



# MOTOR TRADE

ROAD RISKS ONLY

INSURANCE POLICY

Your policy explained

Version 2.8

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# WHAT TO DO IN THE EVENT OF AN ACCIDENT

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

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

**Any accident/incident which may give rise to a claim on this policy must be reported to us within 24 hours of occurring on: 0345 092 0700 OR text "CLAIM" to 83118.**

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!

# Important information - Motor Insurance Database (MID)

You must comply with the regulations of the Motor Insurance Database (MID) as shown in the EU Fourth Motor Insurance Directive and the Motor Vehicles (Compulsory Insurance) (Information Centre and Compensation Body) Regulations 2003 which require You to disclose the following information and subsequent amendments in the following time scales:

## Vehicle information required:

1. The Vehicle registration mark, make and model of all permanently owned Vehicles and / or motor Vehicles in Your possession.
2. The vehicle registration mark, make and model of all customer vehicles which are in Your possession for more than 14 days.

## Time scales for vehicle disclosure:

You must notify Us of all permanently owned Vehicles and Vehicles for sale within **24 hours** of purchase. If You sell a Vehicle, or it becomes insured by another insurance policy, it must be removed from the MID within **24 hours** of sale or the time it was added onto another insurance policy.

Customer Vehicles need to be disclosed to Us once the Vehicle has been in Your possession for longer than 14 days. You must keep accurate records of all Vehicle movements, sales receipts and invoices.

**PLEASE NOTE:** The Insurer will not be liable for any loss or damage or theft to any Vehicle which has not been notified to Us within the time scale stated above. Please see Endorsement MTPC01 in Your Schedule for further information.

Failure to comply with these regulations may result in the cancellation of Your policy, possible prosecution by the appropriate body which may include a fine up to £5,000 and Your details held on the Motor Insurance Database as a defaulter.

## Sections of this contract which apply to you

Type of cover (see Schedule)	Sections that apply
Comprehensive	All sections
Third party fire and theft	A, B, C1, D1, E, F G1 applies to medical expenses of third parties only. H, I, J and K.
Third party only	A, B, E, F G1 applies to medical expenses of third parties only. H, I, J and K.

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

This policy and any policy Schedule, Endorsements and Certificate of Motor Insurance should be read as if they are one document.

The Insurers acceptance of this risk and the premium calculated is based on the information presented to the Insurer being a fair presentation of the risk to be insured by the policyholder including any unusual or special circumstances which increase the risk and any particular concerns which the policyholder may have about their risk and the cover required. Unless We agree otherwise in writing, the law which applies to this policy is the law of England and Wales.

## Section A - Definitions

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

### **Accessories**

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

### **Appointed Claims Handlers**

The claims handling companies engaged by Us to manage Your claims, including Haven Claims (Haven Claims is a trading name of Prospect Legal Limited) and Acorn Insurance and Financial Services Limited.

### **Beyond Economic Repair**

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

### **Business**

The motor trade activities operated by the Policyholder in the United Kingdom as declared to Us and shown in the Declared trades section of the Certificate of Motor Insurance.

### **Business Hours**

The Policyholders usual Business operating hours.

### **Certificate of Motor Insurance**

The Certificate shows the vehicles insured, who is eligible to drive the vehicles under this insurance, what the vehicles may be used for and the Period of Insurance covered.

### **Customer Vehicle**

Any Vehicle which belongs to a customer that is temporarily in the custody or control of the Policyholder for repair, service, overhaul, maintenance, inspection, testing, alteration, cleaning or storage and for which the Policyholder has accepted responsibility but excluding Vehicles consigned to the Policyholder.

A Customer Vehicle can be driven by the Policyholder or persons entitled to drive under the policy for Business use only during the Policyholder's Business Hours. There is strictly no cover under this policy for Customer Vehicles being used outside the Policyholder's Business Hours or for social domestic and pleasure purposes.

### **Customer Loan Vehicle**

Any Vehicle specified on the Schedule as a customer loan Vehicle used for lending or hiring to any customer whilst the Customer's Vehicle is temporarily in the Policyholders custody or control for the purpose of repair, service, overhaul, maintenance, inspection, testing, alteration or cleaning.

### **Data Protection Legislation**

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

### **Employee**

Any person who, under the terms of the Employers' Liability (Compulsory Insurance) Act 1969, is working under Your control in connection with the Business and is:

1. Under a contract of service or apprenticeship with You.
2. A person under a contract of service or apprenticeship with some other employer and who is hired to or borrowed by You.
3. A labour master or person supplied by him.
4. A person engaged by a labour only sub-contractor.
5. A self-employed person working on a labour only basis under Your control or supervision.
6. A trainee or person undergoing work experience.
7. A voluntary helper.

### **Endorsement**

An amendment to Your insurance identified in the Schedule.

### **Excess**

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

### **Fair Presentation**

You are required to make a fair presentation of the risk to Insurers which discloses every material circumstance which You know or ought to know relating to the risk to be insured. A circumstance is material if it would influence the judgment of a prudent Insurer in determining whether to provide insurance for the risk and, if so, on what terms. You must ensure that You have carried out reasonable searches to obtain all relevant information about the risk.

### **Hazardous Loads**

Those goods or substances referred to in any legislation and related regulations governing the carriage of dangerous goods by Road, including provisions relating to classification, packing and labelling, as may be of application from time to time in the United Kingdom.

### **Hire and Reward**

Where payment is received for using an Insured Vehicle or Customer Vehicle to transport people, people's property or any goods.

### **Insured Vehicle**

Any Vehicle, which is:

1. Described in the Schedule under description of Vehicles; and
2. Permanently owned by the Policyholder and registered as such on the Motor Insurance Database or temporarily owned by the Policyholder in the course of their Business.

An Insured Vehicle DOES NOT include:

1. Any Vehicle being driven by or in the custody or control of any person not listed on the Certificate of Motor Insurance;
2. Any Vehicle being used for Hire and Reward.
3. A Vehicle transporter or Trailer that is capable of carrying more than two Vehicles at any one time;
4. Any Customer Vehicle in the custody or control of the Policyholder or persons entitled to drive under the policy (please refer to the Customer Vehicle definition);
5. Any Vehicle that is used for Social Domestic and Pleasure purposes that is owned, leased or hired by Employees, additional persons entitled to drive as noted on the Certificate of Motor Insurance, Relatives, spouse or domestic partners.

6. Any Vehicle being test driven by the Policyholder or persons entitled to drive under the policy, unless specifically included in the Endorsements section of Your Schedule.

### **Insurer/We/Us/Our**

Haven Insurance Company Limited.

### **Limit(s) of Coverage**

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

### **Market Value**

Applicable only to Customer Vehicles which are temporarily in Your custody or control for the purpose of upkeep, service or repair.

The value of the Customer Vehicle at the date of loss according to the Glass's Guide mid-book value plus the value of Accessories up to a maximum of £250.

Vehicle condition, mileage and use will also be taken into consideration when assessing the Market Value of the Customer Vehicle. 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.



