

Motor Fleet

Policy



All information in this document is correct at the time of printing (August 2016), for full up to date information please visit our website

coveainsurance.co.uk



Thank you for choosing Covéa Insurance.

This is **Your** Motor Fleet **Policy**. It sets out the details of **Your** insurance contract with Covéa Insurance.

Your premium has been calculated upon the information shown in the **Policy Schedule** and recorded in **Your Statement of Fact**. Please read the **Policy** and **Schedule** carefully to ensure that cover meets **Your** requirements.

Please contact **Your** insurance broker if **You** have any questions or if **You** wish to make adjustments.

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Helplines

Covéa Insurance Commercial Care Line

(Other than Section 8: Legal Expenses)

For claims conditions and **Our** requirements for making a claim, please refer to Page 10 of this document.

In the event of an incident involving a vehicle covered by this **Policy**, telephone the **Covéa Insurance Motor Fleet Careline** on **0330 024 2230** as soon as possible. **Our** Motor Fleet team will record the details of the incident and advise **You** of the next steps in the process.

Please provide **Us** with the following information:

- **Policy** Number, **Your** name, driver's name
- Vehicle make, model and registration number
- Nature of incident
- Name and address of the other driver, their insurance company, policy number and car registration number
- Police incident number if applicable (this is a requirement for malicious damage and or theft claims)
- Accident police reference number (if police attended the scene)

What should I do in the event of an accident?

- Do get as much information as **You** can as soon as possible.
- Do ask the other drivers involved for their names, addresses and telephone numbers.
- Do ask for the name of their insurers and if possible their policy or certificate number.
- Do send **Us** any letters or documents **You** receive in connection with the accident before **You** reply to them.
- Do make a note of the vehicle registration numbers, along with the make, model and colour of the other vehicle/s involved. Also note all the relevant details such as weather conditions.
- Do make a note of any injuries or damage to other property.
- Do make a note of the number of passengers in the other driver's vehicle.
- Do ask for the names and addresses of any witnesses before they lose interest and leave the scene.
- If the police attend the scene, obtain the address of the police station and if possible their reference number.
- Do contact the **Covéa Insurance Motor Fleet Careline** on **0330 024 2230** as soon as possible to report the matter, **even if you don't intend to make a claim.**

- Don't discuss at the scene whose fault the accident seems to have been.
- **You** and any person, company or firm insured by this **Policy** must not admit liability for any loss or damage, or make any offer to pay any claim.
- Don't forget to record the details of damage caused to any property or injury to anyone involved.

What should I do if my vehicle is stolen?

- Call the police immediately and obtain a crime reference number
- Contact the **Covéa Insurance Motor Fleet Careline** on **0330 024 2230** to report the matter to **Us**
- If **Your Vehicle** has been stolen and not recovered **We** will need the following documents/items so please make sure **You** have these to hand:
 - Vehicle Registration Document (V5 or Log book)
 - Current MOT Certificate
 - Purchase Receipt
 - All sets of keys for the vehicle

If **Your Vehicle** is recovered at any stage, either before or after **We** have issued a settlement cheque, please contact **Us** immediately with details of its location. This will enable **Us** to move **Your Vehicle** to one of **Our** agents. Failure to do this may result in **You** becoming liable for any towing and storage charges.

Courtesy Vehicle

Where the **Insured Vehicle** being a **Private Car** or **Commercial Vehicle** (up to 3500 Kilograms Gross Weight), suffers loss or damage for which cover is provided by this **Policy**, **We** will provide a courtesy vehicle (a small category A car or a van being below 3500 Kilograms Gross Weight) for the duration of the period **Your Vehicle** is being repaired by a **Covéa Insurance** approved repairer subject to availability.

All courtesy vehicles will have Comprehensive cover under **Your Policy** for the period of the loan and will be subject to the **Policy** Terms, Conditions and Exclusions.

We will not provide a courtesy vehicle where **Your Vehicle** is a total loss, or where the Gross Weight is more than 3500 Kilograms.

Section 8: Legal Expenses Protection

Claims should immediately be reported to DAS Legal Expenses Insurance Company Limited:

Telephone: **0344 893 9329** as soon as possible after **Your** accident to speak a dedicated customer claims handler.

Helplines

continued

If **You** are calling outside of the UK, please phone [+44 29 2085 4069](tel:+442920854069).

If **You** are faced with a motoring prosecution, or a motor contract dispute, please phone [0344 893 9027](tel:03448939027).

If **You** are involved in an accident, remember to write down as many details as possible, including the names and addresses of anyone who may have seen the accident.

DAS Legal Expenses Protection is designed to help **You** if a motor accident was not **Your** fault and **You** have suffered an injury, need a replacement hire vehicle, or incurred other losses which are not covered under **Your** motor insurance **Policy**. It also provides defence against motoring prosecutions and assistance with contractual disputes relating to the **Insured Vehicle**.

Legal Expenses Protection Helpline

These Helpline services are provided by DAS Law Limited and/or a preferred law firm on behalf of DAS Legal Expenses Insurance Company.

Legal Advice Service

This will give **You** confidential legal advice over the phone on any personal legal issue, under the laws of any European Union country, the Isle of Man, the Channel Islands, Switzerland and Norway

Tax Advice Service

This will give **You** confidential advice over the phone on any tax matters affecting your business, under the laws of the United Kingdom.

Health and Medical Information Service

This will you give **You** information over the phone on general health issues and advice on a wide variety of medical matters. **We** can provide information on what health services are available in an **Your** area, including local NHS dentists.

These services are provided 24 hours a day, seven days a week, however they may need to arrange to call **You** back depending on **Your** enquiry. Please call [0344 893 9027](tel:03448939027).

Counselling Service

This will provide all **Your Employees** with confidential counselling service over the phone. This includes, where appropriate, referral to relevant voluntary or professional services. **You** will pay any costs for using the services to which they are referred.

This helpline is open 24 hours a day, seven days a week. To contact the counselling helpline, phone [0344 893 9012](tel:03448939012). These calls are not recorded. DAS will not accept responsibility if the Helpline Services fail for reasons they cannot control. Please do not phone these numbers to report a general insurance claim.

Customer Information

Registration and Regulatory Information

Insurance cover is provided by Covea Insurance plc. Registered in England and Wales No. 613259. Registered office: Norman Place, Reading, Berkshire RG1 8DA.

Covea Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. **Our** Firm Reference Number is 202277. **You** can check this on the Financial Services Register by visiting the FCA's website www.fca.org.uk/register or by contacting the FCA on 0800 111 6768.

The legal expenses cover under Section 8 is administered by DAS Legal Expenses Insurance Company Limited ('**DAS**'). Registered in England and Wales No. 103274.

Registered Office: DAS House, Quay Side, Temple Back, Bristol BS1 6NH

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, Reference Number 202106.

You can check the regulatory status of each firm on the Financial Services Register by visiting the FCA's website www.fca.org.uk/register or by contacting the FCA on 0800 111 6768.

The legal advice service is provided by DAS Law Limited. Registered in England and Wales, number 5417859.

Registered Office: North Quay, Temple Back, Bristol BS1 6FL

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority, registration number 423113.

You can check the regulatory status by visiting the SRA's website <https://www.sra.org.uk>.

How to make a Complaint Sections 1-7

It is always **Our** intention to provide a first class standard of service. However, **We** do appreciate that occasionally things go wrong. In some cases the broker who arranged **Your** insurance will be able to resolve any concerns, particularly if **Your** complaint relates to the way the **Policy** was sold, and **You** should contact them directly.

Alternatively, please contact **Us** using the following details, quoting **Your Policy** or claim number:

Customer Relations,
Covéa Insurance,
A&B Mills,
Dean Clough,
Halifax, HX3 5AX.
Telephone: 01422 286406
Website: www.coveainsurance.co.uk
Email: customer.relations@coveainsurance.co.uk

Full details of the Covéa Insurance Internal Complaints Procedure are detailed in **Our** leaflet 'Complaints Procedure' which is available on request or may be downloaded from **Our** website at www.coveainsurance.co.uk/complaints.

For complaints relating to Section 8 – Legal Expenses Protection

DAS Legal Expenses Insurance Company Limited always aim to give **You** a high quality service. If **You** think that **You** have been let down and **You** wish to raise a complaint please contact DAS:

Address:
Customer Relations Department
DAS House
Quay Side
Temple Back
Bristol
BS1 6NH
Telephone: 0344 893 9013
Email: customerrelations@das.co.uk

If **You** remain dissatisfied **You** may refer **Your** complaint to the Financial Ombudsman Service.

