



**HAVEN**  
INSURANCE

# LEARNER DRIVER

## SHORT TERM PRIVATE CAR

### INSURANCE POLICY

Your policy explained

Version 1.0

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# IMPORTANT – LEARNER DRIVER

## **THIS POLICY IS ONLY DESIGNED TO PROVIDE COVER WHILST YOU ARE RECEIVING DRIVING TUITION**

- YOU MUST NOTIFY US OR YOUR AGENT IMMEDIATELY WHEN YOU PASS YOUR DRIVING TEST.
- YOUR FAILURE TO INFORM US OR YOUR AGENT WHEN YOU PASS YOUR DRIVING TEST WILL MEAN THAT COVER IS NOT VALID AND YOU RISK PROSECUTION FOR DRIVING WITHOUT INSURANCE.
- YOU MUST BE ACCOMPANIED AT ALL TIMES BY AN ACCOMPANYING DRIVER AGED BETWEEN 30 AND 69 WHO HOLDS AND HAS HELD A FULL UK DRIVING LICENCE FOR A MINIMUM OF 5 YEARS OR IS A CURRENT QUALIFIED DRIVING STANDARDS AGENCY EXAMINER OR CURRENT REGISTERED QUALIFIED APPROVED DRIVING INSTRUCTOR (ADI). THE ACCOMPANYING DRIVER MUST SIT IN THE FRONT PASSENGER SEAT OF THE INSURED CAR WHILST SUPERVISING YOUR DRIVING.
- IF YOU ARE NOT THE REGISTERED KEEPER/OWNER OF THE VEHICLE, THIS POLICY ONLY PROVIDES COVER WHILST YOU ARE UNDERGOING DRIVING TUITION. THE REGISTERED KEEPER/VEHICLE OWNER MUST THEREFORE HAVE ARRANGED A SUITABLE INSURANCE POLICY ELSEWHERE TO ENSURE IT IS COVERED IN CIRCUMSTANCES BEYOND THE SCOPE OF THIS LEARNER DRIVER POLICY IN ORDER TO AVOID ANY CONTRAVENTION OF THE ROAD TRAFFIC ACT AND ANY RESULTING PROSECUTIONS.

**'L' PLATES MUST BE DISPLAYED IN A CONSPICUOUS POSITION ON THE FRONT AND REAR OF THE VEHICLE ON THE INSURED VEHICLE AT ALL TIMES AND AS REQUIRED BY LAW**

# WHAT TO DO IN THE EVENT OF AN ACCIDENT

## IF YOU ARE INVOLVED IN AN ACCIDENT YOU MUST ALWAYS:-

1. Get into a safe position before you start exchanging details, i.e. away from the risk of other traffic.
2. Never admit liability at the scene of the accident.
3. Exchange names, addresses and phone numbers with everyone involved.
4. Exchange registration numbers & make/model of vehicle.
5. Take pictures of the vehicles, the registration number of the vehicles and any passengers.
6. If safe to do so also try to take pictures of the accident scene.
7. If there are any witnesses get their names, mobile number and their address.
8. If any party is injured, notify the police at the scene of the accident

**Once you have the above information you need to phone us within 24 hours on: 0845 092 0700 OR Text "CLAIM" to 83118**

**WE WILL DO THE REST!** (Store this information on your mobile phone)

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!

# Sections of this contract which apply to you

Type of cover (see Schedule)	Sections that apply
Comprehensive	All sections. But: See the Endorsements Section of Your Schedule.
Third party fire and theft	A, B1 B3 applies but only for loss or damage caused by fire, lightning, explosion, theft or attempted theft. B4 applies but only for loss or damage caused by fire, lightning, explosion, theft or attempted theft. C D1 applies only to medical expenses of third parties, not the person driving the Insured Car. E Sections 1 and 2
Third party only	A, C D1 applies only to medical expenses of third parties E Sections 1 and 2

# Definitions

## A1 PREAMBLE

This insurance contract is a legally binding document between You and Haven Insurance Company Limited. In return for Your premium, Haven 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.

## A2 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.

## A3 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

Permanently fitted audio equipment (CD, radio or cassette playing equipment).

### Accompanying Driver

A person aged 30 to 69 who holds and has held a full UK Driving Licence for a minimum of 5 years or is a current qualified Driving Standards Agency Examiner or a current registered qualified Approved Driving Instructor (ADI) who is in the Insured Car with You and is supervising You whilst You are learning to drive.

### Approved repairer

A facility subcontracted by us for the repair of the Insured Car.