**Maximum Liability**

The Insurer's limit of liability to cover the Policyholder for loss or Damage to an Insured Vehicle or Vehicles under Section B and Section C.

**Motorcycle**

A mechanically propelled Vehicle, not being an invalid carriage, with less than four wheels and the weight of which does not exceed 410 kilograms.

**No Fault Accident**

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

**No Claims Discount**

The amount by which Your premium is reduced to reflect the lack of claims recorded in Your claims history. Please see the Schedule for the amount of Your discount (if any).

**Period of Insurance**

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

**Policyholder/Insured/You/Your**

The person or persons, company or companies, Business partnership or other legal entity or legal entities declared in the Certificate of Motor Insurance and the Schedule under the heading Policyholder and having entered into a contract of insurance with the Insurer.

**Private Residence**

The private domestic residence of any person named on the Certificate of Motor Insurance as entitled to drive.

**Road**

As defined by S.192 (1) of the Road Traffic Act 1988 and any subsequent amendments.

**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 Your Vehicle is in the custody or control of a Specified Driver.

**Split Liability**

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

**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**

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

**Trade Market Value**

Applicable to Insured Vehicles which are Your property. The value of the Insured Vehicle at the date of loss according to the Glass's Guide trade value plus the value of Accessories up to a maximum of £250.

Vehicle condition, mileage and use will also be taken into consideration when assessing the Trade Market Value of the Insured Vehicle. If no Glass's Guide value exists, We will use market research, the open market, motor auction data and various other available publications to assist in sourcing a Trade 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.

**Trade Plate**

Shall have the meaning described and be used in accordance with the regulations described in the Road Vehicles (Registration and Licensing) Regulations 2002 or any subsequent legislation relating thereto.

**Trade Premises**

The premises from which Your Business operates from, including Policyholders home address, as shown in Your Schedule.

**Trailer**

A trailer designed for the purpose of being towed by a Vehicle, including a caravan or broken down Vehicle (as permitted by law).

**Vehicle**

Any mechanically propelled Vehicle including its permanently fitted Accessories but not:

1. Steam driven Vehicles; or
2. Aircraft, hovercraft or water craft; or
3. Any Vehicle shown in the Schedule as being specifically excluded from this insurance.

**We or Us or Our**

Haven Insurance Company Limited.

**Young or Inexperienced Driver**

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

**Young or Inexperienced Driver Excess**

The amount payable, as stated in the schedule, if at the time that damage or loss arose other than by fire or theft Your Vehicle was last in the custody or control of a Young or Inexperienced Driver covered under Your policybut not identified as the Policyholder in the Schedule.

**Your Agent**

Your broker or other intermediary through whom You take out this insurance.

## Section B - Claims by third parties

### What is covered?

1. We will cover persons listed in clause 3 for legal liability caused by or arising out of the use of an Insured Vehicle or Customer Vehicle including any Trailer attached to, and / or being towed:
  - a) Causing bodily injury or death to a third party (including passengers); or
  - b) Damage to a third party's property up to a maximum of £2 million for any one claim or series of claims arising from one accident or incident which occurs during the Period of Insurance.
2. We will cover any emergency treatment fees as required by the Road Traffic Acts resulting from any incident involving an Insured Vehicle.
3. We will cover the following people in respect of the cover provided in clause 1 and 2:
  - a) Any person specified in the current Certificate of Motor Insurance and Schedule issued to the Policyholder as entitled to drive an Insured Vehicle or Customer Vehicle with the permission of the Policyholder; and
  - b) Any person (other than the person driving) in or getting into or dismounting from any Vehicle described in the Schedule, provided that the Vehicle is being used within the limitations as to use set out in the Certificate of Motor Insurance and Schedule; and
  - c) If You have requested demonstration cover and it is specifically included in the Endorsements section of Your schedule, We will provide cover for an Insured Vehicle being driven by a driver not named on this policy for the purpose of demonstration in the course of prospective purchase of the vehicle, provided they meet the criteria set out in the Endorsement.
  - d) The legal personal representative(s) of any deceased person identified in clause 3.

### Cross Liabilities

4. Where one or more party comprises the Policyholder in the Schedule, the Insurer will treat each party as the Policyholder as if a separate policy had been issued for each, provided that the Insurer's Maximum Liability under all policies shall not exceed the limits stated in clause 1 above.

### Cover for Trailers

5. The Insurer will also cover, under clause 1 above, the liability of the Policyholder for any Trailer which is attached to an Insured Vehicle for the purpose of being towed.

### **Unauthorised Movement of Vehicles**

6. We will cover the Policyholder in respect of any accident caused by or in connection with the movement of any Vehicle not belonging to You and not in Your custody or control provided such Vehicle is impeding the legitimate passage of an Insured Vehicle or Customer Vehicle or emergency service Vehicle(s) and:
  - a) Is being moved by You or an Employee of Yours; and
  - b) Is being moved in connection with Your Business; and
  - c) Is not the property of the Employee moving it; and
  - d) Is not covered by any other insurance covering such accident, damage or loss.

### **Conditions applicable to Section B**

1. You must notify Us of any police interview, coroner's inquest, fatal accident enquiry or other court proceedings following an accident covered by this section. We may decide to arrange legal representation. We are entitled to appoint solicitors of Our choice.
2. Our contribution towards legal fees will usually be limited to £2,000 but We may contribute more in exceptional circumstances subject to Our sole discretion.

3. We are not obliged to cover legal costs and expenses incurred without Our prior written consent. Further, We require 14 days notice from You or Your legal representatives intention to issue court proceedings on Your behalf in relation to a claim made against the other driver. Failure to provide notification could prejudice Our position, and should this result in Us incurring legal costs without Us considering the prospects of success or Our legal cost exposure, then We will seek recovery from You and / or Your legal representatives.
4. Where an all sections Excess or an Excess applicable to Section B is shown in the Schedule, insofar as it is permitted under the Road Traffic Acts, this Excess is payable to Insurers by You as a contribution to any settlement made by Us in each and every occurrence for which a settlement is made by Us under Section B.

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

#### **Also see Section K - General Exclusions**

Section B 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 an Insured Vehicle or Customer Vehicle.
4. Loss of or damage to the personal belongings owned or in the custody or control of the person claiming cover under this section of the policy.
5. Any person who is aware the driver of Your vehicle or customer vehicle being driven under the policy does not hold a valid licence to drive it for the purpose for which it is being used.

6. Liability for death or injury to the person driving or in charge of Your vehicle or a Customer Vehicle or to any person being carried in or on or getting into or off a Trailer.
7. Liability in respect of death or bodily injury for any person when travelling in an Insured Vehicle or Customer Vehicle in the course of their employment (except as required by Road Traffic Acts).
8. Liability for any accident, injury, damage or loss caused directly or indirectly by carrying Hazardous Loads, other than to meet the requirements of the Road Traffic Acts.
9. In relation to Trailers there is no cover:
  - a) Where more than one Trailer is being towed at any one time.
  - b) Where a Trailer is not properly secured to an Insured Vehicle by towing equipment manufactured for the purpose.
  - c) Where a Trailer is not attached to and / or being towed by an Insured Vehicle when it causes damage.
  - d) Where a Trailer is being towed by a Customer Vehicle.
10. Damage to any public or private highway caused by weight or spillage.
11. Fines, penalties, punitive or exemplary damages.
12. 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.
13. The Excess(es) as shown in the Schedule.
14. Whilst any Insured Vehicle or Customer Vehicle is within the precincts of an airport or aerodrome to which aircraft have any access whatsoever including areas where aircraft are kept but not operated.
15. In respect of damage to property being conveyed by or loaded onto or unloaded from an Insured Vehicle or Customer Vehicle.