Financial Ombudsman Service

You may be eligible to refer **Your** complaint to the Financial Ombudsman Service. There are a few instances where they will not be able to assist and they will confirm if **Your** complaint is eligible when **You** contact them. Their contact details are:

Financial Ombudsman Service
Exchange Tower,
Harbour Exchange Square,
London E14 9SR
www.financial-ombudsman.org.uk
email: complaint.info@financial-ombudsman.org.uk

How to Cancel Your Policy

If **You** do not want to accept the **Policy** **You** have the right to cancel it within 14 days from the date of purchase of **Your Policy** or the day **You** receive **Your Policy** documentation, whichever is later. To do this **You** must give instruction to cancel to **Your** broker.

If cover has not yet started a full refund will be given. If cover has started **We** will refund the premium for the exact number of days left on the **Policy**, less an additional charge of **£25** plus the prevailing rate of Insurance Premium Tax as stated on **Your Policy Schedule**. No refund will be given if a claim has been submitted or if there has been any incident likely to give rise to a claim during the current **Period of Insurance**. **We** will also do this if **You** want to cancel the **Policy** within 14 days after the renewal date. **You** may cancel the **Policy** at any other time by giving instruction to **Your** broker.

If **You** cancel **Your Policy** after 14 days and a claim has been submitted or if there has been any incident likely to give rise to a claim during the current **Period of Insurance**, **We** will not refund any part of the premium. If **You** have a Loan Agreement with Covea Insurance, all outstanding monies must be paid to **Us** as described in **Your** Loan Agreement.

If no claims have been submitted and there have been no incidents that are likely to give rise to a claim during the current **Period of Insurance**, **We** will refund the premium for the exact number of days left on the **Policy** less an additional charge of **£25** plus the prevailing rate of Insurance Premium Tax as stated on **Your Policy Schedule**.

For **Our** rights to cancel **Your Policy** please see the Cancellation Condition on page 12 of this **Policy** document.

Financial Services Compensation Scheme

We and DAS Legal Expenses Insurance Company Limited are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to receive compensation from the scheme if **We** cannot meet **Our** obligations.

Further information is available from the Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU. www.fscs.org.uk

How We use Your Information

The personal information, provided by **You**, is collected by or on behalf of Covea Insurance plc and may be used by **Us**, **Our** employees, agents and service providers acting under **Our** instruction for the purposes of insurance administration, underwriting, claims handling and for research, or statistical purposes.

We may also share **Your** information with reinsurers and regulators, as required by law.

From time to time **We** may need to undertake some of the processing of **Your** data in countries outside of the European Economic Area, and in such cases **We** will ensure that there is an agreement in place which gives equivalent assurances as found in the Data Protection Act 1998.

We will not use **Your** information or pass it on to any other person for the purposes of marketing further products or services to **You**.

We will collect sensitive information when dealing with **Your Policy**, **We** will however only collect information that is relevant to **Your Policy**, its administration or claims handling.

Your personal information will be kept secure at all times.

Fraud Prevention and Detection

In order to prevent or detect fraud **We** will check **Your** details with various fraud prevention agencies, who may record a search. Searches may also be made against other insurers' databases. If fraud is suspected, information will be shared with those insurers. Other users of the fraud prevention agencies may use this information in their own decision making processes. **We** may also conduct credit reference checks in certain circumstances. **You** can find out further details explaining how the information held by fraud prevention agencies may be used or in which circumstances **We** conduct credit reference checks and how these checks might affect **Your** credit rating by contacting Covea Insurance plc.

Disclosure of Other People's Personal Information

You should show this notice to anyone whose personal information **You** provide to **Us**. **You** must ensure that any such information **You** supply relating to anyone else is accurate and that **You** have obtained their consent to the use of their data for the purposes set out above.

Your Rights

Under the Data Protection Act 1998 **You** have the right of access to the personal information held about **You** by Covea Insurance plc. **You** can exercise this right by contacting **Us**. **We** will make a charge of **£10** for dealing with these requests.

You have the right to request that **We** correct any inaccuracies in the personal information **We** hold about **You**. Please contact **Your** insurance broker, or Covea Insurance plc, if **Your** personal information needs updating.

Customer Information

continued

Consent

By providing **Us** with information, **You** also provide **Us** with **Your** consent and that of any other person whose information **You** provide, to the personal information being used for the purposes set out above.

How to Contact Us

If **You** would like some more detailed information on how **We** share **Your** personal information, please visit www.coveainsurance.co.uk/dataprotection

If **You** have any concerns about **Our** use of **Your** information please write to Customer Relations, Covéa Insurance, A&B Mills, Dean Clough, Halifax, HX3 5AX.

Telephone: 01422 286406. If **You** contact Covea Insurance plc by telephone **Your** call may be recorded for training and evidential purposes.

Motor Insurance Database

Information relating to **Your** insurance **Policy** will be added to the Motor Insurance Database (MID), managed by the Motor Insurers' Bureau (MIB). The police, the DVLA, the DVA, the Insurance Fraud Bureau and certain other authorised organisations may use the MID and the information stored on it for purposes including:

- electronic licensing;
- continuous insurance enforcement (to reduce the number of people driving without insurance);
- enforcing the law (preventing, detecting, cautioning or prosecuting offenders); and
- providing government services or other services aimed at reducing the number of uninsured drivers.

If **You** are involved in a road traffic accident (either in the United Kingdom, the EEA or certain other territories), insurers and the MIB may search the MID for relevant information.

People (including citizens of other countries) making an insurance claim following a road traffic accident (and their appointed representatives) may also get relevant information which is held on the MID. **You** can find out more about this from **Us**, or at www.mib.org.uk

It is vital that **Your** correct registration number is shown on the MID. If it is not, **You** are at risk of having **Your Vehicle** seized by the police. **You** can check that **Your** correct registration number is shown on the MID at www.askmid.com

Choice of Law

The parties to an insurance contract are free to choose the law that will apply. Unless **We** agree in writing with **You** otherwise, this insurance shall be subject to the law applying in that part of the United Kingdom, Channel Islands or Isle of Man where **You** have **Your** principal place of business. If there is any dispute, the law of England and Wales shall apply.

Each Section of this **Policy**, the **Schedule**, the **Certificate of Motor Insurance** and any **Endorsement**, together with this Introduction, Customer Information and the General Definitions, General Conditions, and General Exclusions shall be read as one document.

Any word or expression given a specific meaning in:

1. the **Schedule**, the **Certificate of Motor Insurance** and **Policy Endorsement**, or this Introduction, the Customer Information and the General Definitions, Conditions and Exclusions shall have the same meaning throughout the **Policy** unless **We** state otherwise
2. an individual Section or any Section **Endorsement** shall only have the same meaning throughout such Section or **Endorsement** unless **We** state otherwise.

Any such word or expression given a specific meaning shall be highlighted with a leading capital letter and in bold text within the **Policy** wording.

In return for **You** having paid or agreed to pay the premium for the **Period of Insurance**, **We** will indemnify **You**, subject to the terms contained in or endorsed on the **Policy**, in respect of loss damage or liability or pay other benefits which fall within the operative Sections of this **Policy**, provided that the loss, damage or injury which gives rise to the claim occurs during the **Period of Insurance**.

The **Schedule** shows the Sections of the **Policy** that are operative.

IMPORTANT

This **Policy** is a legal contract.

You have a duty to make a fair presentation of the risk which is covered by this **Policy**. Therefore **You** should ensure that any information **You** have provided to **Us** and the content of any application form, declaration and / or **Statement of Fact** is accurate and complete. Where **You** have provided **Us** with information which relates to matters of **Your** expectation or belief, it does not matter if such information turns out to be inaccurate provided that **You** acted in good faith when **You** provided **Us** with such information. If **You** do not comply with **Your** duty to make a fair presentation of the risk, **Your Policy** may not be valid or the **Policy** may not cover **You** fully or at all.

You must also tell **Us** about any facts or changes which affect **Your** insurance and which have occurred either since the **Policy** started or since the last renewal date.

If **You** are not sure whether certain facts are relevant please ask **Your** insurance broker. If **You** do not tell **Us** about relevant changes, **Your Policy** may not be valid or the **Policy** may not cover **You** fully or at all.

You should keep a written record (including copies of letters) of any information **You** give **Us** or **Your** insurance broker.

General Definitions

Each Section of the **Policy** contains definitions which apply to that particular Section and they must be read in conjunction with the following General Definitions.

