



**First Agricultural
Motor
Policy Wording**

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Welcome to First Underwriting Ltd

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

You should have this **Policy** booklet, a **Policy Schedule** (which indicates operative sections) any **Endorsements** that apply to **Your Policy** and a **Certificate** of motor insurance. These documents provide evidence of a legally binding contract of insurance between **You** and **Us**. Please read all documentation carefully, including the terms, conditions and exceptions to ensure they meet **Your** needs. If they do not meet **Your** needs, please return them to **Us** or **Your** insurance broker immediately. If the insurance described does not give **You** everything **You** need, please tell **Us** immediately.

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

Words in bold

Words shown in bold have a particular defined meaning. **You** should refer to the General Definitions to obtain the full meaning of such terms. **We** have also provided additional definitions in the sections within the **Policy** which will also be shown in bold. Also where the context requires:

- a. words in the singular will include the plural and vice versa;
- b. words expressed in one gender shall include all genders;
- c. references to 'a person' shall include any individual, company, partnership or any other legal entity;
- d. any phrase introduced by the term 'include', 'including', 'in particular' or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding that term.
- e. references to a statute, regulation or trade terms of contract will be construed to include all its amendments or replacements.

Please note that all headings within the **Policy** are included for convenience only and will not form part of this **Policy**.

If you have an accident call our 24 hour Claims Helpline:

03333 058120

Law applicable to this contract

The law of England and Wales and the decision of the courts of England and Wales will apply to this contract unless:

You and **We** agree otherwise; or

At the start date of the contract **You** are a resident of (or, in the case of a business, the registered office or principal place of business is in) the Channel Islands or the Isle of Man, in which case the law and the decision of the courts of that territory will apply.

Rights of Third Parties

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

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

Period of insurance and premium payment

We have agreed to insure **You** against loss as described in this **Policy** that may occur within the **United Kingdom** or **Europe** during the **Period of Insurance**, provided that **You** have paid the premium shown in the **Schedule**. The cover **We** provide is subject to the terms, conditions and exceptions contained in this **Policy**

booklet or in any **Endorsement** applying to this **Policy**.

When cancellation follows **Your** failure to pay the full premium, the amount of money to be returned to **You** will be proportionate to the number of days remaining before the expiry of the **Period of Insurance**. This amount will be reduced by all unpaid premiums or unpaid premium instalments outstanding at the date of cancellation. There will be no refund of premium allowable if there has been a loss or incident likely to give rise to a claim during the current **Period of Insurance**. **We** may at **Our** discretion reduce any claims payment by the amount of outstanding or overdue premiums that **You** owe **Us**.

Delegated authority

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

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

Regulation and signature

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

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



Stuart McMurdo
Chief Executive Officer
Accredited Insurance (Europe) Limited – UK Branch



Gemma Stanley
Managing Director
First Underwriting Limited

Regulation:

Malta Financial Services Authority,
Triq I-Imdina,
Zone 1,
Central Business District,
Birkirkara,
CBD 1010,
Malta
www.mfsa.com.mt

Accredited Insurance (Europe) Limited – UK Branch

Authorised and regulated by the Malta Financial Services Authority. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of **Our** regulation by the Prudential Regulation Authority are available from **Us** on request.

Accredited Insurance (Europe) Limited – UK Branch (UK Establishment Number: BR021362; FRN:608422) is the UK Branch of Accredited Insurance (Europe) Limited which is incorporated in Malta (Company number: C59505) with limited liability and with its Registered Office and principal place of business at Development House, St Anne Street, Floriana, FRN 9010 Malta.

Accredited Insurance (Europe) Limited – UK Branch has a place of registration and principal place of business at 70 Fenchurch Street, London, EC3M 4BR. UK Companies House registered no. BR021362

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

Reporting a Claim

What to do when you have an accident

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

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

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

How to contact us

Following an accident or to report any other loss under the **Policy You** should call **Our** claims helpline on 03333 058120.

Our helpline is open 24 hours a day, 365 days a year and is manned by experts who will help **You** through the claims process and get **You** back on the **Road** as soon as possible.