# Section C – Loss or damage to policyholder vehicles

## **C1 LOSS OR DAMAGE TO AN INSURED VEHICLE CAUSED BY FIRE OR THEFT**

### **What is covered?**

We will cover You in respect of loss of or damage to an Insured Vehicle 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).

## **C2 LOSS OR DAMAGE TO AN INSURED VEHICLE OTHER THAN BY FIRE OR THEFT (COMPREHENSIVE POLICIES ONLY)**

### **What is covered?**

We will cover You in respect of loss of or damage to the Insured Vehicle 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).

### **Conditions applicable to Section C**

1. If an Insured Vehicle is damaged, at Our option We will:
  - a) Repair the damage to Your Vehicle; or
  - b) Settle the claim by monetary payment; or
  - c) Provide You with a replacement Vehicle.
2. We will reduce any monetary payment made to take into account wear, tear and loss of value when We settle claims.
3. We will only repair or replace an Insured Vehicle under sections C1 and C2 if the Excess has been paid.
4. Where We agree to settle the claim by a monetary payment instead of repairing or replacing an Insured Vehicle, We will only make a payment where:
  - a) The Excess has been paid; or
  - b) We reduce the amount of the payment by the amount of the total Excess(es).
5. If the Insured Vehicle cannot be driven as a result of damage insured by this insurance, We will arrange to move the Insured Vehicle so that it can be repaired, returning it after repair to Your address as set out in the Schedule. We will not be responsible for any costs arising from damage caused when moving the Insured Vehicle from or to Your address and / or to a place where it can be repaired. In the event of a total loss We will move the Vehicle to free and safe storage whilst Our investigations are carried out.

6. At Your request, We can sub-contract the repair work that We are to carry out to a repairer of Your choice, but this may lead to delays in arranging the repairs.
7. If We consider the Insured Vehicle is Beyond Economical Repair as a result of an accident or incident covered by this insurance, subject to Clause 10 below We will provide the registered owner of the Insured Vehicle with settlement of its Trade Market Value up to the Vehicle limit value shown in the policy and subject to the Limit of Coverage after deducting the applicable Excess(es).
8. You should be aware that We are entitled to provide the Vehicle limit value shown in the policy (subject to the Limit of Coverage after deducting the Excess) in full and final settlement of Your claim for damage to the Insured Vehicle, even if that value is under-stated.
9. Our obligation to repair the Insured Vehicle shall be limited to the cost calculated by applying the proportion that the value of the repair service that We are to provide bears to the Market Value of the Insured Vehicle specified in the Schedule or the Limit of Coverage less the applicable Excess(es).
10. If the Insured Vehicle is stolen and not recovered, subject to Clause 10 below We will provide the registered owner of the Insured Vehicle with settlement of its Trade Market Value at the date it was stolen subject to the Vehicle limit shown in the Schedule after deducting the Excess.
11. If You have bought the Insured Vehicle under a finance, hire purchase or leasing agreement or The vehicle is wholly or partly electronically powered and the batteries are leased, and a settlement is due to be made by Us under this policy, and We decide to make a monetary payment either cash to repair the loss or damage, because the Insured Vehicle is Beyond Economical Repair; or because the Insured Vehicle is stolen and not recovered, then any settlement made will be used to discharge sums owed to the hire purchase company or leasing company, bank or other lenders first, less the applicable Excess(es). If the settlement amount under the agreement is less than the sum due under the policy, We will settle the difference with You.
12. Our liability will be limited in respect of any lost or damaged part unobtainable from stock in the United Kingdom to the cost of such part shown in the last price list issued by the manufacturer for use in the United Kingdom.
13. If We make a settlement of the Trade Market Value of the Insured Vehicle or the Limit of Coverage in settlement of a claim under sections C1 and / or C2:
  - a) You must send Us the Vehicle Registration Document and any current test certificate.
  - b) The Insured Vehicle will become Our property.
  - c) If the Insured Vehicle is damaged when being serviced or repaired, this policy will provide cover so long as the person driving the Insured Vehicle holds a full UK driving licence and is listed in the Schedule as entitled to drive.
14. Section C shall be inoperative unless it is shown as operative in the Schedule.



# Section D – Loss or damage to Customer Vehicles

## D1 LOSS OR DAMAGE TO CUSTOMER VEHICLES CAUSED BY FIRE OR THEFT

### What is covered?

We will cover You in respect of loss of or damage to a Customer Vehicle 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).

## D2 LOSS OR DAMAGE TO CUSTOMER VEHICLES OTHER THAN BY FIRE OR THEFT (COMPREHENSIVE POLICIES ONLY)

### What is covered?

We will cover You in respect of loss of or damage to the Customer Vehicle 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).

### Conditions applicable to Section D

1. If the Customer Vehicle is damaged, at Our option We will:
  - a) Repair the damage to the Customer Vehicle; or
  - b) Settle the claim by monetary payment; or
  - c) Provide the customer with a replacement Vehicle.
2. We will reduce any monetary payment made to take into account wear, tear and loss of value when We settle claims.
3. We will not provide cover if the Customer Vehicle has been in the custody and control of the Policyholder for more than 14 days and has not been notified to Us as noted in the Endorsement MTPC01.
4. We will only repair or replace the Customer Vehicle under section D1 and section D2 if the Excess has been paid.
5. Where We agree to settle the claim by a monetary payment instead of repairing or replacing the Customer Vehicle, We will only make a payment where:
  - a) The Excess has been paid; or
  - b) We reduce the amount of the payment by the amount of the total Excess(es).
6. If the Customer Vehicle cannot be driven as a result of damage insured by this insurance, We will arrange to move the Customer Vehicle so that it can be repaired, returning it after repair to the customer. We will not be responsible for any costs arising from damage caused when moving the Customer Vehicle from or to a place where it can be repaired. In the event of a total loss the Insurer will move the vehicle to free and safe storage whilst the Insurer's investigations are carried out.
7. At the request of the Customer, We can sub-contract the repair work that We are to carry out to a repairer of their choice. This may lead to delays in arranging the repairs.
8. If We consider the Customer Vehicle is beyond economical repair as a result of an accident or incident covered by this insurance, subject to Clause 9 below We will provide the registered owner of the Customer Vehicle with settlement of its Market Value up to the Vehicle limit value shown in the policy and subject to the Limit of Coverage after deducting the applicable Excess(es).