Accessories

Accessories include spare parts for the vehicle and audio equipment, multimedia equipment, communication equipment and satellite navigation equipment, providing they are permanently fitted to the **Insured Vehicle** and are unable to operate independently from the **Insured Vehicle**.

Certificate of Motor Insurance

Your current valid Certificate of Motor Insurance has the same number as this **Policy**. The Certificate forms part of the **Policy** and sets out who may drive the **Insured Vehicle** and the purposes for which the **Insured Vehicle** may be used.

Commercial Vehicle

Any motor vehicle manufactured or adapted for the carriage of goods (other than an agricultural vehicle).

Endorsement

Special terms or restrictions which affect the **Policy** cover. The Endorsements which apply are shown on the **Schedule**.

Excess

The amount(s) shown in **Your Policy** or **Schedule** for which **You** are responsible and which **We** will deduct from each and every claim. This amount applies to each and every **Insured Vehicle**.

Hazardous Goods

Hazardous Goods – means those detailed in the following regulations:

- The Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009;
- The Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations (Northern Ireland) 2010; and
- The 'Approved List of Dangerous Substances' published by the Health and Safety Executive.

or any re-enactment or replacement of such regulations and any other legislation of similar intent (including subsequent legislation) if applicable.

Inexperienced driver

A person who has not held a full UK or EU Driving licence for the last 12 months.

Insured Vehicle/Your Vehicle

Any motor vehicle and its attached **Accessories** declared to **Us** for which a current **Certificate of Motor Insurance** has been issued and is mentioned by description, category or registration mark in the **Schedule** and unless otherwise agreed is registered in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

Market Value

The cost at the date of the accident or loss of replacing **Your Vehicle** with another of similar make, model, age, condition and mileage or the last declared value to **Us**, whichever is the less.

Period of Insurance

The period starting with the effective date and ending with the expiry date shown in the **Schedule** and any other period for which **We** accept payment for renewal of this **Policy**.

Policy

This document, the **Certificate of Motor Insurance**, the **Schedule** (and any **Schedules** issued in substitution) and any **Endorsement** attaching to this document or **Schedule** that will be considered part of the legal contract.

Pollution or Contamination

All pollution or contamination of buildings or other structures or of water or land or atmosphere.

Principal

Any person company or local authority or other body with whom **You** have entered into a contract or agreement for the performance of work in connection with **Your** business.

Private Car

Any private passenger carrying vehicle with less than 8 passenger seats.

Road

Any place that would be held to be a road for the purposes of any compulsory motor insurance legislation operative within the Territorial Limits defined in this **Policy**.

Road Traffic Acts

Any Acts, Laws or Regulations which govern the driving of any motor vehicle in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

General Definitions

continued

Motor Fleet Careline
0330 024 2230

Schedule

The document showing **Your** details and details of the Sections of this insurance document which are applicable.

Special Type

Any vehicle which is constructed to operate primarily as a tool of trade which is not a passenger carrying vehicle and is not designed for the carriage of goods.

Statement of Fact

This is a record of the information that **You** or **Your** broker have provided to **Us** along with assumptions made by **Us** about **You** and **Your** business upon which **Your** insurance quotation is based.

Terrorism

Acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's government in the United Kingdom or any other government de jure or de facto.

The Policyholder/Insured/You/Your

The person or persons, company or companies declared in the **Schedule** under the heading "Insured".

Trailer

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

We/Us/Our

Covea Insurance plc.

General Conditions

The following General Conditions shall apply to all Sections of this Policy unless stated otherwise.

1. Alteration in Risk

You or **Your** broker must tell **Us** immediately if during the **Period of Insurance** there is any alteration in risk or to the facts which **You** disclosed when **You** took out this **Policy**, which materially affects the risk of injury, loss, damage or liability which would fall within the **Policy** cover. This includes but is not limited to alterations to any vehicle change, deletion or acquisition whether permanent or temporary and any change in the way the vehicle is used.

When **You** tell **Us** about an alteration in risk, **We** may apply additional terms and conditions to this **Policy** (including but not limited to premium) or, if the risk is unacceptable to **Us**, **We** may cancel the **Policy** in accordance with General Condition 11 (Our Rights to Cancel the Policy).

If an alteration creates an additional premium, this will be subject to a minimum premium of **£10** plus insurance premium tax. If an alteration creates a lower premium, **We** will refund any difference, except for the first **£10** or any difference which is less than **£10** plus insurance premium tax, which will be retained to cover administrative costs.

If **You** fail to tell **Us** about an alteration in risk, **We** may:

- (a) terminate the **Policy** back to the date when the alteration occurred, if **We** would have cancelled the **Policy** had **You** told **Us** of the alteration in risk;
- (b) proportionately reduce the amount payable in respect of a claim; and/or
- (c) treat the **Policy** as if it contained such different terms (other than relating to the premium) that **We** would have applied to the **Policy** had **You** told **Us** of the alteration in risk.

Any reduction in claims payments or application of different terms will take effect from the date on which the alteration in risk occurred.

Where **We** elect to proportionately reduce the amount payable in respect of a claim, **We** will pay a percentage of the claim, the percentage being calculated by comparing the premium which **You** actually paid with the premium which **We** would have charged had **You** told **Us** about the alteration in risk. For example, if the premium which **You** actually paid is **70%** of the premium **We** would have charged, **We** will only pay **70%** of any claim.

2. Arbitration

If any difference shall arise as to the amount to be paid under this **Policy** (liability being admitted), such difference shall be referred to

an arbitrator to be appointed by the parties in accordance with the statutory provisions regarding arbitration in force at that time. Where any difference is so referred to arbitration the making of an award shall be condition precedent to any right of action against **Us**.

3. Car Sharing

If **You** receive financial contributions in respect of the carriage of passengers as part of a car-sharing agreement **We** will not regard this as being the carriage of passengers for hire or reward (or the use of the vehicle for hiring), provided:

- (a) the passengers are not being carried in the course of a business of carrying passengers
- (b) total contributions received for the journey concerned do not involve an element of profit
- (c) **Your Vehicle** is not constructed or adapted to carry more than 8 passengers.

If **You** have any doubts as to whether any arrangements entered into are covered by the terms of **Your Policy** **You** should contact **Us** immediately.

4. Claims Procedure and Requirements

- (a) It is a condition precedent to **Our** liability that in the event of any accident, injury, loss or damage, **You** or **Your** legal representative must at **Your** own expense:
 - (i) give **Us** full details as soon as possible after any incident involving an **Insured Vehicle** by phoning the Motor Fleet Careline on 0330 024 2230 which is available 24 hours a day, 365 days a year
 - (ii) send to **Us** any letters or documents **You** receive in connection with the event before **You** reply to them
 - (iii) immediately inform the police of the theft or attempted theft of or malicious damage to the **Insured Vehicle** and obtain a crime reference number
 - (iv) send to **Us** upon receipt any writ, summons or other legal process issued or commenced against **You**
 - (v) notify **Us** of any impending prosecutions, coroner's inquest or fatal accident enquiry or the intended issue of any writ summons or other legal process by **You** or on **Your** behalf
 - (vi) supply all estimates, information and assistance as may be required by **Us** and **Our** appointed agents.
- (b) **We** shall be entitled to:
 - (i) take and keep possession of the **Insured Vehicle** and to deal with the salvage in a reasonable manner
 - (ii) negotiate, defend or settle in **Your** name or on **Your** behalf, any claim made against **You**

(iii) prosecute in **Your** name, for **Our** benefit, any claim against any other person in respect of any amount paid or payable.

(c) **You** must not:

- (i) abandon any property to **Us**
- (ii) negotiate or repudiate any claim without **Our** written consent.

5. Contracts (Rights of Third Parties Act) 1999

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

6. Fraudulent Claims

For the purposes of this Condition the definition of '**You / Your**' will also include any person who is entitled to benefit from the **Policy** to the extent that a claim is made by or on their behalf.

If **You** or anyone acting on **Your** behalf makes a claim which is in any way fraudulent **We**:

- (a) will not pay the claim;
- (b) may recover from **You** any sums already paid by **Us** in respect of the claim; and
- (c) may notify **You** that **We** are treating this **Policy** as having terminated with effect from the time of the fraudulent act.

If **We** do treat this **Policy** as having terminated, **You** will have no cover under this **Policy** from the date of termination and will not be entitled to any refund of premium.

