-term) You must disclose to Us all material facts in a clear and accessible manner and take reasonable care not to make a misrepresentation of those facts.

If You do not comply with this clause and any non-disclosure or misrepresentation of the facts by You is proven by Us to be deliberate or reckless, We will void this policy, which means that We will treat it as if it had never existed and refuse all claims. We will not return the premium paid by You.

If You do not comply with this clause and the non- disclosure or misrepresentation of the facts is not deliberate or reckless this policy may be affected in one or more of the following ways depending on what We would have done if We had known about the facts which You failed to disclose or misrepresented:

- a) If We would not have provided You with any cover We will have the option to void the policy which means that We will treat it as if it had never existed and repay the premium paid, and recover from You any amount We have already paid for any claims including costs or expenses We have incurred;
- b) If We would have applied different terms to the cover We will have the option to treat this policy as if those different terms apply and/or reduce proportionately the amount paid or payable on any claim, with Our proportion of the liability being calculated by comparing the amount of premium paid as a percentage of the premium You would have paid had You made a fair presentation.

- 4** If You or anyone acting on Your behalf makes a false, fraudulent or exaggerated claim under this policy, makes a false statement or submits false, forged or stolen documents in respect of a claim or suppresses or omits to provide information that would enable Us to refuse to pay a claim, We will be entitled to refuse to pay the whole of the claim and recover any sums that We have already paid in respect of the claim.

As a result of the actions above, We will also treat this policy as having terminated with effect from the date of any of the acts or omissions.

If We terminate this policy under this condition You will have no cover under this policy from the date of termination and not be entitled to any refund of premium.

- 5** If You do not comply with any part of any condition which makes payment of a claim conditional upon compliance with it and such compliance would tend to reduce
- a) losses of a particular kind;
  - b) loss at a particular location;
  - c) losses of a particular time;
  - d) We will not pay for any claim unless You can show that non-compliance with the condition could not have increased the risk of the loss that actually occurred in the circumstances that occurred.
- 6** You must supply the details We need of any Vehicles covered by this insurance for the purposes of the Motor Insurance Database (MID).
- 7** We shall not provide cover nor be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us or any member of Our group to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any country.
- 8** You shall at all times maintain the Vehicle in an efficient and roadworthy condition and take all reasonable steps to safeguard the Vehicle from loss or damage. Where required by law, the Vehicle must have a current Department for Transport test certificate (called an MOT or annual test depending on the vehicle type).
- 9** Your policy includes cover for Vehicle sharing. If You are giving Passengers a lift in Your Vehicle, You may accept payment for this and it will not be regarded as carrying Passengers for hire and reward, provided that:-
- a) The Vehicle cannot carry more than eight (8) people including the Driver;
  - b) You are not carrying Passengers as part of Your business of carrying Passengers;
  - c) You do not make a profit from the payments that You receive.



## Section 9 – Claims Conditions

**PLEASE ALSO REFER TO THE 'HOW TO REPORT A CLAIM' PROVISIONS AT THE BEGINNING OF THIS POLICY.**

- 1** You must report to Us details of any event which might result in a claim under this policy and all subsequent developments as soon as possible.
- 2** If Your claim is due to theft, riot, attempted theft or vandalism You must also inform the Police and obtain a crime reference number
- 3** Regarding claims for damage to Your Vehicle:
  - a) You must tell Us about any damage You are going to claim for;
  - b) repairs are normally undertaken by Our Approved Repairer. If You choose not to use Our Approved Repairer:
    - i) You must obtain a written estimate for repair from Your repairer before instructing the repairer;
    - ii) We will authorise repairs by Your repairer only if We consider the estimate for repairs reasonable;
    - iii) If We believe the estimate is unreasonable We may at our sole option, settle the claim for repairs to Your Vehicle by paying the amount quoted by our Approved Repairer less the applicable Excess.
- 4** Notice of any prosecution inquest or fatal inquiry and every letter, claim, writ or summons must be sent to Us on receipt.
- 5** You must not, except with Our written consent, make any admission of liability, offer, repudiation or promise of payment on Your behalf or any person claiming indemnity under this policy.
- 6** We shall be entitled to take over and conduct in Your name or that of any person entitled to indemnity under this policy the defence or settlement of any claim or to prosecute any claim in the name of such person. We or a solicitor appointed by Us shall have full discretion in the conduct of any proceedings and in the settlement of any claim and shall be given all such information and assistance as they may require.
- 7** If We admit liability for a claim but there is a dispute as to the amount to be paid the dispute will be referred to an arbitrator. The arbitrator will be appointed jointly by You and Us in accordance with the law at the time. The arbitrator must have reached a decision over the dispute before You may take any legal action against us.
- 8** In connection with any one claim or series of claims arising out of any one event in respect of property damage We may at any time pay to You the amount of the indemnity provided by this policy (after deduction of any sum already paid as compensation) or any less amount for which such claim(s) may be settled. From the date such payment is made We shall relinquish control of the negotiations and legal proceedings in connection with such claim(s) and We shall be under no further liability in connection with such claim(s) other than for costs and expenses incurred with Our written consent prior to the date of such payment.
- 9** If, under the law of any country which this insurance covers You in, We must settle a claim which We would not have otherwise paid, We reserve the right to recover this amount from You or the person who made the claim.
- 10** You must provide Us with relevant information, documentation and permission to access Your driving record with DVLA if we ask You to do so.
- 11** If We have a legal responsibility to settle a claim under the Road Traffic Acts (1988) for a claim where We have refused cover because You have failed to provide information or have provided incorrect information, We can settle the claim or judgement without affecting Our position under this policy. We reserve the right to recover any payments made from You.