HAVEN INSURANCE

MOTOR FLEET

INSURANCE POLICY

Your policy explained

Version 2.5

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WHAT TO DO IN THE EVENT OF AN ACCIDENT

IF YOU ARE INVOLVED IN AN ACCIDENT YOU SHOULD:

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

Any accident/incident which may give rise to a claim on this policy must be reported to us within 72 hours of occurring on: 0345 092 0700 OR Text "CLAIM" to 83118

If you can provide a contact number for the other party involved or any witness we will speak with them directly on your behalf. We can even do this for you whilst you are at the scene of the accident!

Sections of this contract which apply to you

Type of cover (see Schedule)	Sections that apply
Comprehensive	All sections except B4* (Windscreen and window cover) *Windscreen and window cover only applies if stated in the Endorsement Section of Your Schedule
Third party, fire and theft	A, B1 B3 applies but only for loss or damage caused by fire, lightning, explosion, theft or attempted theft. B5 applies but only for loss or damage caused by fire, lightning, explosion, theft or attempted theft. C D1 applies only to medical expenses of third parties, not the person driving Your Vehicle. D3 E, F, G, H, I
Third party only	A, C D1 applies only to medical expenses of third parties. D3, E , F, G, H, I

PREAMBLE

This insurance contract is a legally binding document between You and Haven Insurance Company Limited (Haven Insurance). In return for Your premium, Haven Insurance agrees to provide the cover shown in the Schedule for the Period of Insurance stated in the Schedule on the terms set out in this contract. This Policy and any Policy Schedule, Endorsements, Clauses and Certificate of Motor Insurance should be read as if they are one document.

The Insurer's acceptance of this risk and the premium calculated is based on the information presented to the Insurer being a fair presentation of the risk to be insured by the policyholder including any unusual or special circumstances which increase the risk and any particular concerns which the policyholder may have about their risk and the cover required.

THE LAW APPLICABLE TO THIS POLICY

Unless We agree otherwise in writing, the law which applies to this policy is the law of England and Wales.

JOINT POLICYHOLDERS

Where more than one person is named in the Schedule as the policyholder this policy will apply separately to each, but this shall not increase Our total liability beyond any limit referred to in this policy, or beyond the total sum We would be liable to settle in respect of any claim for cover under the policy if there had been a single policyholder.

Section A - Definitions

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

Accessories
Permanently fitted audio equipment attached to Your Vehicle(s) (CD, radio or cassette playing equipment).

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

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

Car
A private passenger motor vehicle with a maximum carrying capacity of 7 persons (including the driver) which is not used for hire or reward.

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

Commercial Vehicle
Any motor vehicle manufactured and used for the carriage of goods.

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

Endorsement
An amendment to Your Insurance identified in the Schedule.

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

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

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

Late Reporting Excess
The amount shown in the Schedule which You or any person insured has to pay towards a claim if loss or damage occurs or liability arises and You do not notify Us in accordance with the claims notification provisions set out in Section G-Claims notification and cooperation, but We agree to provide cover in any event.

Limit(s) of Coverage
The maximum sums shown in the Schedule in respect of applicable sections of the policy.

Market Value
The value of Your Vehicle at the date of loss according to the Glass's Guide mid-book value plus the value of Accessories up to a maximum of £250 (irrespective of any Accessories Endorsement). Vehicle condition, mileage and use will also be taken into consideration when assessing the Market Value of Your Vehicle.
If no Glass's Guide value exists, We will use market research, the open market and various other available publications to assist in sourcing a Market Value. This would be done as a matter of course and prior to any need for an independent engineer or assessor valuation. You and We will be bound by that valuation.

Minibus
Any motor vehicle which is a passenger carrying vehicle manufactured to carry more than 7 but not more than 16 passengers in addition to the driver.

Non Fault Accident
An accident or incident which is proven to be entirely and without doubt not Your fault.