### Beyond Economic Repair

The Insured Car will be considered to be Beyond Economic Repair if the repair cost of the Insured Car is more than the lower of (1) the Market Value of the Insured Car immediately before the loss or (2) its value shown in the Schedule.

### Certificate of Motor Insurance

Document providing legal evidence of Your insurance.

### “Cooling-Off” Period

14 days from the date cover commences or the date You receive the Certificate of Motor Insurance, whichever is later. If policy duration is 30 days or less No cooling off period applies and therefore no refund of premium will be provided.

### 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, which includes any young or Inexperienced Driver Excess, any Specified Driver Excess, any Late Reporting Excess, any additional excess applicable for not using an approved repairer.

**Insured car**

The Car identified in Your Policy Schedule. The Insured Car is the subject matter of this contract of insurance.

**Late Reporting Excess**

The amount shown in the Schedule which You or any person insured has to pay towards a claim if loss or damage occurs or liability arises and You do not notify Us in accordance with the claims notification provisions set out in Section 1: General Conditions Sub-Section 2 but We agree to provide cover in any event.

**Limit(s) of Coverage**

The maximum sums shown in the Schedule in respect of applicable sections of the policy.

**Market Value**

The value of the Insured Car at the date of loss according to the Glass's Guide mid-book value plus the value of Accessories up to a maximum of £350 (irrespective of any Accessories Endorsement).

Vehicle condition, mileage and use will also be taken into consideration when assessing the Market Value of the Insured Car. If no Glass's Guide value exists, We will use market research, the open market and various other available publications to assist in sourcing a Market Value. This would be done as a matter of course and prior to any need for an independent engineer or assessor valuation. You and We will be bound by that valuation.

**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

**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 and the Channel Islands.

**Schedule**

The document which gives details of Your cover.

**Specified Driver**

A driver identified in the Schedule as a Specified Driver.

**Specified Driver Excess**

The amount or amounts shown in the Schedule which You or any person insured have to pay towards any claim if loss or damage occurs or liability arises when the Insured Car is in the custody or control of a Specified Driver.

**Supervised Driver**

A driver identified in the Schedule as a Supervised Driver.

**Territorial Limits**

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

**Terrorism**

An activity involving a violent or life-threatening act by an individual or organisation with the intention of coercing, intimidating or influencing either an individual person, the civilian population or the government of any country or an act deemed by any law enforcement body to be an act of Terrorism.

**We or Us or Our**

Haven Insurance Company Limited.

**You or Your**

The policyholder or policyholders named in the Schedule.

**Your Agent**

Your broker or other intermediary through whom You take out this insurance named in the Schedule.



# Loss of or damage to the Insured Car

## **B1 LOSS OF OR DAMAGE TO THE INSURED CAR CAUSED BY FIRE OR THEFT**

### **What is covered?**

We will cover You in respect of loss of or damage to the Insured 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 THE INSURED 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 the Insured 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 the Insured Car is damaged, at Our option We may:
  - 1.1 Repair the damage to the Insured Car; or
  - 1.2 Settle the claim by a monetary payment; or
  - 1.3 Replace the Insured Car.

- 2 We will reduce any settlement to take into account wear, tear and loss of value when We settle claims.
- 3 We will only make a payment under sections B1 and B2 if:
  - (a) the Excess has been paid; or
  - (b) We reduce the amount of the payment by the amount of the Excess.
- 4 If the Insured Car cannot be driven as a result of damage insured by this insurance, We will pay the reasonable cost (where necessary) of moving it to the nearest competent repairer and returning it after repair to Your address as set out in the Schedule. We will not pay any costs arising from damage caused when moving the Insured Car from or to Your address and/or to the repairer.
- 5 If the Insured Car cannot be made roadworthy immediately it will be taken to our nearest approved repairer. The Insured Car can be taken to a repairer of your choice if this is nearer, but this may lead to delays in arranging the repairs to the Insured Car. An additional excess will apply in addition to any other excesses under this policy if the repairer chosen is not one of our approved repairers.

If We consider the Insured Car is Beyond Economical Repair as a result of an accident or incident covered by this insurance, subject to Clause 7 below We will

pay the registered owner of the Insured Car its Market Value up to the value shown in the Schedule and subject to the Limit of Coverage after deducting the Excess. You should be aware that We are entitled to pay the value of the Insured Car in the Schedule (subject to the Limit of Coverage after deducting the applicable Excess(es)) in full and final settlement of Your claim for damage to the Insured Car, even if that value is under-stated.

Our liability in respect of repair costs will not exceed the cost calculated by applying the proportion that those repair costs bear to the Market Value of the Insured Car to the value of the Insured Car specified in the Schedule or the Limit of Coverage less the applicable Excess(es).