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

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

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

Important information

Data Protection

First Underwriting Ltd are independent data controllers in respect of **Your** personal data. This means that **We** decide how **Your** personal data is processed and for what purposes, and process **Your** personal data is used.

We comply with **Our** obligations under the Data Protection Act 2018 and UK GDPR by keeping personal data up to date, by storing and destroying it securely, by not collecting or retaining excessive amounts of data, by protecting personal data from loss, misuse, unauthorised access and disclosure and by ensuring that appropriate technical measures are in place to protect personal data.

Use of Personal Information

We use personal information for the following purposes:-

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

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

Profiling and Automated Decision Making

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

Collection of Personal Information

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

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

Where We collect Personal Information From

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

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

Sharing of Personal Information

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

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

Retention of Personal Information

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

Use and Sharing of Special Categories of Personal Information

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

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

Your Rights

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

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

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

dataprotection@firstuw.com.

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

Motor Insurance Database

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

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

If the **Vehicle** is involved in a road traffic accident (either in the **United Kingdom**, the EEA or certain other territories), insurers or the MIB (or both) may search the MID to obtain relevant information.

Persons (including their appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.

It is vital that the MID holds the correct details including registration numbers for all of **Your Vehicles**. If incorrect details for any of **Your Vehicles** are shown on the MID **You** are at risk of having the relevant **Vehicle** seized by the police and may delay or cause **Us** not to pay a claim. **You** can check that correct registration number details for **Your Vehicles** are shown on the MID at www.askmid.com.

You or **Your** broker will have been provided with instructions about how to notify changes to the MID of any **Vehicles** covered under this insurance, including the appropriate login process.

Fraud prevention and detection

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

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

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

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

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

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

Claims history

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

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

This helps to check information provided and prevent fraudulent claims.

Our complaints procedure

Our commitment to you

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

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

Complaints Department
First Underwriting Ltd
The Gherkin
30 St Mary Axe
London EC3A 8EP

Telephone: 0330 1245164
Email: fulcomplaints@firstuw.com

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

If **Your** complaint involves the services of the insurer, **You** may complain to them directly, and **We** will provide the contact details for **You**.

The Financial Ombudsman Service (FOS)

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

The FOS contact details are as follows:

Financial Ombudsman Service Exchange Tower, London E14 9SR

You can telephone for free on:

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

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

Or by e-mail: complaint.info@financial-ombudsman.org.uk

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

If **You** are unsure whether the FOS will consider **Your** complaint or for more information please contact the ombudsman directly, or visit www.financialombudsman.org.uk.

Office of the Arbiter for Financial Services

If **You** are not satisfied with **Our** final response or where **We** have not responded within fifteen (15) working days, **You** may have the right to refer **Your** complaint to:

Office of the Arbiter for Financial Services, 1st Floor, St Calcedonius Square, Floriana, FRN 1530, Malta, telephone (+356) 212 49245. **You** will have to pay EUR 25.00 at the time of making **Your** complaint to the Arbiter to use this service.

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

For more information on the Office of the Arbiter for Financial Services and its complaints process, please visit www.financialarbiter.org.mt.

The Financial Services Compensation Scheme (FSCS)

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

Cancellation

1 Your cancellation rights:

You have the right to immediately cancel the cover within fourteen (14) days of the commencement of the **Period of Insurance** or the receipt of the **Policy**, whichever is later (the 'cooling off period');

You should exercise this right by contacting the entity that effected this insurance on **Your** behalf or by writing to **Us**;

If **You** do exercise this right, and provided no Claim has been made or no circumstance has arisen which is likely to give rise to a claim during the **Period of Insurance**, **We** will return to **You** premium proportionate to the number of days remaining before the expiry of the **Period of Insurance**. The amount of premium to be refunded under this condition will be reduced by all unpaid premiums or unpaid premium instalments outstanding at the date of cancellation;

If the "cooling off period" has expired, **You** may cancel the **Policy** during the **Period of Insurance** in writing via the entity that effected this insurance on **Your** behalf. Provided no claim has been made or no circumstance has arisen which is likely to give rise to a claim during the **Period of Insurance**, **We** will return to **You** premium proportionate to the number of days remaining before the expiry of the **Period of Insurance**. The amount of any premium to be refunded under this condition will be reduced by all unpaid premiums or unpaid premium instalments due.