Where a fraudulent claim is made by or on behalf of a person who is not the **Insured**, this condition applies only to that person's claim and references to 'this **Policy**' should be read as if they were references to the cover for that person alone and not to the **Policy** as a whole.

Fraudulent claims include but are not limited to:

- (a) making a claim which is fraudulent, fictitious or known to be false
- (b) intentionally exaggerating or inflating a claim
- (c) supporting a claim with false or forged documents, information or statements
- (d) wilfully causing loss, damage or injury

7. Instalments

If **You** have a Loan Agreement with Covéa Insurance to pay for **Your** insurance it is a condition precedent to **Our** liability that payments shall be made in line with the Loan Agreement otherwise all benefit under this **Policy** shall be forfeited and the **Policy** shall be cancelled as outlined in **Your** Loan Agreement.

8. Motor Insurance Database

You shall supply **Us** details of the vehicles whose use is covered by this **Policy** as required by the relevant law in Great Britain and Northern Ireland for entry on the Motor Insurance Database.

9. Fair Presentation of the Risk

You must make a fair presentation of the risk when **You** first take out this **Policy** and also whenever **You** renew it or ask **Us** to change **Your** cover.

If **You** fail to make a fair presentation of the risk including failing to disclose or misrepresenting a material fact, or disclosing material facts to **Us** in a way which is not clear and accessible:

We may avoid this **Policy** and refuse all claims where:

- (a) such failure was deliberate or reckless; or
- (b) **We** would not have entered into this **Policy** on any terms had **You** made a fair presentation of the risk.

Should **We** avoid this **Policy** **We**:

- (a) Shall treat the **Policy** as if it had not existed from the start date, the renewal date, or the date when **You** asked **Us** to change **Your** cover, depending on when the failure to make a fair presentation of the risk occurred
- (b) shall return the premium paid for the period for which the **Policy** is treated as not having existed unless the failure to make a fair presentation of the risk was deliberate or reckless
- (c) may deduct from any return of premium due to **You** any monies already paid in respect of claims falling within the period for which the **Policy** is treated as not having existed or require **You** to repay such claims.

Provided that any failure to make a fair presentation of the risk is not deliberate or reckless, if **We** would have entered into or renewed this **Policy**, or agreed to make changes to **Your** cover on different terms had **You** made a fair presentation of the risk, **We** may:

- (a) proportionately reduce the amount payable in respect of a claim; and/or
- (b) treat the **Policy** as if it contained such different terms (other than relating to the premium) that **We** would have applied to the **Policy** had **You** made a fair presentation of the risk.

General Conditions

continued

Any reduction in claims payments or application of different terms will take effect from the date on which the **Policy** started, was renewed or when changes were made to **Your** cover, depending on when **You** failed to make a fair presentation of the risk.

Where **We** elect to proportionately reduce the amount payable in respect of a claim, **We** will pay a percentage of the claim, the percentage being calculated by comparing the premium which **You** actually paid with the premium which **We** would have charged had **You** made a fair presentation of the risk. For example, if the premium which **You** actually paid is **70%** of the premium **We** would have charged, **We** will only pay **70%** of any claim.

Where this **Policy** provides benefits to individuals who would, if they had taken out similar insurance in their own name, have done so for purposes wholly or mainly unconnected with their trade, business or profession, **We** will not rely on this condition if the failure to make a fair presentation of the risk concerns only facts or information which relate to that particular individual, unless the individual (or **You** on their behalf) makes a careless misrepresentation, in which case **We** may rely on this condition as against that particular individual as if a separate insurance contract had been issued to them leaving the remainder of the **Policy** unaffected.

10. Other Insurances

If **You** are insured by any other **Policy** for loss or damage which results in a valid claim under this **Policy**, **We** shall not be liable to pay more than **Our** rateable proportion. Nothing in this Condition will impose on **Us** any liability from which **We** would have been relieved by Exclusion 3 of Section 2.

11. Our Rights to Cancel the Policy

We or any agent appointed by **Us** and acting with **Our** authority have the right to cancel **Your Policy**, where there is a valid reason for doing so. **We** will give **You** seven days notice of cancellation in writing, by recorded delivery, to the latest address **We** have for **You** and will set out **Our** reason for cancellation in **Our** letter.

Valid reasons may include but are not limited to:

- (a) not
 - (i) paying a premium when it is due
 - (ii) co-operating with **Us**, or sending **Us** information or documentation that materially affects **Our** ability to process the **Policy** or **Our** ability to defend **Our** interests
 - (iii) exercising **Your** duty of care as required by General Condition - Reasonable Precautions of this **Policy**

and failing to put this right when **We** ask **You** to by sending **You** seven days written notice to **Your** latest address.

- (b) use of threatening or abusive behaviour or language, or intimidation or bullying of **Our** staff or suppliers.

If **We** cancel **Your Policy**, **We** will refund the premium for the exact number of days left on the **Policy** less an additional charge of **£25** plus the prevailing rate of Insurance Premium Tax as stated on **Your Policy Schedule**.

If a claim has been submitted or there have been any incidents likely to give rise to a claim during the current **Period of Insurance**, **We** will not refund any part of the premium.

If **You** have a Loan Agreement with Covéa Insurance to pay for **Your** insurance, outstanding monies may be owed when **Your Policy** is cancelled. They must be paid to Covéa Insurance as described in **Your** Loan Agreement.

For **Your** rights to cancel the **Policy** please see "How to Cancel Your Policy" on page 5 of this **Policy** document.

12. Reasonable Precautions

You must take all reasonable precautions to avoid injury, loss or damage and maintain the **Insured Vehicle** in a safe and roadworthy condition.

13. Right of Recovery

If the law of any country in which **Your Policy** operates requires **Us** to settle a claim which **We** would not otherwise have paid, **We** have the right to recover this amount from **You** or from the person who incurred the liability.

14. Terms Not Relevant to Actual Loss

If payment of a claim is conditional upon compliance with any term of this **Policy** **We** will not pay for any claim where the term has not been complied with except where the term concerned:

- (a) is operative only at particular times; or
- (b) is intended to reduce the risk of particular types of injury, loss, damage or liability

where **We** will pay for claims in respect of which **You** can prove that non-compliance with the term could not have increased the risk of the injury, loss, damage or liability which occurred.

The following General Exclusions apply to all Sections unless otherwise stated and in addition to the Exclusions contained in each Section.

We shall not be liable in respect of:

1. Use and Driving

any accident injury loss damage or liability while the **Insured Vehicle** is being:

- (a) used to **Your** knowledge for any purpose not permitted by the **Certificate Of Motor Insurance** or any **Endorsement**
- (b) driven by or is in the charge of any person who to **Your** knowledge is not permitted by the **Certificate Of Motor Insurance** or any **Endorsement**
- (c) driven by **You** unless **You** hold a licence to drive such vehicle or have held and are not disqualified from holding or obtaining such a licence
- (d) driven with **Your** consent by any person who to **Your** knowledge does not hold a licence to drive such a vehicle, unless such person has held, and is not disqualified from holding or obtaining such a licence or in any circumstances where a licence is not required by law
- (e) used for racing, pacemaking speed-testing, rallying, reliability trials, competition or whilst driven on a motor sport circuit
- (f) driven in an unsafe unroadworthy condition or does not have a valid MOT certificate when needed
- (g) driven with a load or number of passengers which is unsafe
- (h) used whilst carrying an insecure load
- (i) used to tow more **Trailers** than the law allows
- (j) let out on hire.

The Exclusion does not apply to the indemnity given to **You** (and to no other person) whilst the **Insured Vehicle** is being used without **Your** authority or by a motor trader for maintenance, service or repair.

2. Agreements

any liability **You** accept by agreement or contract unless liability would have applied in any event. It is agreed that this **Policy** is to be construed as if the Contracts (Rights of Third Parties) Act 1999 had not been enacted.

3. War Risks

any consequence of war invasion act of foreign enemy hostilities (whether war is declared or not) civil war rebellion revolution insurrection or military or usurped power other than is necessary to meet the requirements of the **Road Traffic Acts**.

4. Earthquake

any loss damage accident or liability caused by earthquake.

5. Riot and Civil Commotion

any loss damage accident or liability caused by riot or civil commotion happening in Northern Ireland or outside the United Kingdom.

6. Radioactive Contamination

any loss damage accident or liability caused directly or indirectly by:

- (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel
- (b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of such assembly.

7. Pressure Waves and Sonic Booms

any loss damage accident or liability caused directly or indirectly by pressure waves caused by aircraft or aerial devices travelling at sonic or supersonic speeds.