- 6 If the Insured Car is stolen and not recovered, subject to Clause 7 below We will pay the registered owner of the Insured Car 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).
- 7 If You have bought the Insured Car under a finance, hire purchase or leasing agreement and a payment is due to be made by Us under this Policy, and We decide to pay cash to either repair the loss or damage, or We pay cash because the Insured Car is Beyond Economical Repair, or We pay cash because the Insured 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, less the

applicable Excess(es). If the settlement amount under the agreement is less than the sum payable by Us under the Policy, We will pay the difference to You.

- 8 If We pay the Market Value of the Insured Car or the Limit of Coverage in settlement of a claim under sections B1 and/or B2:
  - (a) You must return the Certificate of Motor Insurance to Us.
  - (b) You must send Us the Car Registration Document and any current test certificate.
  - (c) the Insured Car will become Our property.
  - (d) Unless We agree to let this insurance continue on a replacement Car, this insurance will end on the date You accept settlement and any outstanding or overdue premiums must be paid.

#### **Your Excess**

- 9 If the Insured Car is lost, stolen or damaged You are responsible for paying the Excess in the Schedule no matter how the loss or damage happened. If the Insured Car is to be repaired and the repairer chosen is not one of our approved repairers, then an additional excess will apply; this excess will be shown in your schedule. This excess will apply in addition to any other excesses under the policy.

### **Specified Driver Excess**

- 10 If the Insured Car is being driven by a person named against the Specified Driver Endorsement in the Schedule, You will have to pay the amount of the Specified Driver Excess if the Insured Car is lost or damaged whilst being driven by the Specified Driver.

### **B3 ACCESSORIES**

- 1 If Accessories (as defined by this insurance) are damaged or stolen from the Insured Car, subject to the Excess We will pay for their repair or replacement up to a maximum of £250 in total.
- 2 We will reduce the settlement to take into account wear, tear and loss of value when We settle claims for Accessories.
- 3 We may agree to increase the amount We will pay for Accessories in return for payment of an additional premium. The Accessories Endorsement in the Schedule will provide details of any increased cover.

### **B4 PERSONAL BELONGINGS**

- 1 If You have comprehensive cover, We will pay for the loss of or damage to Your Personal Belongings caused by accident, fire, theft or attempted theft whilst they are in the Insured Car up to a maximum of £100 for any one incident.
- 2 If You have Third Party Fire and Theft cover, We will pay for loss of or damage to Your Personal Belongings caused by fire, theft or attempted theft whilst they are in the Insured Car up to a maximum of £100 for any one incident.

- 3 Provided that no cover will 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 sum payable to take into account wear and tear when We settle claims.
- 5 Any claim for Your Personal Belongings is subject to the Excess.

#### **What is not covered**

#### **See also Section 2 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 Inexperienced Driver Excess, any Specified Driver Excess, any Late Reporting Excess and any additional excess applicable for not using an approved repairer.
- 2 Except as provided by Sections B3 loss of or damage to any Accessories or any property other than the Insured Car. For the avoidance of doubt there is no cover for communication equipment, navigation systems, audio visual equipment, radio equipment.
- 3 Damage or loss to the Insured Car or spare parts or Accessories or Personal Belongings by theft, attempted theft or unauthorised use when:
  - 3.1 The Insured Car (including its boot and bonnet) is unlocked; or