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

Personal Belongings
Items owned by You excluding:
1. Money (including credit cards, cash cards, debit cards and cheque cards), stamps, tickets, documents or securities,
2. Jewellery or furs,
3. Tools, goods or samples connected with Your work,
4. Property insured by any other contract,
5. Accessories and other in-vehicle entertainment systems, communication equipment or navigational equipment,
6. Any item carried inside a Trailer.

Private Hire Vehicle
A Car licensed by the local authority to be used for Private Hire for the carrying of passengers for hire and reward.

Public Hire Vehicle
A Car licensed by the local authority to be under a taxi or hackney carriage licence for the carriage of passengers for hire and reward.

Road Traffic Acts
Any Acts, laws or regulations which govern the driving or use of any motor vehicle in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

Schedule
The document which gives details of Your cover.

Special Vehicle Type
A 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 or hire and reward.

Specified Driver
A driver identified in the Schedule as a Specified Driver.

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

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

Supervised Driver
A driver identified in the Schedule as a Supervised Driver.

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

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

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

We or Us or Our
Haven Insurance Company Limited.

Windscreen Excess
The amount or amounts shown in the Schedule which You or any person insured has to pay towards any claim under Section B4.

You or Your
The policyholder or policyholders named in the Schedule.

Young or Inexperienced Driver
A driver up to 24 years old or who has held a licence for less than 12 months.

Young or Inexperienced Driver Excess
The amount payable under Section B2 if at the time that damage or loss arose other than by fire or theft Your Car was last in the custody or control of a Young or Inexperienced Driver covered under Your Policy but not identified as the policyholder in the Schedule.

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

Your Vehicle(s)
Any vehicle or vehicles identified in Your Schedule or any courtesy vehicle arranged by Us whilst Your Vehicle is being repaired after You have claimed under this policy so long as that vehicle is normally based in the United Kingdom. Vehicles are categorised on the Schedule by type.

Section B -Loss of or damage to your vehicle(s)

B1 LOSS OF OR DAMAGE TO YOUR VEHICLE(S) CAUSED BY FIRE OR THEFT

What is covered?
We will cover You in respect of loss of or damage to Your Vehicle(s) which occurs during the Period of Insurance caused by fire, lightning, explosion, theft, attempted theft up to the Limit of Coverage specified in the Schedule and subject to the applicable Excess(es).

B2 LOSS OF OR DAMAGE TO YOUR VEHICLE(S) OTHER THAN BY FIRE OR THEFT (COMPREHENSIVE POLICIES ONLY)

What is covered?
We will cover You in respect of loss of or damage to Your Vehicle(s) which occurs during the Period of Insurance caused by accidental or malicious means up to the Limit of Coverage specified in the Schedule and subject to the applicable Excess(es).
Where Your Vehicle is wholly or partly electronically powered and Your manufacturer supplied domestic charging cable or the rapid charging units standard heavy duty cable is connected to a charge point within 2 metres of Your Vehicle, We will provide cover for damage caused to Your Vehicle by deliberate or accidental damage or impact by a third party to the charging cable whilst it is connected to Your Vehicle.

Provisions applicable to B1 and B2

1. If Your Vehicle is damaged, at Our option We will:
    a) Repair the damage to Your Vehicle; or
    b) Settle the claim by monetary payment; or
    c) Provide you with a replacement Vehicle.
2. We will reduce any monetary payment made to take into account wear, tear and loss of value when We settle claims.
3. We will only repair or replace Your Vehicle under sections B1 and B2 if the Excess has been paid. Where We agree to settle the claim by a monetary payment instead of repairing or replacing Your Vehicle, We will only make a payment where:
    a) The Excess has been paid; or
    b) We reduce the amount of the payment by the amount of the total Excess(es).
4. If Your Vehicle cannot be driven as a result of damage insured by this insurance, We will arrange to move the vehicle so that it can be repaired, returning it after repair to Your address as set out in the Schedule. We will not be responsible for any costs arising from damage caused when moving Your Vehicle from or to Your address and / or to a place where it can be repaired.
5. At your request, We can sub-contract the repair work that we are to carry out to a repairer of Your choice, but this may lead to delays in arranging the repairs. We do not provide a courtesy vehicle if you request that we sub-contract the repair work that we are to carry out to a repairer of Your choice, even if the courtesy vehicle option is shown in your schedule.