9. Our obligation to repair the Customer Vehicle shall be limited to the cost calculated by applying the proportion that the value of the repair service that We are to provide bears to the Market Value of the Customer Vehicle or the Limit of Coverage less the applicable Excess(es).
10. If the Customer Vehicle is stolen and not recovered, subject to Clause 9 below We will provide the registered owner of the Customer Vehicle with its Market Value at the date it was stolen subject to the Vehicle limit shown in the Schedule after deducting the Excess.
11. If to the Insurer's knowledge a Customer Vehicle is the subject of a finance hire purchase or leasing agreement and the Insurer decides to make a monetary settlement in place of repairing the loss or damage because the Customer Vehicle is beyond economical repair; or We decide to make a monetary settlement because the Customer Vehicle is stolen and not recovered, then any settlement made will be used to discharge sums owed to the hire purchase company or leasing company, bank or other lenders first, less the applicable Excess(es). If the settlement amount under the agreement is less than the sum due under the policy, We will settle the difference with the legal owner of the Customer Vehicle.
12. Our liability will be limited in respect of any lost or damaged part unobtainable from stock in the United Kingdom to the cost of such part shown in the last price list issued by the manufacturer for use in the United Kingdom.
13. If We settle the Market Value of the Customer Vehicle or the Limit of Coverage in settlement of a claim under sections D1 and / or D2:
  - a) You or the legal owner of the Customer Vehicle must send Us the Vehicle Registration Document and any current test certificate.
  - b) The Customer Vehicle will become Our property.
  - c) If the Customer Vehicle is damaged when being driven in the process of servicing or repairing, this policy will provide cover so long as the vehicle is roadworthy at the time of the incident and the person driving the Customer Vehicle holds a full UK driving licence and is listed in the Schedule as entitled to drive.
14. Section D shall be inoperative unless it is shown as operative in the Schedule.
15. The Maximum Liability of the Insurer in respect of the liability under this Section for any Vehicle belonging to any spouse, director Employee or relative of the Policyholder, or belonging to any driver named on the policy which is in the care of the Policyholder for the purpose of repair, service, overhaul, maintenance, inspection, alteration, cleaning or storage and provided such Vehicle is not otherwise excluded, will be limited to and shall not exceed the Limit of Liability applicable to Section D shown in the policy less any other settlements made or to be made by the Insurer in respect of liability under Section B. This provision Us also subject to General Condition 3 and only if Section D is operative.

**What is not covered in Section C and D?**

**See also Section K – General exclusions**

Section C and D does not cover loss or damage in respect of an Insured Vehicle or Customer Vehicle as follows:

1. In respect of each and every claim, the applicable Excess(es) as noted in the Schedule.
2. Loss of use, depreciation or wear and tear.
3. Damage to tyres unless caused by an accident which is covered by this insurance.

4. Defective workmanship or any damage caused whilst working on an Insured Vehicle or Customer Vehicle by the Policyholder or any person acting on the behalf of the Policyholder.
5. Any pre-existing damage.
6. Theft of Accessories and/or Parts unless stolen with the Vehicle itself.
7. Loss or damage resulting from theft or attempted theft by any Employee of the Policyholder or any other person as described in the Schedule.
8. Loss or damage caused by a person who obtained access to an Insured Vehicle or Customer Vehicle by fraud or deception.
9. Loss or damage whilst being towed, lifted or transported where such movement is for Hire and Reward unless the relevant extension is showing as operative in the Schedule.
10. Any Storage Charges.
11. Trailers unless the relevant extension is showing as operative in the Schedule.
12. Resulting directly or indirectly from fragmentation of any pressure vessel mounted or carried in or on an Insured Vehicle or Customer Vehicle.
13. Loss of or damage to an Insured Vehicle or Customer Vehicle as a result of mechanical, electrical, electronic, computer or software breakdowns, failures, faults or breakages.
14. Loss or Damage to an Insured Vehicle or Customer Vehicle which has not been notified to the Insurer within the required timeframe as noted in the Endorsement MTPC01.
15. Agricultural Machinery or Contractors Plant.
16. The Excess or 25% of the loss but no more than £2,500 (plus any additional Excesses as stated in the Schedule) in respect of any Insured Vehicle which is a kit car or kit Motorcycle or any other Vehicle manufactured and sold for assembly by a third party.
17. Exceeding the Vehicle value limit as noted on the Schedule.
18. On or within a 100 metre radius of any Trade Premises where the Policyholder operates from said premises as noted in the Schedule unless Endorsement MTC08 is active on the policy.
19. Through the operation of a contract or agreement, unless such liability would have attached in the absence of such an agreement.
20. Customer Vehicles in relation to Section C.
21. Insured Vehicles in relation to Section D.
22. Any Accessories and Parts not fitted as standard by the manufacturer of the Insured Vehicle or Customer Vehicle.
23. Frost Damage.
24. The costs for replacement locks, keys or electronic systems as a result of damage to or loss or theft of an Insured Vehicles or Customer Vehicles keys.
25. Windscreen, sunroof, panoramic windscreen unless the appropriate extension is shown in the Schedule.
26. Any loss and / or damage to any vehicle belonging to any director, relative or Employee of the Policyholder under Section D.
27. Damage or loss due to the use of the wrong fuel or lubricants, or contaminated fuel.
28. Damage, loss or unauthorised use when:
  - a) The keys (or other form of vehicle entry device) have been left in the Vehicle; or
  - b) The Vehicle has a keyless entry system and You have not switched off the function overnight.

## Section E – No Claims Discount

The maximum No Claims Discount We accept is 5 years. If, during the period of one policy year, one claim is assessed as being a fault or Split Liability claim, Your no claims discount will be reduced as shown in the below table. You will not earn any No Claims Discount for the policy year in which the claim occurs.

If You have protected Your No Claims Discount. Your No Claims Discount will not be affected as long as no more than 2 claims are assessed as fault or split liability within the period of two policy years. You will not earn any No Claims Discounts for any year in which a fault or split liability claim has occurred. In the event that any further fault or Split Liability claims arise within the two year period, Your no claims discount will be reduced as shown in the below table for each subsequent fault or Split Liability claim:

NCD	NCD after each fault or split liability claim
0yr	0yr
1yr	0yr
2yrs	0yr
3yrs	1yr
4yrs	2yrs
5yrs	3yrs
5yrs +	3yrs

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

## Section F – European use

1. Provided that the Vehicle being used is permanently owned by You and registered as such on the Motor Insurance Database (MID), and subject to You notifying Us in advance of Your trip and providing Us with a copy of the V5 registration document for the vehicle, We will cover Your Vehicle for social, domestic and pleasure use only. We will provide You with the minimum level of cover required by law, unless expressly agreed by Us, for Your permanently owned and registered Vehicle in any country which:
  - a) Is a member of the European Union. Current members (other than the UK) are:

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

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, Iceland, Monaco, San Marino, Vatican City, Serbia, Gibraltar and Liechtenstein. The Certificate of Motor Insurance takes the place of an International Motor Insurance Card (Green Card).
2. If the compulsory insurance requirements of the country in which the incident occurs (being a country identified in clause 1 a) or b)) requires a higher minimum level of cover than is provided by Section B – Claims by third parties, We will provide the minimum level of cover required by that country.
3. This policy does not provide cover for any Customer Vehicle or any vehicle temporarily owned in the course of Your Business which is taken outside of the Territorial limits by the Policyholder or any driver named in the Schedule.
4. Cover is strictly for social domestic and pleasure purposes only. Business Use is not permitted outside the Territorial Limits.
5. We may agree to provide You with the same level of insurance cover You have in the UK on a weekly basis, up to a maximum of 28 days, subject to:
  - a) Prior notice of at least 48 hours is given before using the Insured Vehicle abroad; and
  - b) An additional premium being paid.
6. If the law of a foreign country covered by this insurance requires Us to settle a claim We would not otherwise be liable to cover, We may recover the amount of the claim from You or the person the claim was made against.