- 3.2 The Insured Car's windows, sun roof or convertible roof are left open; or
  - 3.3 The keys (or other form of Car entry device) have been left in the Insured Car; or
  - 3.4 There are no signs of forced or violent entry; or
  - 3.5 You have not taken other reasonable precautions to protect the Insured Car.
- 4 The costs for replacement locks, keys or electronic systems as a result of damage to or loss or theft of the Insured Car's keys.
  - 5 Damage to the Insured Car's sunroof, panoramic roof panels, lights or reflectors whether glass or plastic.
  - 6 Wear and tear, including rust and corrosion.
  - 7 Loss or damage caused by driving the Insured Car through deep water or over rough terrain.
  - 8 Repairs or replacements which improve the Insured Car or Accessories beyond their condition before the loss or damage occurred. If it is necessary to make improvements to the Insured Car or Accessories by repair or replacement, You will be required to make a contribution to the cost of repair or replacement (betterment).
  - 9 Mechanical, electrical electronic computer or software breakdowns, failures, faults or breakages.
  - 10 Damage to tyres unless caused by an accident which is covered by this insurance.
  - 11 Damage due to liquid freezing in the Insured Car's cooling system unless You have taken reasonable precautions and followed the maintenance instructions, as provided by the Insured Car manufacturer's instructions.
  - 12 Damage or loss due to the use of the wrong fuel or lubricants.
  - 13 Loss of value, whether or not that results from damage covered by this policy.
  - 14 The cost of alternative transport (including hire Car costs) or compensation for You being unable to use the Insured Car or any consequential losses (including loss of profits or hire charges) incurred by You or anyone insured under this policy.
  - 15 Loss or damage caused by bad workmanship.
  - 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 the Insured Car by fraud or deception.
  - 19 Loss of or damage to the Insured 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 the Insured 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 the Insured Car.
- 21 Loss or damage to the Insured Car when it is being used for any criminal purpose except for minor driving offences.
- 22 Loss or damage to the Insured Car whilst the driver, or Accompanying Driver, is under the influence of (a) alcohol, (b) illegal drugs or (c) prescription drugs (if instructed not to drive whilst taking them).
- 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 the Insured 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 the Insured 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 the Insured Car.
- 29 Loss or damage to any vehicle You are driving or using which is not specified in the Schedule as the Insured Car.
- 30 Loss or damage to the Insured Car whilst it is hired or let out or carrying passengers for reward.
- 31 Damage or loss to the Insured Car when Insured Car is carrying or transporting goods for money.
- 32 Loss or damage if the vehicle is not insured currently on a separate motor insurance policy

# Claims by third parties

## What is covered

- C1** We will cover persons listed in Section C3 for legal liability caused by or arising out of the use of the Insured 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.
- C2** We will pay any emergency treatment fees as required by the Road Traffic Acts.
- C3** We will cover the following people in respect of the cover provided in Sections C1 and C2:
- (a) You, when driving, travelling as a passenger in or getting into, or out of, the Insured Car.
  - (b) Any person driving the Insured Car with Your permission who is named in the Schedule and insured by this policy.
  - (c) Any passenger travelling in, or getting into or out of, the Insured Car.
  - (d) Any person using (but not driving) the Insured Car with Your permission for social, domestic or pleasure purposes.

- (e) The legal personal representative(s) of any deceased person identified in Sections C3 (a) to (d).

## 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 or pay for 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.
- 2 We are not obliged to pay 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, in so far as it is permitted under the Road Traffic Acts, in respect of each

and every occurrence for which a payment is made by Us under Section C, this Excess is payable to Insurers by You as a contribution to any payment made by Us.

### **What is not covered**

#### **See also Section 2 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 the Insured Car. But see section B 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. But see Section B5 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 the Insured Car.
- 6 Any person who is aware the driver of the Insured 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 the Insured Car.
- 8 Liability in respect of any person killed or injured when travelling in the Insured 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 Insured Car is being driven for reward.
- 10 Liability for death, injury or damage resulting from the Insured Car or machinery attached to it being used as a tool of trade.
- 11 Loss, damage, death, injury or any liability resulting if the Insured Car is being used to tow a trailer.
- 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.

# Medical expenses

- D1** We will pay medical expenses up to £100 for each occupant of the Insured 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.
- C2** If You hold Comprehensive cover, We will pay the insured driver's medical expenses up to £100. If You hold Third Party Fire and Theft or Third Party Only cover, We will not.
- C3** The maximum We will pay towards medical expenses for any one accident covered by this policy is £400.



# Using the Insured Car abroad

**E1** Driving abroad is not permitted for a Provisional Licence holder. In the event that the vehicle is used abroad driving is permitted for a Full UK Licence holder only and as named in the Schedule. Refer to General Condition 1.4 for further information of compliance with statutory and vehicle licensing authority regulations.

**E2** Provided that the Insured Car is being used for a purpose identified in the Permitted User Section of the Schedule We will provide You with the minimum level of cover for the Insured Car required by law in any country which:

(a) Is a member of the European Union. Current members (other than the UK) are:

Austria	Finland	Latvia	Romania
Belgium	France	Lithuania	Slovakia
Bulgaria	Germany	Luxembourg	Slovenia
Cyprus	Greece	Malta	Spain
Czech Republic	Hungary	Netherlands	Sweden
Denmark	Ireland	Poland	
Estonia	Italy	Portugal	

**Or**

(b) Has satisfied the European Commission it has made arrangements to meet Article 7(2) of the EC Directive on Insurance of Civil Liabilities arising from the use of Motor Vehicles (No 72/166/EEC). These countries are currently Norway, Switzerland, Andorra, Croatia, Iceland and Liechtenstein. Provided that the Insured Car is being used for a purpose identified in the Permitted User Section of the Schedule. The Certificate of Motor Insurance takes the place of an International Motor Insurance Card (Green Card).