2 Our cancellation rights:

In addition to **Our** rights set out in the 'Period of Insurance and premium payment' clause or elsewhere in this **Policy**, **We** may, if **We** have a valid reason, cancel this insurance at any time by sending **You** notice in writing to **Your** last known address. The notice will include the reason for the cancellation, which may include but are not limited to **Your**:

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

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

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

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

Definitions

Wherever the following words or phrases appear in **Your Policy**, they will have the meaning given below unless stated otherwise.

Accessories

Motoring equipment (other than **Audio and Visual Equipment**) including electric vehicle charging cables and connectors kept in or on **Your Vehicle** which has been specifically designed for use with **Your Vehicle**.

Approved Repairer or Supplier

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

Audio and Visual Equipment

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

Certificate

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

Cyber Incident

- Deliberate exploitation of any **Vehicle** system vulnerability in order to gain access to any **Vehicle** systems, including the **Vehicle** computer system(s);
- Any non-malicious error or omission that leads to any kind of failure, reduced functionality or the unavailability of any of the **Vehicle** systems, including the computer system(s).

Driver

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

Employee(s)

Any person whilst working for **You** in **Your** business under a contract of employment. This includes any apprentice or anyone working for **You** under a work experience scheme or similar.

Endorsement

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

Europe

Any member country of the European Union, Andorra, Iceland, Norway, Serbia and Switzerland (including Liechtenstein)

Excess

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

Hazardous Goods

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

Insured

The person named in the **Schedule** as such.

Keys

Vehicle unlocking/locking/starting device.

Licence

A valid UK or EU **Licence** to drive a **Vehicle** of the same class as the **Vehicle**.

Market Value

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

Over The Air Updates

Any software and/or setting updates sent and/or installed wirelessly to the **Vehicle**, including, but not limited to, updates related to functionality, performance, safety and security of the **Vehicle**.

Passenger

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

Period of Insurance

The duration of the **Policy** as shown in the **Certificate** and the **Schedule**.

Policy

- a. This document;
 - b. the **Schedule, Certificate, Statement of Fact**, notices and other documents attaching to this document; and
 - c. any **Endorsements** incorporated or issued for incorporation into this document;
- which together constitute the contract of insurance.

Road

Any place compulsory motor insurance legislation applies within the **United Kingdom** or **Europe**.

Schedule

The document containing a summary of the insurance cover that applies.

Statement of Facts

The document outlining all the information given to **Us** by **You** to enable **Us** to construct **Your** contract of insurance.

Trailers and Attachments

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

Any attachment, meaning an agricultural machine or tool which itself cannot be driven and is designed to be attached to an agricultural vehicle and which is **Your** property or for which **You** are responsible.

United Kingdom

England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

Vehicle

Any **Vehicle** (excluding a steam driven vehicle) shown on the **Schedule** or described in the current **Certificate** of motor insurance and registered in the **United Kingdom** as follows:

- agricultural vehicle meaning any **Vehicle** used solely for agricultural purposes;
- quad bike or all terrain **Vehicle**;
- car meaning a private car, estate car or utility car with 8 seats or less;
- commercial **Vehicle** meaning any motor vehicle other than an agricultural **Vehicle**, bus, car, coach, minibus or motorcycle;
- minibus meaning a **Vehicle** designed to carry between 9 and 16 **Passengers** in addition to the driver;
- motorcycle meaning any motorcycle, motorcycle and sidecar, scooter or moped.
- special types meaning a **Vehicle** or agricultural machinery that does not fall within the above categories, including, but not limited to fork lift truck, telehandler, trolley, shovel.