8. Hazardous Goods

any loss damage accident or liability resulting or arising from or directly or indirectly caused by or contributed to or arising from the carriage of:

- (a) any **Hazardous Goods** or substances
- (b) explosion sparks or ashes from the **Insured Vehicle** or from any **Trailer** or machinery attached to or detached from it.

Extent of Cover

The extent of cover applicable under this **Policy** is as stated in the **Schedule** or any relevant **Endorsement**.

The Sections of the **Policy** which apply to each type of cover are as follows:

Comprehensive	Sections	1(a), 1(b), 1(c), 2, 3, 4, 5, 6, 7 & 8
Third Party Fire & Theft	Sections	1(b), 2, 3, 4 & 8
Third Party only	Sections	2, 3, 4 & 8

Section 1: Loss of or Damage to Your Vehicle

Cover

(a) Accidental Damage

We will pay for loss of or damage to the **Insured Vehicle** other than:

- (i) by fire lightning self-ignition explosion theft or attempted theft
- (ii) loss or damage to any glass.

(b) Fire and Theft

We will pay for loss of or damage to the **Insured Vehicle** caused by fire lightning self-ignition explosion theft or attempted theft.

(c) Windscreen and/or Glass

We will pay for loss or damage to any glass in the **Insured Vehicle's** windscreen windows or sunroof or for any scratching of bodywork resulting solely and directly from such breakage.

The most We will pay

1. We may choose to repair or replace the **Insured Vehicle** or pay an amount up to the **Market Value**. If to **Our** knowledge the **Insured Vehicle** belongs to someone else or is part of a hire purchase or leasing agreement any payment for loss of or damage to the **Insured Vehicle** that is not made good by repair reinstatement or replacement We will at **Our** discretion first pay the finance company and then pay any amount that is left over to **You**.
2. We will pay the reasonable costs of protection and removal to the nearest repairers and delivery to **You** at the address shown on the **Schedule** following a claim covered by this **Policy**.
3. Should the **Insured Vehicle** be uneconomical to repair or be stolen and not recovered and **You** pay **Your** premium by the Covéa Insurance instalment scheme We will deduct any outstanding balance when We settle **Your** claim.

Excesses

We will not pay:

1. If the **Insured Vehicle** suffers loss or damage from accidental means and/or through fire lightning self-ignition explosion theft or attempted theft the amount stated in the **Schedule** in respect of each and every occurrence.
2. If the **Insured Vehicle** suffers loss or damage to any windscreen windows or sunroof the amount stated in the **Schedule** of each and every occurrence.
3. If the **Insured Vehicle** is damaged while a young or **Inexperienced driver** is driving or in charge of the **Insured Vehicle** the first part of the **Excess** shown below:

(a) driver is under 25 years of age **£250**;

or

(b) **Inexperienced driver** 25 years of age or over **£200**.

These are in addition to any other **Excess You** may have to pay.

Any event leading to a claim for an **Insured Vehicle** will be treated as a separate incident for the purposes of the **Policy** and each **Insured Vehicle** will be subject to the appropriate **Excess**.

Clauses

The following Clauses apply to this Section.

Loss or Theft of Keys

If the keys or lock transmitter for the **Insured Vehicle** are lost or stolen, We will pay the cost of replacing the:

- (a) door and/or boot locks
- (b) ignition/steering lock
- (c) lock transmitter and central locking interface
- (d) the affected parts of the alarm and/or immobiliser system.

The maximum sum We will pay in respect of any one loss will be **£1,000**.

Misfuelling

Where cover for the **Insured Vehicle** is Comprehensive as shown in the **Schedule**, We will pay for:

- (a) the draining and cleansing of the fuel tank of the **Insured Vehicle** if the wrong grade or type of fuel is put into it
- (b) rectifying any subsequent damaged inadvertently caused to the **Insured Vehicle**.

We will not pay for:

- (i) any damage caused by the driving of the **Insured Vehicle** by anyone having knowledge that it had been incorrectly fuelled
- (ii) the cost of the incorrect fuel.

The maximum We will pay in any one **Period of Insurance** will be **£5,000**.

New For Old Replacement Car

Where the **Insured Vehicle** is a **Private Car** and is less than 12 months old and is:

- (a) stolen and not recovered
- (b) damaged so that the cost of repairs exceeds **60%** of the maker's current list price for a new vehicle of the same make model and specification

Policy Cover

Section 1: Loss of or Damage to Your Vehicle

continued

We will replace it with a new one of the same make model and specification (subject to availability) but not including the Road Fund Licence or VAT.

We will only replace the **Private Car** provided:

- (i) it is owned by **You** or the subject of a hire purchase agreement or any type of leasing or contract hire agreement since new
- (ii) any interested hire purchase leasing or contract hire company agrees.

Exclusions

The following Exclusions apply to this Section in addition to the General Exclusions at the front of this **Policy**.

We will not pay for:

1. any sums in excess of **£5,000,000** in respect of any one loss or series of losses resulting from one event
2. any damage caused by frost unless **You** have taken reasonable care to prevent the loss happening and have followed the manufacturer's instructions to avoid liquid freezing in **Your Vehicle**
3. any damage to tyres caused by braking cuts bursts or punctures
4. loss or damage from repossessing the **Insured Vehicle** and returning it to its rightful owner or from any agreement or proposed transaction for selling or hiring the **Insured Vehicle** or someone taking it by fraud trickery or deception or by use of a counterfeit or other form of payment which a bank or building society will not authorise or by theft or attempted theft by a purported purchaser or his agent
5. any decrease in the **Market Value** of the **Insured Vehicle** following repair
6. confiscation requisition or destruction or under order of any government or local authority
7. loss of use of the **Insured Vehicle**
8. wear and tear of the **Insured Vehicle** and/or mechanical electrical electronic computer or computer software breakdowns failure faults and breakages
9. any claim under this Section of the **Policy** resulting from theft or attempted theft whilst the ignition keys have been left in or on the **Insured Vehicle** or if all the doors windows and other openings have not been closed and locked
10. a part or accessory which cannot be repaired or replaced.
We will only pay **You** the amount shown in the manufacturer's last United Kingdom price list. If the **Insured Vehicle** is an imported vehicle and the part or accessory has never been

available in the United Kingdom **We** will only pay the manufacturer's list price in the country the **Insured Vehicle** came from. **We** will not pay for the cost of importing any part or accessory needed to repair the **Insured Vehicle**

11. loss or damage to the **Insured Vehicle** arising from the malicious act of any employee or partner or member of **Your** family
12. any loss or damage where the **Insured Vehicle** is a **Special Type**.

Section 2: Third Party Liability

Cover

We will indemnify **You** against all sums **You** are legally liable to pay arising from:

- (a) death of or bodily injury to any person for an unlimited amount
- (b) where the **Insured Vehicle** is a **Private Car** damage to property up to **£20,000,000** and up to **£5,000,000** for related costs and expenses incurred with **Our** prior written consent resulting from a claim or series of claims arising from one event
- (c) where the **Insured Vehicle** is any vehicle other than a **Private Car** damage to property up to **£5,000,000** including claimants costs and expenses and any other costs and expenses incurred with **Our** prior written consent resulting from a claim or series of claims arising from one event.

The above limits apply in respect of any one claim or number of claims arising from one incident caused by or arising out of the use of the **Insured Vehicle** or a **Trailer** attached to the **Insured Vehicle**.

Clauses

The following Clauses apply to this Section.

Cross Liabilities

Where there is more than one party named as the **Insured** in **Your Schedule** each one will be covered as if they are the only party covered under this **Policy**.

Emergency Treatment Fees

We will pay for emergency treatment fees as required by the **Road Traffic Acts**.

Indemnity to Owner

At **Your** request **We** will indemnify the owner of a vehicle on hire (other than under a hire purchase agreement) or loaned or leased to **You** provided:

- (a) the vehicle is not being driven by the owner
- (b) the vehicle is not being driven by a person in the employ of the owner
- (c) the vehicle is not in the charge of and not being driven by the owner or a person in the employ of the owner
- (d) the owner cannot claim under another policy
- (e) the owner complies with the terms and conditions of this **Policy** as far as they can.

Indemnity to Principals

Where **Your Vehicle** is being used in connection with contract work on behalf of a **Principal** **We** will indemnify the **Principal** in respect of compensation they are legally liable to pay arising from such use provided that:

- (a) **You** would have been able to claim under the **Policy** had the claim been made against **You**
- (b) **You** have arranged with the **Principal** for the conduct and control by **Us** of all claims for which **We** may be liable under this Section.