- E3** If the compulsory insurance requirements of the country in which the incident occurs (being a country identified in Section E2 (a) or (b)) 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.
- E4** If the law of a foreign country covered by this insurance requires Us to pay a claim We would not otherwise be liable to pay, We may recover the amount of the claim from You or the person the claim was made against.

# Section 1: 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 payment under the policy

## 1 Your duties

We will only provide insurance if:

- 1.1 Any person insured by this insurance has complied with all the Conditions in this contract and in the Schedule.
- 1.2 You and anybody left in charge of the Insured Car have taken all reasonable steps to prevent loss of or damage to it.
- 1.3 You maintain the Insured Car in an efficient and roadworthy condition and comply with all statutory regulations and Car licensing authority regulations regarding its use, roadworthiness and condition (e.g. You must hold a valid MOT certificate and the Insured Car must have legally correct tyres, lights, brakes etc).
- 1.4 You and any authorised person in charge of the Insured Car comply with all statutory and vehicle licensing authority regulations and requirements.

- 1.5 The information given in the proposal form and declaration and at each renewal is, as far as You know, correct and complete.
- 1.6 The information provided when making any claim under the policy is true to the best of Your knowledge.
- 1.7 You notify Us **as soon as possible** of any changes to the information provided in the Proposal Form and Declaration and at each Renewal. Refer to your Schedule for details of any administration fees applicable. Examples of material changes include:
  - 1.7.1 A change of Car (including extra vehicles). Your policy will be cancelled if You change the Insured Car more than 4 times throughout the duration of the policy year/term.
  - 1.7.2 All changes You make to the Insured Car if they make it different from the manufacturer's standard specifications (even if the changes are purely cosmetic).
  - 1.7.3 A change of Your address or job.
  - 1.7.4 A change in the purpose for which the Insured Car is used.
  - 1.7.5 A change in the person who drives Insured Car most frequently.

- 1.7.6 Passing Your driving test if a provisional driving licence was held at inception of the insurance.
  - 1.7.7 Changes to the Endorsements required.
  - 1.7.8 Motoring convictions (other than parking).
  - 1.7.9 Details of illnesses which may affect Your ability (or the ability of anybody insured to drive the Insured Car) to drive. These include diabetes, epilepsy or a heart condition.
- 1.8 You allow Us to examine the Insured Car at any reasonable time, if requested.
- 1.9 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.

## 2 2 Driving limitations

- 2.1 If you are not the registered keeper/owner of the Insured vehicle, this policy only provides cover whilst you are undergoing driving tuition. The registered keeper/vehicle owner must therefore have arranged a suitable insurance policy elsewhere to ensure it is covered in circumstances beyond the scope of this policy.
- 2.2 This policy only provides cover whilst You are undergoing driving tuition or the Insured Car is being driven by another person who is specifically shown

on your Certificate of Motor Insurance. This policy is only effective for as long as you hold a provisional driving licence.

- 2.3 For cover to be operative under this policy You must:
- be in the process of receiving driving tuition or undergoing an official Driving Standards agency (DSA) practical driving test, and
  - be accompanied at all times by an Accompanying Driver aged between 30 and 69 who holds and has held a full UK Driving Licence for a minimum of 5 years or is a current qualified Driving Standards Agency Examiner or current registered qualified Approved Driving Instructor (ADI). The Accompanying Driver must sit in the front passenger seat of the Insured Car whilst supervising Your driving.
- 2.4 We will not be liable if any other insurance is in force which covers the same loss, damage or liability as this insurance.
- ## 3 Passing Your driving test
- 3.1 On passing Your driving test You will only be covered to drive the Insured Car from the driving test centre **immediately** and directly to Your home address noted on the Certificate of Motor Insurance and the Accompanying Driver must be in the Insured Car with You at all times.

3.2 All cover under this policy will cease immediately when You have passed Your driving test and have returned the Insured Vehicle immediately to the home address noted on the Certificate of Motor Insurance. The Certificate of Motor Insurance must be returned to Us or Your Agent to cancel the policy.

#### 4 Claims notification and co-operation

- 4.1 You must report any claim, accident or loss to Us regardless of fault within **24 hours** and assist with Our enquiries at all times.
- 4.2 You must report any theft, attempted theft or malicious damage relating to the Insured Car or other property to the police and obtain a crime reference number.
- 4.3 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:
- 4.3.1 Your contact details and details of anybody else in the Insured Car at the time of the incident.
  - 4.3.2 Details of convictions and outstanding penalty points.
  - 4.3.3 Your policy number.