We or Us or Our

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

You or Your

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

Cover provided

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

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

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

All other sections of the **Policy** apply to all cover options

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

Section 1 – Liability to third parties

Third Party Liability

We will cover **You** for **Your** legal liability for:

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

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

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

£20,000,000 in respect of a car; or

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

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

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

Indemnity to Other Persons

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

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

Contingent Liability

We will cover **You** alone when the liability arises out of an accident caused by, or in connection with, any motor **Vehicle** whilst being used in connection with **Your** business or trade, provided that:

- such **Vehicle** is not **Your** property or held by **You** under a hire purchase agreement or hired by or leased to **You**;
- **You** have taken all reasonable steps to ensure that there is in force in respect of such **Vehicle** an insurance that is valid for such use;
- **We** will not be liable for any loss or damage to such **Vehicle**;
- if any claim covered by this sub-section is also covered by any other insurance then **We** shall not be liable to make any contribution to such claim.

Unauthorised Movement

We will cover **You** or any of **Your** principals, directors or **Employees** when liability arises out of an accident caused by 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 **Vehicle** in connection with **Your** business. Provided that:-

- such **Vehicle** is not the property of, or held under a hire purchase agreement or on hire, lease or loan to the principal, director or **Employee** moving it;
- such **Vehicle** is not covered by any other insurance for such damage or loss;

- such **Vehicle** is not moved by anyone other than **You** or one of **Your** principals, directors or **Employees**.

Indemnity to Personal Representatives

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

Emergency Treatment

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

Joint Liability

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

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

Indemnity to Principals

We will cover the principal at **Your** request as far as is necessary to meet the requirements of any agreement or contract entered into by **You** for the performance of work. Provided that, in so far as they can, the principal complies with the terms and conditions of this insurance.

Legal Costs

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

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

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

Application of Limits of cover

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

Exceptions to Section 1

We will not be liable:

- 1 to cover any person other than **You** if that person is entitled to cover under any other insurance.
- 2 for:
 - a) damage to or loss of property belonging to or in the custody or control of the **Insured**;
 - b) damage to premises (or to the fixtures and fittings therein) which are not **Your** property but are occupied by **You** under a leasing or rental agreement if such damage is also covered by any other insurance;
 - c) damage to anything which either is being carried in or on **Your Vehicle**, or is being carried in or on any trailer or other vehicle which is being towed by or attached to **Your Vehicle**;
 - d) damage to or loss of the **Vehicle** or **Trailer**.
- 3 for death of or bodily injury to any person arising out of, or in the course of, that person's employment by the person claiming indemnity under this section if insurance cover in respect of liability for such death or bodily injury is in fact provided pursuant to a requirement of any compulsory Employers' Liability legislation within the **United Kingdom**.
- 4 for death of or bodily injury to any person or loss or damage to property arising while a commercial vehicle or plant forming part of or attached to such **Vehicle** is working as a tool of trade. Provided that this exception does not apply to any:
 - goods carrying commercial vehicle, when the **Vehicle** is operating solely for the provision of power of the self-loading machinery, is immobilised and has all safety features properly engaged and there is no other **Policy** in force that covers the same liability;
 - forklift truck, agricultural tractor, self-propelled agricultural or forestry machine or any **Trailer** attached to such vehicle.
- 5 for death of or bodily injury to any person or loss or damage to property caused by any **Vehicle** bearing a Trade Plate arising beyond the limits of a **Road** except when during the course of the journey it is temporarily garaged elsewhere than in or on any premises which **You** own or occupy.
- 6 for death of or bodily injury to any person or damage to property caused or arising beyond the limits of any carriageway or thoroughfare in connection with:
 - a) the bringing of the load to any commercial vehicle for loading onto;
 - b) the taking away of the load from any commercial vehicle after unloading there from by any person other than the **Driver** or attendant of such vehicle.
- 7 for any legal liability directly or indirectly caused by or contributed to, by, or arising from the **Vehicle** whilst in or on that part of any aerodrome, airfield, airport or military installation which is used for:
 - a) the take-off or landing of aircraft and aerial devices or for the movement of aircraft and aerial devices on the ground;
 - b) aircraft parking including any associated service roads, refuelling areas, ground equipment parking areas, aprons, maintenance areas and hangars.
- 8 for death of or bodily injury to any person or loss or damage to property directly or indirectly caused by pollution or contamination unless caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the **Period of Insurance**.
- 9 arising directly or indirectly from contamination or pollution where it is caused by any substance, liquid, vapour or gas being deliberately released or leaks caused by the failure to maintain or repair **Your Vehicle**, or any part of it. This exclusion includes contamination or pollution of any building or other structure, water, land or the air.
- 10 for death of or bodily injury to any person or loss or damage to property arising out of crop spraying.
- 11 for the death or injury to any person driving **Your Vehicle** or in charge of it for the purpose of driving it;
- 12 for fines, penalties, punitive or exemplary damages awarded intended to punish **Your** wrong doing;