6. If We consider Your Vehicle is Beyond Economical Repair as a result of an incident covered by this insurance, subject to Clause 8 below We will provide the registered owner of Your Vehicle with settlement its Market Value up to the value shown in the Schedule and subject to the Limit of Coverage after deducting the Excess. You should be aware that We are entitled to provide the value of Your Vehicle in the Schedule (subject to the Limit of Coverage after deducting the applicable Excess(es)) in full and final settlement of Your claim for damage to Your Vehicle, even if that value is understated. Our obligation to repair Your Car shall be limited to the cost calculated by applying the proportion that the value of the repair service that We are to provide bears to the Market Value of Your Car specified in the Schedule or the Limit of Coverage less the applicable Excess(es).
7. If Your Vehicle is stolen and not recovered, subject to Clause 8 below We will provide the registered owner of Your Vehicle with settlement of its Market Value at the date it was stolen subject to the Limit of Coverage shown in the Schedule after deducting the Excess.
8. If You have bought Your Vehicle under a finance, hire purchase or leasing agreement or Your Car is wholly or partly electronically powered and the batteries are leased and a settlement is due to be made by Us under this policy, and We decide to make a monetary payment to either repair the loss or damage; or because Your Vehicle is Beyond Economical Repair; or because Your Vehicle is stolen and not recovered, then any settlement made will be used to discharge sums owed to the hire purchase company or leasing company or bank, or other lenders first, less the applicable Excess(es). If the settlement amount under the agreement is less than the sum due under the Policy, We will settle the difference with You.
9. If We make a settlement of the Market Value of Your Vehicle or the Limit of Coverage in settlement of a claim under sections B1 and / or B2:
    a) You must send Us the Vehicle Registration Document and any current test certificate.
    b) Your Vehicle will become Our property.
10. If the Insured Vehicle is damaged when being serviced or repaired, this policy will provide cover so long as the person driving the Insured Vehicle holds a full UK driving licence and is listed in the Schedule as entitled to drive.

Your Excess

11. If Your Vehicle is lost, stolen or damaged You are responsible for paying the applicable Excess(es) in the Schedule no matter how the loss or damage happened.

Young or Inexperienced Driver Excess

12. Unless the loss or damage is caused by fire or theft, You will also be required to pay the Young or Inexperienced Driver Excess specified in the Schedule if at the time of the loss or damage the Car was last in the custody or control of a driver named under this policy who is not identified as the policyholder in the Schedule and who is a Young or Inexperienced Driver.

Specified Driver Excess

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

Claims history

14. We reserve the right to withhold your No Claims Bonus record where there is an outstanding payment due.

B3 ACCESSORIES

1. If Accessories (as defined by this insurance) are damaged or stolen from Your Vehicle, subject to the Excess We will repair or replace up to a maximum of £250 in total. At our discretion, in some circumstances We may decide to settle the claim by making a monetary payment instead of repairing or replacing the Accessories.
2. Where We take the option of making a monetary payment instead of repairing or replacing the Accessories, We will reduce the settlement to take into account wear, tear and loss of value when We settle claims for Accessories.

B4 WINDSCREEN AND WINDOW COVER

If the Schedule includes windscreen and window cover, We will replace or repair damage to Your Vehicle's windscreen or windows (excluding sunroofs and panoramic roofs). You will be responsible for the Windscreen Excess as specified in the Schedule. If Your windscreen is chipped and can be repaired rather than replaced an Excess will not be applicable.
At your request, We can sub-contract there pair work that we are to carry out to a repairer of Your choice, however a limit to the value of the repair work that we will carry out will be applicable, as stated in the Schedule.
Any claim relating to Your vehicle's windscreen or windows will not affect Your No Claims Discount.