4.3.4 Information about the Insured Car and details of the incident.

4.3.5 Details of any witnesses.

4.3.6 Details of other parties involved in any accident, any injuries suffered by them and damage to their vehicle.

- 4.4 If You fail to assist with Our enquiries or report a claim **within 24 hours**, We may refuse to pay Your claim except as required by The Road Traffic Acts. We will also charge You a Late Reporting Excess as noted in Your policy Schedule.
- 4.5 We will not accept responsibility for the cost of repairs or replacements which are not authorised in advance by Us.
- 4.6 Any estimate for repairs 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. Haven Claims is a claims handling company employed by Us to manage repairs to vehicles insured by Us. We will share Your personal information with Haven Claims insofar as is necessary for them to help You and Us resolve Your claim.
- 4.7 You must telephone Us **immediately** if:
- 4.7.1 You receive any letter or other documents about the incident.

- 4.7.2 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.
- 4.7.3 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.
- 4.8 You must not answer any letters or proceedings without Our written permission.
- 4.9 If We have to pay an additional amount in settlement of a claim 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 amount from You. You will be held responsible under the Policy for delays caused by any other person insured by this policy.
- 4.10 The repairer may use parts and accessories, including green recycled parts, that are not made or supplied by the vehicle manufacturer but are of similar type and quality.
- 4.11 If the Insured Car is to be repaired and the repairer chosen is not one of our approved repairers, then an additional excess will apply; this excess will

be shown in your schedule. This excess will apply in addition to any other excesses under the policy.

## **5 Conduct of claims/subrogation**

- 5.1 We are entitled to conduct the defence or settlement of any third party claim in Your name or the name of any person claiming under this policy.
- 5.2 We are entitled to instruct solicitors of Our choice to act for You in any civil or criminal claim.
- 5.3 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.
- 5.4 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 amount paid by Us.
- 5.5 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.
- 5.6 The Market Value of the Insured Car will not be decided by a barrister but by reference to the Glass's Guide mid-book value. Vehicle condition, mileage and use will also be taken into consideration when assessing the value of the Insured Car. If no Glass's

Guide value exists, We will use market research, the open market and various other available publications to assist in sourcing a Market Value. This would be done as a matter of course and prior to any need for an independent engineer or assessor valuation. You and We will be bound by that valuation.

- 5.7 You must tell Us about any claim You bring for loss or damage which is not insured by this policy within 21 days of the loss or damage. For example, if You have a “*no fault*” accident and intend to pursue a claim for personal injury.

## **6 Our Right of Recovery**

- 6.1 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 4.2 below.
- 6.2 If We make a payment under this policy which would not be payable otherwise than due to the provisions of the Road Traffic Acts We are entitled to recover such payment from You.

## **7 Fraud**

- 7.1 If You or anybody insured by this policy makes a claim knowing it to be fraudulent, false or exaggerated, this insurance will be void and all claims will be forfeited. This clause also applies to false statements made when taking out the policy or bringing a claim and if You provide false documents in support of a claim.
- 7.2 In the event of fraud, We will not refund Your Premium.

## **8 Other insurance**

- 8.1 Where a claim under this insurance is also covered by another insurance policy, We will only pay Our share of the claim.
- 8.2 If a person other than You is driving the Insured Car and is covered by other insurance for claims by third parties, no payment for those claims will be made under this policy.
- 8.3 If You have separate insurance cover for losses which are not insured by this policy, You must tell Us about any payments 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.

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

- 9.1 No person, persons, company or other party not named as insured in the Schedule has any right under

the Contracts (Rights of Third Parties) Act 1999 or any subsequent or amended legislation to enforce any terms of this Policy. This does not affect any right or remedy of a third party that exists or is available apart from that Act.

#### **10 Cancelling Your policy, if You cancel:**

- 10.1 You may cancel this insurance at any time by contacting Us and returning Your Certificate of Motor Insurance to Us. You will not be insured from the date We receive the Certificate. **By law You must return Your Certificate of Motor Insurance to Us.**
- 10.2 If Your policy duration is 30 days or less no Cooling Off period applies and therefore no refund of premium will be provided.
- 10.3 If Your policy duration is greater than 30 days, and You cancel this insurance in the **Cooling-Off** Period:
- (a) We will refund You part of the premium to You or Your Agent unless a claim has been made under this policy (as to which see General Condition 10.4.2). 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.
  - (b) You will not have been insured by Us from the date You took out the policy.

10.4 If Your policy duration is greater than 30 days, and You cancel this policy after the **Cooling Off** period no refund of premium will be provided.