13 for death, bodily injury or damage to property where **Your Vehicle** is towing more trailers than permitted by law.

Exceptions 4, 7, 8 and 9 to Section 1 shall not apply in circumstances where it is necessary to meet the requirements of any compulsory motor insurance legislation operative within the **United Kingdom or Europe**.

Section 2 – Damage to or loss of Your Vehicle

The Cover

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

- In respect of a car, commercial vehicle or minibus, this cover shall not exceed the **Market Value** of the Vehicle (including its **Accessories** and spare parts) immediately before such damage or loss; and
- In respect of an agricultural vehicle, quad bike or all terrain vehicle, this cover shall be limited to the amount declared by **You** and shown in the **Schedule**.

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

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

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

Audio and Visual Equipment

We will also cover **You** for damage or loss as covered by this section to factory fitted **Audio and Visual Equipment** permanently fitted to **Your** Vehicle however, **We** will not provide cover for more than £750 for any **Audio and Visual Equipment** permanently fitted to **Your Vehicle**, that was not factory fitted.

Agricultural Vehicle Equipment

We will also cover **You** against damage or loss of **Accessories** including computer, GPS or satellite navigation equipment directly related to the function of **Your** agricultural vehicle whilst in the **Vehicle** or temporarily removed from the **Vehicle** up to a maximum amount of £20,000. The value of this equipment must be included in the declared value of the **Vehicle**.

Excess

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

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

Excess for Young Drivers

Where the **Vehicle** is damaged whilst being driven by a young **Driver**, **You** will have to pay the first amount of any claim as per the scale below. This is in addition to any other **Excesses** shown on the **Schedule**.

Drivers under 21 years of age £300;

Drivers aged 21 to 24 £200;

Drivers aged 25 years or over who have a provisional **Licence** or have not held, for 12 months or more, a full driving **Licence** issued by the UK or any country which is a member of the European Union £200;

These amounts do not apply in respect of loss or damage from fire or theft or where the **Vehicle** is an agricultural vehicle.

Windscreen Damage

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

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

When required, **We** will also cover the costs to recalibrate **Your Vehicle's** ADAS (Advanced Driver Assistance System) after the replacement of **Your** windscreen.

New for Old

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

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

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

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

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

Hire Purchase and Leasing Agreements

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

Recovery and Re-delivery

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

Exceptions to Section 2

We shall not be liable to pay for:

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

Section 3 – Trailers/Attachments

Agricultural Trailers and Attachments

The cover as specified on the **Schedule** for agricultural vehicles applies to any **Trailer or Attachment** which is used solely for agricultural purposes (including fuel bowsers and **Passenger** carrying trailers) for which **You** are legally responsible whilst attached to or detached from the **Vehicle**.

Where there are no agricultural vehicles specified in the **Schedule**, no cover under Section 2 shall apply for any **Trailers or Attachments**.

Where the cover shown in the **Schedule** is for Comprehensive or Third Party Fire & Theft, there is no maximum value limit under Section 2.

Other Trailers

Section 1 applies to any unspecified **Trailer** whilst attached to the **Vehicle**.

Section 1 and 2 applies to any specified **Trailer** shown on the **Schedule** whilst attached to or detached from the **Vehicle** (but not attached to any other vehicle). **Our** maximum liability under Section 2 will be the value shown in the **Schedule**.