## Section G – Medical expenses

1. We will cover medical expenses up to £100 for each occupant of the Insured Vehicle or Customer Vehicle injured in an accident covered by this policy unless those costs are paid under any other motor insurance policy or any other section of this policy.
2. If You hold comprehensive cover, We will cover 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.
3. The maximum We will cover in respect of medical expenses for any one accident covered by this policy is £400.

## Section H – Repair plus

### What is covered

1. In the event that;
  - a) You, when driving the Insured Vehicle or Customer Vehicle, or
  - b) any person driving the Insured Vehicle or Customer Vehicle with Your permission who is named in the Certificate of Motor Insurance and insured by this policy, or
  - c) an Insured Vehicle or Customer Vehicleis involved in an accident or incident with a car or vehicle which is driven by a third party who;
  - a) can be traced, and
  - b) has valid and current insurance to drive the third party vehicle, and
  - c) this accident or incident causes damage to the Insured Vehicle or Customer Vehicle,

Then, if We decide that;

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

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

### Conditions applicable to Section H

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

## What is not covered

### See also Section K - General exclusions

1. Where We have agreed to handle Your claim under Section H of this policy, We will not provide cover if it subsequently transpires that in Our sole opinion, You or any person driving the Insured Vehicle or Customer Vehicle with Your permission, who is named in the Certificate of Motor Insurance and insured by this policy were/are at fault in any part for the accident or incident. We will pay for any repairs already performed or irrevocably contracted to be performed prior to it becoming clear to Us that You are at fault, unless condition 2 applicable to Section H – Repair plus applies.
2. Repairs or replacements which improve the Insured Vehicle or Customer Vehicle or Accessories beyond their condition before the damage occurred. If it is necessary to make improvements to the Insured Vehicle or Customer Vehicle or Accessories by repair or replacement, You will be required to make a contribution to the cost of repair or replacement (betterment).
3. Loss of or damage to a trailer or goods inside or attached to a trailer.
4. Loss of value even if it results from damage covered by this policy.
5. The cost of alternative transport (including hire vehicle costs) or compensation for You being unable to use the Insured Vehicle or Customer Vehicle or any consequential losses (including loss of profits or hire charges) incurred by You or anyone insured under this policy.
6. The extra cost of obtaining replacement parts which are not readily available in the UK. This includes increased repair and replacement part costs due to non-availability and / or waiting time and any additional storage costs.
7. Any amount more than the last known list price of any part which is no longer available.
8. Loss or damage to the Insured Vehicle or Customer Vehicle when it is being used for any criminal purpose except for minor driving offences.
9. Loss of or damage to the Insured Vehicle or Customer Vehicle whilst the driver is under the influence of, or is affected by the use or consumption of:
  - a) Alcohol
  - b) Illegal drugs, or
  - c) Medication (prescribed or otherwise, where the driver has been advised or instructed not to drive whilst taking that medication, including but not limited to instruction/guidance provided in information leaflets accompanying medication).
10. Any claim arising as a result of an act of Terrorism or attempted Terrorism or attempts to avoid or escape acts of Terrorism / attempted Terrorism other than as required by the Road Traffic Acts.



# Section I - General conditions

These general conditions apply to all sections of this insurance. If You do not comply with the general conditions, We may:

1. Cancel Your policy,
2. Refuse to deal with Your claim,
3. Reduce the amount of any settlement under the policy,
4. Vary the premium and terms of Your contract at renewal,
5. Seek to recover any settlement made to You that was not due under the terms and conditions of this policy,
6. Void Your policy from inception.

## Your duties

We will only provide insurance if:

1. Any person insured by this insurance has complied with all the conditions in this contract and in the Schedule.
2. You and anybody left in charge of an Insured Vehicle or Customer Vehicle have taken all reasonable steps to prevent loss of or damage to it.
3. You and anybody in charge of an insured Vehicle or customer vehicle maintain the Vehicle(s) covered under this policy in an efficient and roadworthy condition and comply with all statutory regulations and Vehicle licensing authority regulations regarding its use, and road worthiness. A valid MOT should be in place if required.
4. The information given in the proposal form or statement of fact and declaration and at each renewal is, as far as You know, correct and complete.
5. The information provided when making any claim under the policy is true to the best of Your knowledge.
6. You notify Your Agent as soon as possible if there is any change in circumstances or to the material facts previously disclosed by You to Us whenever changes are made at Your request and at each Renewal. Examples of material changes include, but are not limited to:
  - a) A change to the Insured Vehicle(s) (including adding extra Vehicles).
  - b) A change to any vehicles for sale or Customer vehicles in Your possession for longer than the respective periods as stated in Endorsement MTPC01, shown on Your schedule.
  - c) All changes made to an Insured Vehicle if they make it different from the manufacturer's standard specifications (even if the changes are purely cosmetic).
  - d) A change of Your address.
  - e) Change to Your contact details i.e. contact telephone number or email address.
  - f) A change of Business description.
  - g) A change in the purpose for which Vehicles are used.
  - h) A change in Employees.
  - i) You or any specified driver passing Your driving test if a provisional driving licence was held at inception of the insurance.
  - j) Changes to the Endorsements required.
  - k) Motoring convictions.

- l) Details of medical conditions which may affect the ability of anyone listed on the policy as insured to drive. These include, but are not limited to diabetes, epilepsy or a heart condition.
  - m) Changes to the information provided in the proposal form or statement of fact may result in amendments to Your cover or premium, for example:
    - i. We may apply additional terms or restrictions to Your policy.
    - ii. If You make an adjustment to Your policy during the Period of Insurance which results in an increase in Your premium, any outstanding premium due will be calculated by Us on a pro rata basis.
    - iii. If You make an adjustment to Your policy during the policy period which results in a decrease in Your premium, the refund of premium due to You will be calculated by Us on a pro rata basis. Any refund will be issued to Your agent. If at the time of the adjustment You or a third party has made a claim or reported an incident which may give rise to a claim under this insurance policy, We will retain the whole Premium whilst the claim is in the process of being settled. The claim will be settled for the purpose of this section when a final settlement is made by Us or when We receive notification that a claim by You or a third party will not be pursued further.
- If settled as a fault claim and We have incurred costs as a result then no refund of premium will be given.
- iv. If You request a change which falls outside of the policy acceptance criteria, We may cancel Your policy in accordance with the terms set out in Section J – Cancellation.
7. You allow Us to examine an Insured Vehicle or Customer Vehicle at any reasonable time, if requested.
  8. 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.
  9. All Vehicles are listed on the Motor Insurers Database (MID) within the required time scales as noted in the Endorsement MTPC01.