10.4.1 If You have an Agent, We will refund any premium to Your Agent.

10.4.2 If at the time You cancel this insurance You or a third party has made a claim under it, We will retain the whole Premium until the claim is settled. The claim will be settled for the purpose of this section when a final payment is made by Us or when We receive notification that a claim by You or a third party will not be pursued further.

#### **If We decide to cancel**

10.5 We or Your Agent may cancel this insurance by sending 7 clear days' notice of cancellation to Your last known address (and in the case of Northern Ireland also to the Department of Environment, Northern Ireland). You will not be insured from the 8th day after delivery of the notice. The notice will provide an explanation as to why Your policy is being cancelled.



## **11 Assignment**

11.1 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 2: General exclusions

These exclusions apply to the whole of Your policy:

- 1 Your insurance does not cover any loss, damage or liability arising when the Insured Car is being:
  - 1.1 Driven by or in charge of anybody who is not named in the Certificate of Motor Insurance as a person entitled to drive unless:
    - (a) That person is a member of the motor trade who is servicing or repairing the Insured Car.
    - (b) the Insured Car was stolen or taken without Your permission.
  - 1.2 Driven by anyone (including You) who You know is disqualified from driving, or does not hold a licence to drive the Insured Car, or is prevented by law from holding a licence; or
  - 1.3 Used for a purpose that involves criminal activity (other than minor motoring offences).
  - 1.4 Used in or on restricted areas of airports or airfields. We will not pay for any claim concerning an aircraft within the boundary of the airport or airfield.
  - 1.5 Used for purposes other than those in the Permitted User Section of the Schedule.
    - 1.6 Used to carry a load which is more than it was constructed to carry and more than the maximum capacity.
    - 1.7 Used to carry dangerous substances or goods.
- 2 We will not pay any costs You have accepted under an agreement or contract unless You would have had to pay those costs even if the agreement did not exist.
- 3 We will not pay for deliberate loss or damage caused by anybody insured by this policy.
- 4 We will not pay any liability, loss, damage, cost or expense insured by another policy.
- 5 We will not pay any claim for loss or damage or any claim by a third party if:-
  - 5.1 You use the Insured Car at a motor racing track or at an off-road 4x4 event.
  - 5.2 You use the Insured Car for racing, rallies, speed trial or endurance tests.
  - 5.3 You exceed the seating capacity of the Insured Car.
  - 5.4 the Insured Car is used for Hire Reward or Trade delivery.
- 6 Except as required by the Road Traffic Acts, We will not pay any loss or damage if You or anybody insured by this policy uses the Insured Car to travel:

- 6.1 For work purposes if that work involves driving.
  - 6.2 To and from work or a place of study if that involves driving for more than a monthly average of 4 hours a day.
- 7** Except as required by the Road Traffic Acts, We will not pay any claim by a third party if You use the Insured Car for the purposes outlined in 6.1 and 6.2 above.
- 8** We will not pay 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. Nor will We pay for 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 E).
- 9** We will not pay for any loss or damage (whether direct or indirect) or liability caused by, contributed to or arising from nuclear fuel, the radioactive, toxic, explosive or other dangerous property of any explosive nuclear assembly or nuclear part of that assembly, pressure waves caused by aircraft and other flying objects.
- 10** Any proceedings or judgment against You in any court outside the United Kingdom, unless they arise out of the Insured Car being used in a foreign country which We have agreed to extend this insurance to cover.
- 11** Except as strictly required by the Road Traffic Acts, We will not pay for any liability, loss, damage, cost or expense:-
- 11.1 If We consider that the driver, or Accompanying Driver of the Insured 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.
  - 11.2 Which relates to Terrorism or efforts to prevent Terrorism.
  - 11.3 If You hold a Full Driving Licence, unless the loss occurs whilst you are returning immediately and directly from the driving test centre upon passing your driving test, and supervised by an Accompanying Driver.
- 12** We will not be liable if any other insurance is in force which covers the same loss, damage or liability as this insurance.
- 13** Pollution or contamination unless the pollution or contamination rises directly from an incident which is covered under the terms of the policy.

# Important information

## WHO ARE WE?

Haven Insurance Company Limited is registered in Gibraltar number 85914. Our registered office is located at Level 3, Ocean Village Business Centre, 23, Ocean Village Promenade, Gibraltar. 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 is a member of the UK's Motor Insurance 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 INFORMATION – DATA PROTECTION

Your privacy is important to Us. Except as outlined below, We promise to keep Your personal information private. How We may use Your personal data is controlled by the requirements of the Data Protection Act 1998. Haven Insurance Company Limited is registered for the purpose of processing personal data.