B5 PERSONAL BELONGINGS

1. If You have comprehensive cover, We will cover loss of or damage to Your Personal Belongings caused by accident, fire, theft or attempted theft whilst they are in Your Vehicle up to a maximum of £100 for any one incident. For the avoidance of doubt, this Section does not cover Personal Belongings belonging to anybody but You.
2. If You have Third Party Fire and Theft cover, We will cover loss of or damage to Your Personal Belongings caused by fire, theft or attempted theft whilst they are in Your Vehicle up to a maximum of £100 for any one incident.
3. Cover will not be provided in respect of the theft of any property which is in an open or convertible vehicle unless it is kept in a locked luggage compartment.
4. We are entitled to reduce the settlement to take into account wear and tear when We settle claims.
5. Any claim for Your Personal Belongings is subject to the Excess.

What is not covered?
See also General Exclusions
Section B does not cover:

1. In respect of each and every claim, the applicable Excess(es) as shown in the Schedule including, or together with, any Inexperienced Driver Excess, any Specified Driver Excess, any Late Reporting Excess and any Windscreen Excess.
2. Except as provided by Sections B3 and B5, loss of or damage to any Accessories or any property other than Your communication equipment, navigation systems, audio visual equipment, radio equipment, trade goods or samples.
3. Damage or loss to Your Vehicle or spare parts or Accessories or Personal Belongings by theft, attempted theft or unauthorised use when:
    a) Your Vehicle (including its boot and bonnet) is unlocked; or
    b) Your Vehicle's windows, sun roof or convertible roof are left open; or
    c) You have not taken other reasonable precautions to protect Your Vehicle; or
    d) You leave paying passengers alone in Your Vehicle (applicable only to Public Hire and Private Hire fleets as noted in the Schedule), or
    e) The keys (or other form of vehicle entry device) have been left in Your Vehicle.

4. The costs of replacement locks, keys or electronic systems as a result of damage to or loss or theft of Your Vehicle's keys.
5. Damage to Your Vehicle's sunroof, panoramic roof panels, lights or reflectors whether glass or plastic.
6. Wear and tear, including rust and corrosion.
7. Loss or damage caused by driving Your Vehicle through deep water or over rough terrain.
8. Repairs or replacements which improve Your Vehicle or Accessories beyond their condition before the loss or damage occurred. If it is necessary to make improvements to Your Vehicle or Accessories by repair or replacement, You will be required to make a contribution to the cost of repair or replacement.
9. Repair or replacement of any signage or advertisement on or in any vehicle being used for Public Hire or Private Hire.
10. Loss of or damage to a Trailer or goods inside or attached to a Trailer.
11. Damage to tyres unless caused by an accident which is covered by this insurance.
12. Damage due to liquid freezing in Your Vehicle's cooling system unless You have taken reasonable precautions and followed the maintenance instructions, as provided by Your Vehicle manufacturer's instructions.
13. Damage or loss due to the use of the wrong fuel or lubricants, or contaminated fuel.
14. Loss of value, whether or not that results from damage covered by this policy.
15. The cost of alternative transport (including hire Vehicle costs) or compensation for You being unable to use Your Vehicle or any consequential losses (including loss of profits or hire charges) incurred by You or anyone insured under this policy.
16. The extra cost of obtaining replacement parts which are not readily available in the UK. This includes increased repair and replacement part costs due to non-availability and / or waiting time and any additional storage costs.
17. Any amount more than the last known list price of any part or Accessory which is no longer available.
18. Loss or damage caused by any person who obtained access to Your Vehicle by fraud or deception.
19. Loss of or damage to Your Vehicle if, at the time of the incident, it was in the custody or control of a person with Your permission who is not covered by this policy.
20. Loss of or damage to Your Vehicle as a result of it being taken or driven by a person who is not insured to drive it by this policy but is a member of Your family or household, or any other person known to You, unless You can prove they intended permanently to deprive You of Your Vehicle.
21. Loss of or damage to Your Vehicle when it is being used for any criminal purpose excluding minor driving offences.
22. Loss or damage to Your Vehicle whilst the driver is under the influence of:
    a) Alcohol,
    b) Illegal drugs, or
    c) Prescription drugs (if instructed not to drive whilst taking them).
23. Anybody who can claim for the same loss under any other insurance policy.
24. Death of or injury to the driver or person in charge of Your Vehicle.