**Fair presentation of the risk**

At inception, renewal, and whenever changes are made to it at Your request You must disclose all material facts in a clear and accessible manner and not misrepresent any material facts, and ensure You have carried out reasonable searches to obtain all relevant information about the risk.

### **Limit of Coverage**

#### **Operative Section B**

The limits shown in the Schedule under Section B apply to any one claim or series of claims arising from one cause and is the maximum the Insurer will pay to any third party during the Period of Insurance.

#### **Operative Section C or Section D**

Where a claim arises and is the subject of cover under either (but not both) Section C or Section D the total amount payable by the Insurer before deduction of any Excess shall not exceed the amount shown in the Schedule as the Limit of Coverage for the applicable Section C or D or the Maximum Liability shown in the Schedule whichever is the lower amount subject to deduction of any applicable Excess.

Where a claim arises and is the subject of cover under Section C or D notwithstanding the individual Section C or D limits stated in the Schedule the total amount payable by the Insurer shall not exceed the Maximum Liability shown in the Schedule subject to the deduction of any applicable Excess.

The Insurer shall not cover the Policyholder under Section C or D unless the section is shown as operative in the Schedule.

### **Directors relatives and employee vehicles**

Directors relatives and Employee Vehicles are excluded from cover except when they are in the care or control of the Policyholder for the purpose of repair, service, overhaul, maintenance, inspection, testing, alteration or storage in line with the Policyholders Business. The subject Vehicle must be insured by the director, partnership or limited company and be notified to the Motor Insurers Database.

### **Claims notification and co-operation**

1. You must report any claim, accident or loss to Us regardless of fault within 24 hours and assist with Our enquiries at all times.
2. You must report any theft, attempted theft or malicious damage relating to an Insured Vehicle, Customer Vehicle or other property to the police and obtain a crime reference number.
3. Following any occurrence which may give rise to a claim under this policy You must immediately notify Us by telephone using the contact details in the Schedule to provide preliminary information about the loss or damage. This will include:
  - a) Your contact details and details of anybody else in the Vehicle at the time of the incident.
  - b) Details of convictions and outstanding penalty points.
  - c) Your policy number.
  - d) Information about the Insured Vehicle or Customer Vehicle involved and details of the incident.
  - e) Details of any witnesses.
  - f) Details of other parties involved in any accident, any injuries suffered by them and any damage caused to their Vehicle.
4. If You fail to assist with Our enquiries or report a claim within 24 hours, We may refuse to settle Your claim except as required by The Road Traffic Acts. We will also charge You a late reporting Excess as noted in Your Schedule.

5. Where, at Your request or that of the owner of a customer vehicle, We agree to sub-contract any of our repair services to a sub-contractor of Your choice, or where, at our discretion, We agree to settle Your claim by making a monetary payment, We will not accept responsibility for the cost of repairs or replacements which are not authorised in advance by Us. 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.
6. You must telephone Us immediately if:
  - a) You receive any letter or other documents about the incident.
  - b) You become aware that anyone insured under this policy may or will be, prosecuted or if there is going to be an inquest or fatal accident inquiry as a result of an incident covered by this insurance.
7. You become aware that a civil claim may or will be made against anyone insured by this policy arising out of an incident covered by this insurance. You must not answer any letters or proceedings without Our written permission.
8. If We have to make settlement of an additional amount following a claim under this insurance because of Your delay in providing Us with information or otherwise cooperating 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.

9. Where We or another repairer carry out work on the Insured Vehicle, parts and accessories, including green recycled parts, that are not made or supplied by the vehicle manufacturer but are of similar type and quality, may be used.

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

1. We are entitled to take over any third party claim against You (or any other person claiming under this policy) and to conduct the defence or settlement of any such third party claim in Your name or the name of any person claiming under this policy.
2. We are entitled to instruct solicitors of Our choice to act for You in any civil or criminal claim against You or any person claiming under this policy. We will have full control over any legal proceedings brought against a third party.
3. 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.
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. 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.

6. The Trade Market Value of an Insured Vehicle will not be decided by a barrister but by reference to the Glass's Guide trade value. Vehicle condition, mileage and use will also be taken into consideration when assessing the value of an Insured Vehicle. If no Glass's Guide value exists, We will use market research, the open market, auction site data and various other available publications to assist in sourcing a Trade 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.
7. The Market Value of a Customer Vehicle 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 a Customer Vehicle. 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.
8. Where We agree to handle Your case as a Non Fault Accident We will repair Your Car and We will handle all aspects of the claim on Your behalf, subject to the provisions set out in Section H – Repair plus.

#### **Our Right of Recovery**

1. For the avoidance of doubt, the cover provided by the policy meets the requirements of the provisions of the Road Traffic Acts and to the extent more limited cover is provided by any provisions under this policy the minimum cover required under the Road Traffic Acts will apply, but this is subject to Our right of recovery referred to in clause 2 below.

2. If, under the law of any country this policy covers You in, We must settle a claim for which We would not otherwise provide cover, We may recover any claim settlement from You or from the person who the claim was made against.

#### **Fraud**

1. If You or anybody insured by this policy makes a claim knowing it to be fraudulent, false or exaggerated, provides false documents or makes false statements in support of a claim, this insurance will be void and all claims will be forfeited.
2. In the event of fraud, We will retain all premiums paid.
3. If any fraud is perpetrated by or on behalf of an insured person and not on behalf of You this condition should be read as if it applies only to that insured person's claim and references to this policy should be read as if they were references to the cover effected for that person alone and not to the policy as a whole.

#### **Other insurance**

1. Where a claim under this policy is also covered by another insurance policy, We will only settle Our share of the claim.
2. If a person other than the Policyholder or a Specified Driver is driving an Insured Vehicle or Customer Vehicle and is covered by other insurance for claims by third parties, no settlement for those claims will be made under this policy.

3. If You have separate insurance cover for losses which are not insured under this policy, You must tell Us about any settlements You receive which are connected with any claim under this insurance. You must also tell Us about any claim Your other Insurers bring for recovery and of sums paid by them.

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

No person, persons, company or other party not named as insured in the 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.

**Assignment**

This policy is a contract personal to You and may not be assigned or transferred in any circumstances.

**Average (Underinsurance)**

If, at the time of loss or damage, the Limit of Coverage as shown in the Schedule is less than the value, then the amount payable by Us in the event of a claim will be proportionally reduced.

## Section J - Cancellation

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

### **If You decide to cancel:**

2. You may cancel this insurance at any time by contacting Us either directly or via Your Agent or broker, requesting Your policy to be cancelled. You will not be insured from the date of cancellation. Should You produce a cancelled Certificate of Motor Insurance with the intention of deceiving any person into accepting it as genuine, You may be prosecuted.
3. If You have an Agent, We will refund any premium to Your Agent.