Information provided to Us may be held on computer, paper file or other format, whether or not You purchase a policy. We will hold this information for a reasonable time to ensure We have a clear and complete history of insurance enquiries, applications, policy records and transactions. By purchasing this policy You are giving Your consent to such information being processed by Us and Our agents.

We will use Your personal information:

### 1 To manage Your insurance with Us

This may include sharing Your information with the insurers We place cover with and with Our agents to process and administer Your insurance (e.g. service providers that We have agreements with both within and outside the European Economic Area). It may also be used or disclosed to regulators to monitor and enforce Our compliance with any regulation.

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 policyholder will require permission from the policyholder to do this. We will not use sensitive personal data for marketing purposes.

### 2 To prevent and detect fraud

We are involved in a number of industry initiatives as fraudulent claims are a serious problem for insurers and honest policyholders. When You apply for insurance and when You make

a claim, We will perform the following checks to detect fraud and money laundering and if found We will report this to the authorities under the Proceeds of Crime Act (POCA). We may:

- 2.1 Pass information to the Motor Insurance Anti-Fraud and Theft Register and to the Claims and Underwriting Exchange Register, which are both administered by Insurance Database Services Limited (IDS Ltd);
- 2.2 Check Your details with credit reference and fraud prevention agencies and databases. We may provide Your information to those agencies for their records. If false or inaccurate information is provided and fraud is identified details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. We and other organisations may access and use this information to prevent fraud and money laundering, for example, when:
  - 2.2.1 Checking details on applications for credit and credit related accounts or facilities
  - 2.2.2 Managing credit and credit related accounts or facilities
  - 2.2.3 Recovering debt
  - 2.2.4 Checking details on proposals and for all types of insurance
  - 2.2.5 Checking details of job applications and employees
- 2.3 Share information about You with other insurers, organisations, public bodies and law enforcement

agencies to prevent fraudulent claims. Insurers keep a register of claims. Please contact Us on 0845 0920704 if You want to receive details of the relevant fraud prevention agencies. We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

You may report information confidentially in respect of bogus/fraudulent claims to the Cheatline on **0800 422 0421**. The Cheatline is manned 24 hours a day. Alternatively, fraud can be reported online to the Insurance Fraud Bureau (IFB) at [www.insurancefraudbureau.org](http://www.insurancefraudbureau.org). All information can be reported anonymously and will be treated in the strictest confidence. The Cheatline is manned by experienced fraud investigators who may share the information with other interested parties such as the insurer concerned (if known). Savings obtained from information provided to the Cheatline will help to reduce insurance premiums. More information can be provided if requested.

### **3 To update the Motor Insurance Database (MID)**

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

- I Electronic Licensing;
- II Continuous Insurance Enforcement;

- III Law enforcement (prevention, detection, apprehension and or prosecution of offenders);
- IV The provision of government services and or other services aimed at reducing the level and incidence of uninsured driving.

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 his or her 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).

## 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 Agent, please contact them. If You are not satisfied with Our service please contact Us straight away by calling Us on **0845 0920704** or by emailing **[complaints@haven.gi](mailto:complaints@haven.gi)**

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

**Customer Relations**  
**Haven Insurance Company Limited**  
**Level 3 Ocean Village Business Centre**  
**23 Ocean Village Promenade**  
**Gibraltar**

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**  
**South Quay Plaza 2**  
**183 Marsh Wall**  
**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.

## **CHANGES TO YOUR POLICY**

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

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

**AGENT STAMP:**

# CLAIMS PROCESS REMINDER

## IF YOU ARE INVOLVED IN AN ACCIDENT YOU MUST:-

### 1. EXCHANGE DETAILS

Names, addresses, phone numbers with everyone involved including witnesses. (Get into a safe position before you start, i.e. away from the risk of other traffic.)

### 2. NEVER ADMIT LIABILITY at the scene.

### 3. EXCHANGE REGISTRATION NUMBERS

& make/model of vehicle.

### 4. TAKE PICTURES (use your phone)

Photograph the vehicles, registration numbers and any passengers. (If safe to do so also try to take pictures of the accident scene.)

### 5. IF ANY PARTY IS INJURED, CALL 999

(Police & Ambulance).

Once you have the above information, call us on:

**0845 092 0700** OR Text **“CLAIM” to 83118**

**WE WILL DO THE REST!**





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**HAVEN INSURANCE COMPANY LTD.**

**Registered office:**

Level 3, Ocean Village Business Centre,  
23, Ocean Village Promenade, Gibraltar

**Registered number:** 85914