25. Death of or injury to any passenger travelling in the course of their work (except as required by the Road Traffic Acts.)
26. Any claim arising as a result of an act of Terrorism or attempts to avoid Terrorism other than as required by the Road Traffic Acts.
27. Loss resulting from Your Vehicle being repossessed and returning it to its rightful owner.
28. Loss or damage caused by any government, public or local authority confiscating or destroying Your Vehicle.
29. Loss or damage to any vehicle You are driving or using which is not Your Vehicle.
30. Loss or damage to Your Vehicle whilst it is on hire unless either:
    a) The Schedule permits hire; or
    b) This relates to a vehicle-sharing agreement which accords with Section F of this Policy.
31. Damage or loss to Your Vehicle when Your Vehicle is carrying or transporting goods for money, unless You have requested this cover and this is shown in Your policy certificate under limitations of use.
32. Loss or damage to the contents of or load being carried on Your Vehicle.
33. Loss or damage to Your Vehicle caused by or arising out of the tipping operation of Your Vehicle. The VAT payable on the cost of repairs or replacement goods if You are VAT registered and entitled to recover the VAT.
34. Mechanical, electronic, computer or software breakdowns, failures, faults or breakages.

Section C - Claims by third parties

What is covered

C1 We will cover persons listed in Section C3 for legal liability caused by or arising out of the use of Your Vehicle or any Trailer attached to, and / or being towed by Your Vehicle:

a) Causing bodily injury or death to a third party (including a passenger); or

b) Damage to a third party's property up to a maximum of £20 million for each claim or series of claims arising from one accident or incident which occurs during the Period of Insurance.

C2 We will cover any emergency treatment fees as required by the Road Traffic Acts.

C3 We will cover the following people in respect of the cover provided in Sections C1 and C2:

a) You, when driving, travelling as a passenger in or getting into, or out of, Your Vehicle.

b) Any person driving Your Vehicle with Your permission who is named in the Schedule and insured by this policy. If you have a Public Hire or Private Hire fleet policy they must hold the requisite driver and vehicle licences in relation to Your Vehicle issued under the Local Government (Miscellaneous Provisions) Act 1976.

c) Any passenger travelling in, or getting into or out of, Your Vehicle.

d) Any person using (but not driving) Your Vehicle with Your permission for social, domestic or pleasure purposes.

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

C4 Should Your Vehicle be wholly or partly electronically powered, We will cover Your legal liability for death or bodily injury arising out of the connection of the insured Vehicle to a domestic or commercial power supply or rapid charging unit, with the permission of the owner or their representative, for the purposes of charging the Vehicle but only whilst it is connected directly by means of the manufacturer supplied domestic charging cable or rapid charging units standard heavy duty cable.

Conditions Applicable to Section C

1. You must notify Us of any police interview, coroner's inquest, fatal accident enquiry or other court proceedings following an accident covered by Section C. We may decide to arrange legal representation. We are entitled to appoint solicitors of Our choice. Our contribution towards legal fees will usually be limited to £2,000 but We may contribute more in exceptional circumstances.
2. We are not obliged to cover legal costs and expenses incurred without Our prior written consent. Further, We require 14 days notice from You or Your legal representatives intention to issue court proceedings on Your behalf in relation to a claim made against the other driver. Failure to provide notification could prejudice Our position, and should this result in Us incurring legal costs without Us considering the prospects of success or Our legal cost exposure, then We will seek recovery from You and / or Your legal representatives.

3. Where an all sections Excess or an Excess applicable to Section C is shown in the Schedule, insofar as it is permitted under the Road Traffic Acts, in respect of each and every occurrence for which a settlement is made by Us under Section C, this Excess is payable to Insurers by You as a contribution to any settlement made by Us.