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

4. We or Your Agent may cancel the insurance by sending 7 days notice of cancellation to the email address held on file by Us or Your Agent, or Your last known postal address (where We are unable to locate a valid email address). In the case of Northern Ireland the notice will also be sent to the Department of Environment, Northern Ireland. You will not be insured from the 8th day after the notice is issued to You. The notice will provide an explanation as to why Your policy is being cancelled.
5. We will refund the part of Your Premium according to the number of days remaining from the date of cancellation until the end of the Period of Insurance, subject to the status of any claims made on Your policy, as outlined in section 1.
6. If You have an Agent, any refund will be sent to Your Agent.

### **Cancellation with immediate effect / voidance**

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

1. Deliberately or recklessly telling Us something which is untrue or misleading in response to any question We ask You when applying for, amending or renewing Your policy.
  2. Carelessly misrepresenting relevant information which, if correctly represented at the time of applying for, amending or renewing Your policy would have caused Us to decline You for cover.
  3. Where We have evidence of fraud or dishonesty.
  4. Where We have evidence of abusive or threatening behaviour.
  5. Where You have not paid the premium or You administer a 'chargeback' on Your policy premium.
  6. If You are in breach of any of the Terms, Exceptions, Exclusions, Conditions or Endorsements of Your policy.
- Where fraud is identified, We may retain all premiums paid.



## Section K - General exclusions

These exclusions apply to the whole of Your policy:

1. Your insurance does not cover any loss, damage or liability arising, and Your policy may be cancelled, if an Insured Vehicle or Customer Vehicle is being:
  - a) Driven by or in charge of anybody who is not named in the Certificate of Motor Insurance as a person entitled to drive unless the Insured Vehicle or Customer Vehicle was stolen or taken without the Policyholder's permission and has been reported as such to the Police. You must provide Us proof of prosecution or ongoing investigation.
  - b) Driven by or in charge of anybody who is not named in the Certificate of Motor Insurance as a person entitled to drive unless You have requested demonstration cover and it is specifically included in the Endorsements section of Your schedule in which case We will provide cover for an Insured Vehicle being driven by a driver not named on this policy for the purpose of demonstration in the course of prospective purchase of the vehicle, provided they meet the criteria set out in the Endorsement.
  - c) Driven by anyone (including You) who You know is disqualified from driving, or does not hold a licence to drive an Insured Vehicle or Customer Vehicle, or is prevented by law from holding a licence.
  - d) Used for a purpose that involves criminal activity (other than minor motoring offences).
  - e) Used in or on restricted areas of airports or airfields. We will not provide cover for any claim concerning an aircraft within the boundary of the airport or airfield.
  - f) Used for purposes other than those in the Limitations as to use section of the Certificate of Motor Insurance.
  - g) Used to carry a load which is not properly secured, more than it was constructed to carry or more than the maximum capacity.
  - h) Used to carry dangerous substances, goods or Hazardous Loads or inflammable liquids or gasses in bulk.
2. No cover will be in place for the recovery of any Vehicle from a police or government impound unless explicitly authorised by Us.
3. We will not cover any costs You have accepted under an agreement or contract unless You would have had to cover those costs even if the agreement did not exist.
4. We will not provide cover for deliberate loss or damage caused by anybody insured by this policy.
5. We will not provide cover for recovery of vehicles from a Police impound unless the vehicle was owned by the Policyholder and listed as insured under this policy on the Motor Insurance Database at the time it was impounded.
6. We will not cover any liability, loss, damage, cost or expense insured by another policy.

7. We will not cover any claim for loss, damage or liability, and Your policy may be cancelled, if:
  - a) You use an Insured Vehicle or Customer Vehicle at a motor racing track or at an off-road 4x4 even or on the Nurburgring Nordschleife.
  - b) You use an Insured Vehicle or Customer Vehicle for racing, rallies, speed trial or endurance tests.
  - c) You exceed the seating capacity of any Vehicle.
  - d) An Insured Vehicle or Customer Vehicle is used for Hire and Reward.
  - e) Except as provided by Section F, any liability, injury, loss or damage whilst an Insured Vehicle is outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.
8. We will not provide repair services or pay for loss, damage or injury caused (directly or indirectly) by war, (regardless of whether or not war has been declared), civil war, rebellion, revolution, or military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property or under the order of any government or public or local authority. Nor will We pay for loss, damage or injury arising from attempts to control or prevent these causes. However, We will provide cover required by the Road Traffic Acts and by the minimum insurance requirements of any foreign country which We have agreed to extend this insurance to cover. (Please see Section F).
9. We will not provide repair services or cover for any loss or damage (whether direct or indirect) or liability caused by, contributed to or arising from earthquake, riot or civil commotion (except where We need to provide cover to meet the minimum insurance required) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste, or from the combustion of nuclear fuel, the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of it, or pressure waves caused by aircraft and other flying objects.
10. We will not provide cover for any proceedings or judgment against You in any court outside the United Kingdom, unless they arise out of an Insured Vehicle 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 provide repair services or cover for any liability, loss, damage, cost or expense if We consider that the driver of an Insured Vehicle or Customer Vehicle was under the influence of, or is affected by the use or consumption of:
  - a) Alcohol
  - b) Illegal drugs, or
  - c) Medication (prescribed or otherwise, where the driver has been advised or instructed not to drive whilst taking that medication, including but not limited to instruction/guidance provided in information leaflets accompanying medication).

12. We will not provide repair services or cover for any liability directly or indirectly caused by resulting from or in connection with any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, except to the extent that it is necessary to comply with the minimum requirements of the law relating to compulsory insurance.
13. We will not provide repair services or cover for loss or damage to any equipment, integrated circuit, computer chip, and computer software or any other computer related equipment caused by computer failure, computer error, malfunction, or a corruption or harmful unauthorised code that is maliciously or accidentally introduced to propagate a computer system.
14. We will not provide cover for any loss, damage, liability, cost or expense of any kind, directly or indirectly caused by or resulting from wear and tear, depreciation, corrosion, rusting, or any other gradually operating cause or the process of cleaning, repair, alteration, renovation, restoration or anything reaching the end of its serviceable life.
15. We will not cover loss and / or damage to any Vehicle other than vehicles registered on the Motor Insurance Database as the Policyholders own permanently owned personal vehicle, which must be registered in the name of the Policyholder, whilst:
  - a) In or on the Trade Premises; or
  - b) On a Road at or within 100 metres of the Trade Premises unless the Endorsement MTC08 is active on the policy.
  - c) Arising from the loading or unloading of an Insured Vehicle or Customer Vehicle.
16. We will not provide repair services or cover for any liability directly or indirectly caused by resulting from or in connection with pollution or contamination unless the pollution or contamination rises directly from an incident which is covered under the terms of the policy.
17. Motorcycles are specifically excluded from this policy unless otherwise stated in the Schedule.
18. There is no cover under Section C or Section D of this policy for Vehicles consigned to the Policyholder except:
  - a) Vehicles consigned to the Policyholder by the Vehicle manufacturer.
  - b) Vehicles consigned to the Policyholder by the Vehicle manufacturer's main agent within the Territorial Limits.
19. We will not provide cover to secure the release of any motor trade vehicle seized by or on behalf of any government or public authority which is not Your property or in Your custody or control at the time of seizure.
20. The VAT payable on the cost of repairs, replacement goods or any monetary settlement made by Us if You are VAT registered and entitled to recover the VAT.