We shall not be liable in respect of:

- (i) death or bodily injury to any person employed by the **Principal** arising out of or in the course of their employment
- (ii) any amount payable by the **Principal** under any agreement which would not have been payable in the absence of such agreement
- (iii) bodily injury to the **Principal** for any amount **You** would not have to pay but for such an agreement
- (iv) damage to property belonging to or held in trust by or in the custody or control of the **Principal** or for any sum which exceeds the amount required to indemnify the **Principal**
- (v) liquidated damages or damages incurred under any penalty clause.

Legal Costs

In connection with any liability which is insured by this Section subject to **Our** prior written consent **We** will pay:

- (a) the fees of any solicitor appointed by **Us** to represent anyone insured under this Section during proceedings in any court of summary jurisdiction or at any coroner's inquest or fatal accident inquiry
- (b) the cost of legal services arranged by **Us** to defend a charge of manslaughter or causing death by dangerous driving
- (c) legal fees and expenses incurred for defending prosecutions, including appeals against conviction and or the costs of prosecution awarded against **You** which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007
The maximum amount **We** will pay in respect of all claims occurring in the **Period of Insurance** shall be **£1,000,000**.
- (d) other costs and expenses incurred.

Policy Cover

Section 2: Third Party Liability

continued

Legal Personal Representatives

In the event of the death of any person insured by this Section **We** will insure the legal personal representatives of the deceased person against any liability covered by this Section.

Liability of Other Persons Driving or Using the Insured Vehicle

On the same basis and limits that **We** insure **You** under this Section **We** will also insure the following persons:

- (a) any person allowed by the **Certificate Of Motor Insurance** to drive the **Insured Vehicle**
- (b) any person who is using, but not driving, the **Insured Vehicle** with **Your** permission
- (c) any person at **Your** request who is travelling in or getting into or out of the **Insured Vehicle**.

Motor Contingent Liability

We will indemnify **You** when any vehicle not **Your** property nor provided by **You** is being used in connection with **Your** business as though such vehicle were the **Insured Vehicle** by any person employed by **You**.

We shall not be liable:

- (a) in respect of loss of or damage to the vehicle or property being carried in or on it
- (b) where there is any other existing insurance covering the same liability.

Towing

We will indemnify **You** under this Section whilst the **Insured Vehicle** is being used for the purposes of towing any single **Trailer** or disabled mechanically propelled vehicle while it is attached to the **Insured Vehicle** and allowed by law unless **You** are being paid to tow the attached vehicle or **Trailer**.

We will not be liable for damage to the towed vehicle or **Trailer** or its contents.

Unauthorised Movement

We will indemnify **You** under this Section against loss or damage arising from the movement of any vehicle without the authority of the owner of such vehicle when the vehicle is parked in such a position as to obstruct the legitimate passage or the loading or unloading of the **Insured Vehicle**.

Unauthorised Use

We will indemnify **You** (and no other person) whilst the **Insured Vehicle** is being driven or used by any person without **Your** knowledge or consent for any purpose not permitted under this **Policy**.

Provided always that **You** shall take all reasonable precautions to ensure that all persons who may drive or use an **Insured Vehicle** are made aware of the limitations as to use as defined in this **Policy**.

Exclusions

The following Exclusions apply to this Section in addition to the General Exclusions at the front of this **Policy**.

We shall not be liable:

1. for death of or bodily injury to any person arising out of or in the course of the employment of such person by any person **We** insure under this Section except as required by the **Road Traffic Acts**
2. for death bodily injury loss or damage arising beyond the limits of any **Road** as a result of the loading or unloading of the **Insured Vehicle** by anyone other than the driver or attendant of the **Insured Vehicle**
3. for any person where the liability is insured under another policy
4. for death bodily injury loss damage or liability arising directly or indirectly from **Terrorism** as defined in the United Kingdom Terrorism Act 2000 except as required by the **Road Traffic Acts**
5. for any fines penalties punitive or exemplary damages
6. for death bodily injury loss or damage directly or indirectly caused by **Pollution or Contamination** unless the **Pollution or Contamination** is directly caused by sudden identifiable unintended and unexpected incident which occurs in its entirety at a specific time and place during the **Period of Insurance** except as required by the **Road Traffic Acts**. All pollution that arises out of one incident shall be considered to have occurred at the time the incident took place
7. for any damage or loss to:
 - (a) any premises belonging to or occupied by **You** or any other person entitled to or claiming indemnity under this Section or any fixtures or fittings therein
 - (b) any other property owned by or in the custody or control of **You** or any other person entitled to or claiming indemnity under this Section
 - (c) any property or load being carried on the **Insured Vehicle** or **Trailer** owned by or in **Your** care or any other person entitled to or claiming indemnity under this Section
 - (d) to any **Insured Vehicle** or any **Trailer** or disabled mechanically propelled vehicle attached to it or any **Trailer** detached from it

Policy Cover

Section 2: Third Party Liability

continued

8. for death bodily injury loss or damage caused by or arising from the use of **Your Special Type** or any plant attaching to or forming part of it while operating as a tool of trade except as required by the **Road Traffic Acts**
9. for death bodily injury loss or damage caused by or arising from the wrongful collection or delivery of the **Insured Vehicle's** load or from goods which do not conform to the required specification of or the order made by the customer except as required by the **Road Traffic Acts**
10. for death bodily injury loss, damage or liability while the **Insured Vehicle** is in or on any part of an aerodrome airport or airfield used:
 - (a) for the take-off or landing of aircraft
 - (b) for the movement of aircraft on the surface
 - (c) as aircraft parking aprons including the associated service roads and ground equipment parking areas.

Policy Cover

Section 3: Foreign Use

Territorial Limits

Your Policy applies in respect of any accident or loss arising from the use of the **Insured Vehicle** occurring in:

- (a) Great Britain Northern Ireland the Isle of Man and the Channel Islands
- (b) any other country that is a member of the European Union
- (c) any other country which has made arrangements which meet the insurance conditions of and is approved by the commission of the European Union and for which **We** have agreed to issue cover
- (d) any other country provided **We** have given **Our** prior agreement and any additional premium has been paid.

Cover

Your Policy also applies whilst the **Insured Vehicle** is being transported by rail or by a recognised sea route (including while it is being loaded and unloaded) between any countries in which this **Policy** provides cover as long as:

- (a) the total time taken to transport the **Insured Vehicle** is not more than 65 hours
- (b) the purpose of transporting the **Insured Vehicle** is not to permanently export it.

Clauses

The following Clause applies to this Section.

Other Charges

We will pay:

- (a) provided that liability arises directly from loss or damage covered by this **Policy** **We** will indemnify **You** for the enforced payment of Customs Duty on the **Insured Vehicle**
- (b) if Comprehensive cover is shown on **Your Schedule** any General Average contribution Salvage and Sue and Labour charges up to the **Market Value** of the **Insured Vehicle** arising from the transportation of the **Insured Vehicle** between any countries to which this insurance applies.

Cover

We will indemnify **You**:

- (a) under Sections 1 and 2 in respect of any **Trailer** attached to or connected to the **Insured Vehicle** for the same cover as applies to the towing vehicle
- (b) under Section 2 only in respect of any **Trailer You** own or for which **You** are responsible whilst detached from any vehicle.

Exclusions

The following Exclusions apply to this Section in addition to the General Exclusions at the front of this **Policy**.

We will not pay:

1. if any **Trailer** is being towed otherwise than in accordance with the law
2. for loss or damage to property being carried in or on the **Trailer**
3. for loss or damage to any fixtures, fitting or utensils carried in or on the **Trailer**
4. any liabilities arising from the operation as a tool of trade of any plant forming part of the **Trailer** other than as required by the **Road Traffic Acts**.

Policy Cover

Section 5: Personal Effects

Cover

We will pay up to **£250** for loss or damage to personal property in the **Insured Vehicle** caused by a motor accident fire theft or attempted theft.

Exclusions

The following Exclusions apply to this Section in addition to the General Exclusions at the front of this **Policy**.

We will not pay for:

1. theft of personal belongings unless these are hidden in a locked glove box or luggage compartment and the **Insured Vehicle** is locked when unattended
2. money, cameras and their accessories, stamps, tickets, documents or securities
3. goods or samples carried in connection with any trade
4. tools of trade, ropes or tarpaulins
5. theft of personal belongings unless all doors and windows or other openings on the **Insured Vehicle** are locked and it is broken into by force.