Disabled Mechanically Propelled Vehicles

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

Exceptions to Section 3

We shall not be liable to make any payment:

- 1 if any **Trailer** or disabled mechanically propelled vehicle is being towed otherwise than in accordance with the law;
- 2 if the disabled mechanically propelled vehicle is being towed for reward;
- 3 for damage to or loss of property being carried in or on any **Trailer** or disabled mechanically propelled vehicle;
- 4 for damage to or loss of the disabled mechanically propelled vehicle or unspecified **Trailer**;
- 5 Any loss, damage or liability excluded under Sections 1 and 2;
- 6 in respect of any **Passenger** carrying **Trailer** which does not conform to the latest Health & Safety Executive (HSE) guidelines on carrying **Passengers** on farm **Trailers**.

Section 4 – Loss of Keys

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

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

Provided that **We** shall not be liable for the cost of replacing:

1. any alarms or other security devices fitted to the **Vehicle**.
2. any multi-purpose device which utilises an app to transmit to the **Vehicle**;
3. any app that is utilised to transmit to the **Vehicle**.

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

Section 5 – Personal effects

We will pay up to £250 any one occurrence in respect of damage to or loss of personal effects whilst in or on the **Vehicle** as a result of an accident, fire, theft or attempted theft.

Provided that, **We** shall not be liable for:

- 1 loss or damage to money, credit or debit cards, tickets, jewellery, audio and video equipment and media, documents and securities, mobile phones, satellite navigation equipment, computers and tablets;
- 2 any item that is insured under another **Policy**
- 3 damage to or loss of money or any goods, samples, tools or equipment carried in connection with any business or trade.
- 4 Loss or damage by theft or attempted theft where
 - a) all locks have not been engaged; or
 - b) any windows have been left open; or
 - c) the **Keys** have been left in or on **Your Vehicle**.

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

Section 6 – Medical expenses

We will pay medical expenses of up to £250 incurred by the **Driver** or any other person travelling in or on the **Vehicle** following injury caused by an accident in direct connection with the **Vehicle**.

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

Section 7 – Personal accident

We will pay £10,000 for death, the loss of any limb or the permanent loss of sight in one or both eyes if the **Driver** of the **Vehicle** is accidentally injured in direct connection with an accident whilst travelling in, or getting into or out of the **Vehicle** and within three months of that accident it is the only cause of death or injury.

We will make payment directly to the **Insured** person or their legal representative. Provided that **We** will not be liable to pay for:

- more than £10,000 in respect of any one claim;
- death or injury to any **Driver** under the age of 21 and over the age of 70;
- death or injury to any **Driver** not wearing a seat belt when they are required to do so by law;
- death or injury to any **Driver** convicted of driving while under the influence of drink or drugs at the time of the accident;
- For death or injury arising from suicide or attempted suicide.

Section 8 – Territorial Limits

This **Policy** applies in respect of accidents occurring:

- 1 in the **United Kingdom**;
- 2 in **Europe**;
- 3 in any other countries not shown in 1 and 2 above where **You** have requested and **We** have agreed to provide cover whether or not for an additional premium;
- 4 during transit (including the process of loading and unloading) between ports in countries where **You** have cover by a recognised sea route not normally exceeding 65 hours between ports in these areas.

Customs Duty

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

Other Charges

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

Provided always that:

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

Section 9 – Unauthorised use

We will cover **You** under the terms of and subject to the limitations of Section 1 and Section 2 in the event of any accident occurring while the **Vehicle** is being used or driven by any **Employee** 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 use or drive the **Vehicle** are made aware of the permitted purposes of use as defined in this **Policy**.

Section 10 – Unlicensed Drivers

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

Provided always that:

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

Section 11 – Service and repair

We will cover **You** when the **Vehicle** is in the custody or control of a member of the motor trade for service or repair.