# Important information

## WHO ARE WE?

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

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

## How We will use Your personal data To manage Your insurance with Us

This may include sharing Your personal data with:

1. Your Agents to process and administer Your insurance. As part of Your Agents processing they may carry out checks with credit reference and fraud prevention agencies in order to verify Your identity, assess Your application for a quotation or credit and offer You the best terms. The checks may be against both public data (such as information from the electoral roll) and private data (such as Your credit history). A record of the search will appear on Your credit report. As part of the quote process, Your Agent may exchange information with various industry databases in order to verify the information that You have provided such as the Claims and Underwriting Exchange (CUE), the Hunter Database, the Motor Insurance Anti-Fraud and Theft Register or the No Claims Discount Database. Your Agents may also carry out checks against data they already hold on You such as data from existing products or account data. They may use this data to help them assess and rate Your application for a quote and determine Your premiums.
2. Subcontractors and service providers to process Your personal data and provide services on Our behalf.

3. Our Appointed Claims Handlers to manage claims under Your insurance.
4. Industry Regulators to monitor and enforce Our compliance with any applicable regulations.
5. Other Insurers, if You move to a new insurer We may confirm certain details about Your insurance to them. We will only confirm details to genuine organisations. Any requests for policy information by an individual other than the insured will require permission from the insured to do this.
6. Third parties involved in a claim, including their insurer, solicitor, or representative.
7. The Compensation Recovery Unit, Department for Work and Pensions, and National Health Service in relation to a claim.
8. The Financial Ombudsmen Service, if You make a complaint about the service We have provided.
9. The Motor Insurance Anti-Fraud and Theft Register and to the Claims and Underwriting Exchange Register, which are both administered by Motor Insurance Bureau (MIB).
10. The DVLA, Your Driving Licence Number may be provided to the DVLA in order for a search to be carried out to confirm Your licence status, entitlement and relevant restriction information and endorsement/conviction data. Searches may be carried out as part of Your quote and at any point throughout the duration of Your insurance policy. A search with the DVLA will not show on Your driving licence record. For details relating to information held about You by the DVLA, please visit [www.dvla.gov.uk](http://www.dvla.gov.uk). Undertaking searches using Your driving licence number helps insurers check information to prevent fraud and reduce incidences of negligent misrepresentation and non-disclosure.
11. The Motor Insurance Database (MID); information relating to Your insurance policy will be added to the Motor Insurance Database (MID) managed by the Motor Insurers' Bureau (MIB) and the Motor Insurers' Information Centre (MIIC). MID and the data stored on it may be used by certain statutory and / or authorised bodies including the Police, the DVLA, the DVLNI, Highways England, Anti-Fraud Organisations, the Insurance Fraud Bureau, any other third party who is authorised by the MIB or MIIC to have access for the purpose of checking motor insurance details of individuals for the detection and prevention of crime, and other bodies permitted by law for purposes not limited to but including:
  - a) Electronic Licencing;
  - b) Continuous Insurance Enforcement;
  - c) Law enforcement (prevention, detection, apprehension, and/or prosecution of offenders);
  - d) The provision of government services and other services aimed at reducing the level and incidence of uninsured drivers.

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

**Administration**

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

**Telephone Calls**

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

**Market Research/Data Analysis**

To help improve Our services We, Your Agents and recipients of Your Personal Data may also use Your Personal Data for the purposes of marketing research and data analysis. This helps to develop and improve the products and services that are offered.

**Complaints**

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

**To prevent and detect fraud**

Before We provide services, goods or financing to You, We undertake checks for the purposes of preventing fraud and money laundering, and to verify Your identity. These checks require Us to process personal data about You. The personal data You have provided, We have collected from You, or We have received from third parties will be Used to prevent fraud and money laundering, and to verify Your identity.

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

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

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

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

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

A record of any fraud or money laundering risk will be retained by the fraud prevention agencies, and may result in others refusing to provide services, financing or employment to You. If You have any questions about this, please contact Us on the details below.

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

### **Your Rights**

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

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

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

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

### **Information Commissioner's Office**

**Wycliffe House  
Water Lane  
Wilmslow  
Cheshire  
SK9 5AF  
[www.ico.org.uk](http://www.ico.org.uk)**

### **Gibraltar Regulatory Authority**

**2nd Floor Eurotowers 4  
1 Europort Road  
Gibraltar  
[www.gra.gi](http://www.gra.gi)**

### **COMPLAINTS**

We're committed to providing You with a first class service but We recognise that there may be an occasion when You feel We may not have done this and You wish to make a complaint. We will always try to resolve any complaint speedily and at the earliest possible stage.

If You are not satisfied with the service provided by Your Agent, please contact them. If You are not satisfied with Our service please contact Us straight away by calling Us on **0345 0920704** or by emailing **[complaints@haven.gi](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  
No.1 Grand Ocean Plaza  
Ocean Village  
Gibraltar  
GX11 1AA**

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

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

**Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR  
Telephone: 0800 0234567  
[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)**

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

## **PREMIUM PAYMENTS**

1. You may pay for Your policy either annually, or Your Agent may be able to offer You a payment plan by monthly direct debit.
2. We may at Our option deduct any outstanding premiums due from any claims entitlement due in respect of a loss under this policy.

### **Unusual circumstances**

1. If an Insured Vehicle or Customer Vehicle is deemed by Us to be Beyond Economic Repair before You have paid all monthly instalments, the outstanding premium will be deducted from any payment to Your Vehicle's owner under this insurance.
2. Any extra premium arising from changes to this insurance must be paid immediately. Your Agent may be able to offer You a monthly payment plan.



# CLAIMS PROCESS REMINDER

IF YOU ARE INVOLVED IN AN ACCIDENT YOU SHOULD:

## 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.)

NEVER ADMIT LIABILITY at the scene of the accident.

TAKE NOTE OF ANY REGISTRATION NUMBERS & makes/models of any vehicles involved.

## TAKE PICTURES (use your phone)

If safe to do so, photograph the vehicles, registration numbers, any passengers and the scene of the accident.

IF ANY PARTY IS INJURED, CALL 999 (Police & Ambulance).

Any accident/incident which may give rise to a claim on this policy must be reported to us within 24 hours of occurring on: 0345 092 0700 OR text "CLAIM" to 83118.

**WE WILL DO THE REST!**



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# HAVEN INSURANCE

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

**HAVEN INSURANCE COMPANY LTD.**

**Registered office:**

No.1 Grand Ocean Plaza, Ocean Village,  
Gibraltar, GX11 1AA

**Registered number: 85914**