Policy Cover

Section 6: Medical Expenses

Motor Fleet Careline
0330 024 2230

Cover

We will pay up to **£250** towards medical expenses for each person injured in **Your Vehicle** if it is in an accident.

Policy Cover

Section 7: Personal Accident Cover

Cover

At **Your** request **We** will pay **£5,000** if the driver of the **Insured Vehicle** suffers accidental injury while travelling in or getting into or out of the **Insured Vehicle** if the injury within 3 months of the accident results in

- (a) death
- (b) total and permanent loss of sight in one or both eyes
- (c) loss of one or more limbs

Payment will be made to the injured driver or their legal personal representative.

Exclusions

The following Exclusions apply to this Section in addition to the General Exclusions at the front of this **Policy**.

We will not pay if the injury or death:

1. is the result of suicide or attempted suicide
2. happens when the person killed or injured is under the influence of drugs or alcohol
3. happens as a result of the person not wearing a seatbelt when they have to by law.

Section 8: Legal Expenses Protection

This is **Your** Legal Expenses Protection Section, which is underwritten by DAS Legal Expenses Insurance Company Limited.

Definitions

For the purpose of this Legal Expenses sub-section the following definitions will apply:

Appointed Representative

The **Preferred Law Firm**, law firm or other suitably qualified person **We** will appoint to act on an **Insured Person's** behalf.

Costs and Expenses

- (a) All reasonable and necessary costs chargeable by the **Appointed Representative** and agreed by **Us** in accordance with the **DAS Standard Terms of Appointment**.
- (b) The costs incurred by opponents in civil cases if an **Insured Person** has been ordered to pay them, or pays them with **Our** agreement.

Countries Covered

For Insured Incidents 1 Uninsured Loss Recovery and Personal Injury, 2 Motor Prosecution Defence and 3 Motor Contract Disputes

The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

For insured incident 4 Replacement Hire Vehicle

England and Wales, the mainland of Scotland and Northern Ireland, the Isle of Man, Jersey and Guernsey.

DAS Standard Terms

The terms and conditions (including the amount **We** will pay to an **Appointed of Appointment Representative**) that apply to the claim, which could include a conditional fee agreement (no-win, no-fee).

Date of Occurrence

- (a) For civil cases, the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the **Date of Occurrence** is the date of the first of these events. (This is the date the event happened, which may be before the date **You** first became aware of it.)
- (b) For motoring offences, the date of the motor offence an **Insured Person** is alleged to have committed. If there is more than one offence arising at different times, the **Date of Occurrence** is the date an **Insured Person** began, or is alleged to have begun, to break the law.

Insured Person

You, and any passenger or driver who is in or on the **Insured Vehicle** with **Your** permission.

Anyone claiming under this Section must have **Your** agreement to claim.

Insured Vehicle

The motor vehicle(s) covered by the Motor Fleet insurance Policy to which this Section attaches. It also includes any caravan or trailer attached to the vehicle(s).

Motor Claims Centre

This centre carries out recovery, hire and repair services and deals with the administration of **Your** claim.

Period of Insurance

The period for which **We** have agreed to cover **You**.

Preferred Law Firm

A law firm or barristers' chambers **We** choose to provide legal services.

These legal specialists are chosen as they have the proven expertise to deal with an **Insured Person's** claim and must comply with **Our** agreed service standard levels, which **We** audit regularly. They are appointed according to the **DAS Standard Terms of Appointment**.

Reasonable Prospects

The prospects that an **Insured Person** will recover losses or damages, make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. **We**, or a **Preferred Law Firm** on **Our** behalf, will assess whether there are **Reasonable Prospects**.

Uninsured Losses

Losses which an **Insured Person** has incurred as a result of a road traffic accident which was not their fault, and which are not covered under the Motor Fleet insurance Policy to which this Section attaches.

Vehicle Hire Costs

The cost of hiring a comparable replacement vehicle for a period or periods **We** agree to.

This cost includes motor insurance for the vehicle.

We, Us, Our, DAS

DAS Legal Expenses Insurance Company Limited.

You, Your

The person who has taken out this Section (the policyholder).

Policy Cover

Section 8: Legal Expenses Protection

continued

How We Can Help

If **You** are involved in an accident which was not **Your** fault, **We** will help **You** recover **Your Uninsured Losses** from the person who caused the accident, either through **Our Motor Claims Centre** or by appointing a lawyer. **Uninsured losses** could include the cost of repairing or replacing the **Insured Vehicle**, **Your** motor insurance Policy excess, compensation following injury or other out-of-pocket expenses.

If the accident was entirely the other person's fault and the **Insured Vehicle** cannot be driven, **We** can arrange to supply **You** with a comparable replacement hire vehicle until the **Insured Vehicle** can be repaired.

We will do so only if **You** meet the hire company's terms and conditions of hire. For **Us** to provide a replacement hire vehicle, the driver at fault must have valid motor insurance and be identified or traced.

This service is available in England and Wales, on the mainland of Scotland and Northern Ireland and the Isle of Man, Jersey and Guernsey.

Please note there may sometimes be circumstances, such as local unavailability, in which **We** are unable to provide a comparable replacement vehicle. In such cases **We** will try to provide an alternative replacement vehicle. If this is not possible **We** will still seek to recover **Your Uninsured Losses** for the loss of use of the **Insured Vehicle**.

Where the driver at fault is uninsured or cannot be traced, **We** will assist **You** in making a claim to the Motor Insurers' Bureau. **We** can also defend **You** against motoring prosecutions, and assist **You** in contract disputes related to the **Insured Vehicle**.

Please do not ask for help from a lawyer or hire a vehicle before **We** have agreed. If **You** do, **We** will not pay the costs involved even if **We** accept the claim.

Our Agreement

We agree to provide the insurance described in this Section, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this section, provided that:

1. **Reasonable Prospects** (other than in respect of Insured Incident **2 Motor Prosecution Defence**) exist for the duration of the claim
2. the **Date of Occurrence** of the Insured Incident is during the **Period of Insurance**

3. any legal proceedings will be dealt with by a court, or other body which **We** agree to, within the **Countries Covered**
4. the Insured Incident happens within the **Countries Covered**.

What We Will Pay

We will pay an **Appointed Representative**, on behalf of an **Insured Person**, **Costs and Expenses** incurred following an Insured Incident, provided that:

- (a) the most **We** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £100,000.
- (b) the most **We** will pay in **Costs and Expenses** is no more than the amount **We** would have paid to a **Preferred Law Firm**. The amount **We** will pay a law firm (where acting as an **Appointed Representative**) is currently £100 per hour. The amount may vary from time to time.
- (c) in respect of an appeal or the defence of an appeal, the **Insured Person** must tell **Us** within the time limits allowed that they want to appeal. Before **We** pay the **Costs and Expenses** for appeals, **We** must agree that **Reasonable Prospects** exist and for Insured Incident **2 Motor Prosecution Defence**,

We must have defended the original motoring prosecution.

- (d) where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most **We** will pay in **Costs and Expenses** is the value of the likely award.

What We Will Not Pay

In the event of a claim, if an **Insured Person** decides not to use the services of a **Preferred Law Firm**, they will be responsible for any costs that fall outside the **DAS Standard Terms of Appointment** and these will not be paid by **Us**.

Insured Incidents

1. Uninsured Loss Recover And Personal Injury

What is covered

Costs and Expenses incurred to recover **Uninsured Losses** after an event which causes:

- (a) damage to the **Insured Vehicle** or to any property belonging to an **Insured Person** in or on the vehicle; and/or
- (b) death or bodily injury to an **Insured Person** whilst travelling in or on the **Insured Vehicle**.

Section 8: Legal Expenses Protection

continued

2. Motor Prosecution Defence

What is covered

Costs and Expenses incurred to defend an **Insured Person's** legal rights if they are prosecuted for a motoring offence in connection with the use or ownership of the **Insured Vehicle**, which the **Insured Person** has notified **Us** of within 10 days of receiving a written Notice of Intended Prosecution, or as soon as reasonably possible if the **Insured Person** is notified of a prosecution any other way.

What is not covered

Parking or obstruction offences, insurance offences or challenging a fixed penalty notice.

3. Motor Contract Disputes

What is covered

Costs and Expenses incurred in respect of a dispute arising from an agreement or an alleged agreement which **You** have entered into in a personal capacity for the:

- (a) buying, selling, hiring or insurance of the **Insured Vehicle** or its spare parts or accessories
- (b) service, repair or testing of the **Insured Vehicle**.