Section 12 – General Exclusions

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

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

- 1 while the **Vehicle** is:
 - a) with **Your** general consent being used for any purpose not permitted by the **Certificate**;
 - b) being driven by any person not authorised by the **Certificate** or who is excluded by **Endorsement**;
 - c) being driven by **You** or any person with **Your** permission and **You** or that person:
 - I. does not hold a UK or EU **Licence** to drive **Your Vehicle** for the use required or has had the **Licence** to drive **Your Vehicle** revoked;
 - II. has held but is currently disqualified from holding or obtaining such a **Licence**;
 - III. does not fully comply with the conditions of their **Licence**;
 - IV. holds, or last held a provisional UK or EU **Licence**, unless **You** or that person is accompanied by a valid full UK or EU **Licence** holder aged 21 years or over and the accompanying full UK or EU **Licence** holder has held a full UK or EU driving **Licence** for at least 3 years and **You** have requested and **We** have agreed to provide cover.
 - d) being used on any race track or race circuit (including the Nürburgring or similar venue);
 - e) being used for racing, pace-making, speed testing or reliability testing or track days;
 - f) carrying more **Passengers** than the maximum seating capacity allows as prescribed by the Vehicle manufacturer;
 - g) carrying any load which exceeds the plated weight limit of the **Vehicle** or maximum carrying capacity as set by the **Vehicle** manufacturer.
- 2 that **You** have accepted by virtue of any agreement or contract unless **You** would have had that liability anyway.
- 3 directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
- 4 arising from, during or in consequence of or in any way relates to:
 - a) earthquake or earthquake shock;
 - b) terrorism as defined by the Terrorism Act 2000 (or where outside the UK any equivalent legislation overseas) except to the extent necessary to meet the requirements of any compulsory motor insurance legislation operative within the **United Kingdom**;
 - c) riot or civil commotion occurring in Northern Ireland, or elsewhere other than in Great Britain, the Isle of Man, the Channel Islands or any member country of the European Union;
 - d) ionising radiation from or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the burning nuclear fuel;
 - e) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter or nuclear installation, nuclear reactor or other explosive nuclear assembly or nuclear component of that equipment;
 - f) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

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

Section 13 – General Conditions

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

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

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

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

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

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

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

- 5 If **You** do not comply with any part of any condition which makes payment of a claim conditional upon compliance with it or any condition or other provision which requires **You** to do or not to do something, and compliance with such condition would tend to reduce:

- a) losses of a particular kind;
- b) loss at a particular location;
- c) losses of a particular time;
- d) the risk of any other loss occurring;
- e) the amount of any loss incurred.

We will not pay for any claim unless **You** can show that non-compliance with the condition could not have increased the risk of the loss or the amount of the loss that actually occurred in the circumstances that occurred.

This Condition also applies to any other person who is entitled to cover under this **Policy**.

If **We** have paid any sums which **We** should not have been liable to pay (on account of a breach of a **Policy** provision), **You** shall be obliged to reimburse **Us** promptly for any such amount.

- 6 **You** must supply the details **We** need of any **Vehicles** covered by this insurance for the purposes of the Motor Insurance Database (MID).
- 7 **We** shall not provide cover nor be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us** or any member of **Our** group to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any country.
- 8 **You** shall at all times maintain the **Vehicle** in an efficient and roadworthy condition and take all reasonable steps to safeguard the **Vehicle** from loss or damage. Where the manufacturer of **Your Vehicle** issues a safety recall or stop-drive notice **You** must obey the manufacturers' instructions until any remedial work has been carried out by the manufacturers' representative. Where required by law, the **Vehicle** must have a current Department for Transport test certificate (called an MOT or annual test depending on the vehicle type).
- 9 **Your Policy** includes cover for car sharing. If **You** are giving **Passengers** a lift in **Your** car, **You** may accept payment for this and it will not be regarded as carrying **Passengers** for hire and reward, provided that:-
- a) The **Vehicle** cannot carry more than 8 people including the **Driver**;
 - b) **You** are not carrying **Passengers** as part of **Your** business of carrying **Passengers**;
 - c) **You** do not make a profit from the payments that **You** receive.

Section 14 – Claims Conditions

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

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