Provided that:

- (i) **You** must have entered into the agreement or alleged agreement during the **Period of Insurance**, and
- (ii) the amount in dispute must be more than £250 (including VAT).

What is not covered

The settlement payable under an insurance policy (**We** will cover a dispute if **Your** insurer refuses **Your** claim, but not for a dispute over the amount of the claim).

4. Replacement Hire Vehicle

What is covered

We will make the arrangements for vehicle hire for **You** within the **Countries Covered** and **We** will pay **Your Vehicle Hire Costs** following an accident involving the **Insured Vehicle** and another vehicle, as long as:

- (a) the **Insured Vehicle** cannot be driven, and
- (b) the accident was entirely the other person's fault.

Provided that:

- (i) **You** must agree to **Us** trying to recover any **Vehicle Hire Costs** in **Your** name, and any costs recovered must be paid to **Us**.

(ii) **We** will choose the vehicle hire company and the type of vehicle to be hired.

(iii) **We** will decide how long a vehicle can be hired for.

(iv) **You** must tell **Us** as soon as the **Insured Vehicle** becomes available for **You** to drive again.

(v) **You** must meet the age and licensing rules of the vehicle hire company **We** choose and must follow any terms and conditions of hire.

What is not covered

1. **Vehicle Hire Costs** if **You** are claiming against a person who does not have valid motor insurance or cannot be identified or traced; or
2. **Vehicle Hire Costs** when **You** make **Your** own arrangements for vehicle hire after an Insured Incident.

*Please note there may sometimes be circumstances, such as local unavailability, in which **We** are unable to provide a comparable replacement vehicle. In such cases **We** will try to provide an alternative replacement vehicle. If this is not possible **We** will still seek to recover **Your** uninsured losses for the loss of use of the **Insured Vehicle**.*

Exclusions

We will not pay for the following:

1. Late Reported Claims

A claim where the **Insured Person** has failed to notify **Us** of the Insured Incident within a reasonable time of it happening and where this failure adversely affects the **Reasonable Prospects** of a claim or **We** consider **Our** position has been prejudiced.

2. Costs We have not agreed

Costs and Expenses or **Vehicle Hire Costs** incurred before **Our** acceptance of a claim. If **We** agree to pay **Vehicle Hire Costs** but subsequently it is established that the accident resulting in the claim was not entirely the other person's fault, **We** will not pay any further **Vehicle Hire Costs**. However, **We** will not seek to recover any costs from **You** that **We** have already paid provided the accident details **You** have supplied are true and complete.

3. Court Awards and Fines

Fines, penalties, compensation or damages that a court or other authority orders an **Insured Person** to pay.

4. Legal Action We have not agreed

Any legal action an **Insured Person** takes that **We** or the **Appointed Representative** have not agreed to, or where an **Insured Person** does anything that hinders **Us** or the **Appointed Representative**.

Policy Cover

Section 8: Legal Expenses Protection

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5. Uninsured Drivers

The **Insured Vehicle** being used by anyone, with **Your** permission, who does not have valid motor insurance.

6. A Dispute with DAS

A dispute with **Us** not otherwise dealt with under Section condition 8.

7. Judicial Review

Costs and Expenses arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.

8. Nuclear, War and Terrorism Risks

A claim caused by, contributed to by or arising from:

- (a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel
- (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it
- (c) war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any other act of terrorism or alleged act of terrorism as defined in the Terrorism Act 2000
- (d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

9. Litigant in Person

Any claim where an **Insured Person** is not represented by a law firm or barrister.

Conditions

1. An Insured Person's Legal Representation

- (a) On receiving a claim, if legal representation is necessary, **We** will appoint a **Preferred Law Firm** as an **Insured Person's Appointed Representative** to deal with their claim. They will try to settle the **Insured Person's** claim by negotiation without having to go to court.
- (b) If the appointed **Preferred Law Firm** cannot negotiate settlement of the **Insured Person's** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then the **Insured Person** may choose a law firm to act as the **Appointed Representative**.
- (c) If the **Insured Person** chooses a law firm as their **Appointed Representative** who is not a **Preferred Law Firm**, **We** will give the **Insured Person's** choice of law firm the opportunity to act on the same terms as a **Preferred**

Law Firm. However if they refuse to act on this basis, the most **We** will pay is the amount **We** would have paid if they had agreed to the **DAS Standard Terms of Appointment**. The amount **We** will pay a law firm (where acting as the **Appointed Representative**) is currently £100 per hour. The amount may vary from time to time.

- (d) The **Appointed Representative** must co-operate with **Us** at all times and must keep **Us** up to date with the progress of the claim.

2. An Insured Person's Responsibilities

- (a) An **Insured Person** must co-operate fully with **Us** and the **Appointed Representative**.
- (b) An **Insured Person** must give the **Appointed Representative** any instructions that **We** ask them to.

3. Offers to Settle a Claim

- (a) An **Insured Person** must tell **Us** if anyone offers to settle a claim. An **Insured Person** must not negotiate or agree to a settlement without **Our** written consent.
- (b) If an **Insured Person** does not accept a reasonable offer to settle a claim, **We** may refuse to pay further **Costs and Expenses**.
- (c) **We** may decide to pay the **Insured Person** the reasonable value of their claim, instead of starting or continuing legal action. In these circumstances the **Insured Person** must allow **Us** to take over and pursue or settle any claim in their name. The **Insured Person** must also allow **Us** to pursue at **Our** own expense and for **Our** own benefit, any claim for compensation against any other person and the **Insured Person** must give **Us** all the information and help **We** need to do so.

4. Assessing and Recovering Costs

- (a) An **Insured Person** must instruct the **Appointed Representative** to have **Costs and Expenses** taxed, assessed or audited if **We** ask for this.
- (b) An **Insured Person** must take every step to recover **Costs and Expenses** that **We** have to pay and must pay **Us** any amounts that are recovered.

5. Cancelling an Appointed Representative's Appointment

If the **Appointed Representative** refuses to continue acting for an **Insured Person** with good reason, or if the **Insured Person** dismisses the **Appointed Representative** without good reason, the cover **We** provide will end immediately, unless **We** agree to appoint another **Appointed Representative**.

Section 8: Legal Expenses Protection

continued

6. Withdrawing Cover

If an **Insured Person** settles or withdraws a claim without **Our** agreement, or does not give suitable instructions to the **Appointed Representative**, **We** can withdraw cover and will be entitled to reclaim from the **Insured Person** any **Costs and Expenses** **We** have paid.

7. Expert Opinion

We may require the **Insured Person** to get, at their own expense, an opinion from an expert that **We** consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by **Us** and the cost agreed in writing between **You** and **Us**. Subject to this, **We** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that an **Insured Person** will recover damages (or obtain any other legal remedy that **We** have agreed to) or make a successful defence.

8. Arbitration

If there is a disagreement between an **Insured Person** and **Us** about the handling of a claim and it is not resolved through **Our** internal complaints procedure, the **Insured Person** can contact the Financial Ombudsman Service for help. Alternatively there is a separate arbitration process. The arbitrator will be a barrister chosen jointly by the **Insured Person** and **Us**. If there is a disagreement over the choice of arbitrator, **We** will ask the Chartered Institute of Arbitrators to decide.

9. Keeping to the Policy Terms

An **Insured Person** must:

- (a) keep to the terms and conditions of this Section
- (b) take reasonable steps to avoid and prevent claims
- (c) take reasonable steps to avoid incurring unnecessary costs
- (d) send everything **We** ask for, in writing, and
- (e) report to **Us** full and factual details of any claim as soon as possible and give **Us** any information **We** need.

10. Claims under this Section by a Third Party

Apart from **Us**, the **Insured Person** is the only person who may enforce all or any part of this Section and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to the policy in relation to any third-party rights or interest.

Important Information

Data Protection

To provide and administer the legal advice service and legal expenses insurance **We** must process **Your** personal data (including sensitive personal data) that **We** collect from **You** in accordance with **Our** Privacy Policy.

To do so, **We** may need to send **Your** information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers or members of the DAS UK Group. To give **You** legal advice, **We** may have to send information outside the European Economic Area. In doing this, **We** will comply with the Data Protection Act 1998. Unless required by law or by a professional body, **We** will not disclose **Your** personal data to any other person or organisation without **Your** written consent.

For any questions or comments, or requests to see a copy of the information **We** hold about **You**, please write to the Group Data Protection Controller at our **DAS** Head Office:

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DAS House
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