What is not covered
See also General Exclusions
Section C does not cover:

1. Any person insured under this policy who does not keep to the terms and conditions of this insurance.
2. Liability covered by another insurance policy.
3. Loss of or damage to Your Vehicle (see section B if You have comprehensive or third party fire and theft or fire and theft cover).
4. Loss of or damage to the property owned or in the custody or control of the person claiming cover under this section of the policy, except as stated in section B.
5. Except as strictly required by the Road Traffic Acts, loss, damage or liability to a third party which arises when any person has control or custody of Your Vehicle(s) for profit purposes and does not hold the requisite driver and vehicle licences for Your Vehicle(s) (see Section C3 b) above).
6. Except as required by the Road Traffic Acts, loss, damage or liability to third parties which arises as a result of a passenger opening any door or aperture of Your Vehicle.
7. Any person who is aware the driver of Your Vehicle does not hold a valid licence to drive it for the purpose for which it is being used.
8. Liability for death or injury to the person driving or in charge of Your Vehicle or to any person being carried in or on, getting into or off, a Trailer.
9. Liability in respect of any person killed or injured when travelling in Your Vehicle in the course of their employment (except as required by Road Traffic Acts).
10. Except as required by the Road Traffic Acts, loss, damage or liability to third parties which arises when Your Vehicle is being driven for reward, unless Your policy allows for business use as noted on the Schedule or You have a Vehicle-sharing agreement which accords with Section F of this Policy.
11. Liability for death, injury or damage resulting from Your Vehicle or machinery attached to it being used as a tool of trade.
12. Any claim resulting from, preparing, selling or supplying goods, food or drink on or from Your Vehicle.
13. Liability for any accident, injury, damage or loss caused directly or indirectly by carrying Hazardous Goods, other than to meet the requirements of the Road Traffic Acts.
14. In relation to Trailers:
    a) Liability for loss or damage caused by a Trailer which is being towed for profit.
    b) Where more than one Trailer is being towed at any one time.
    c) Where a Trailer is not properly secured to Your Vehicle by towing equipment manufactured for the purpose.
    d) Where a Trailer is not attached to and / or being towed by Your Vehicle when it causes damage.
15. Damage to any public or private highway caused by weight or spillage.
16. Fines penalties, punitive or exemplary damages.
17. Any consequence of Terrorism or steps taken to avoid Terrorism unless required by the Road Traffic Acts. Our liability under the Acts will be limited to the minimum required by the Acts.
18. Any liability for Damage to a third party's property arising directly or indirectly from the charging of Your Vehicle.

Section D - Medical expenses

D1 We will provide cover for medical expenses up to £100 for each occupant of Your Vehicle injured in an accident covered by this policy unless those costs are paid under any other motor insurance policy or any other section of this policy.

D2 If You hold Comprehensive cover, We will provide cover for the insured driver's medical expenses up to £100.

D3 The maximum We will cover in respect of medical expenses for any one accident covered by this policy is £400.

Section E - Using your vehicle abroad

E1 Provided that Your Vehicle is being used for a purpose identified in the Permitted User Section of the Schedule We will provide You with the minimum level of cover for Your Vehicle required by law in any country which:

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

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

Or

b) Has satisfied the European Commission it has made arrangements to meet Article (8) of EC Directive 2009/103/EC on Insurance against Civil Liabilities arising from the use of Motor Vehicles. These countries are currently Norway, Switzerland, Andorra, Iceland, Monaco, San Marino, Vatican City, Serbia, Gibraltar and Liechtenstein. The Certificate of Motor Insurance takes the place of an International Motor Insurance Card (Green Card).

E2 If the compulsory insurance requirements of the country in which the incident occurs (being a country identified in clause E1 a) or b)) requires a higher minimum level of cover than is provided by Section C, We will provide the minimum level of cover required by that country.

E3 We may agree to provide You with the same level of insurance cover You have in the UK on a weekly basis, up to a maximum of 28 days, subject to:

a) Prior notice of at least 48 hours is given before using Your Car abroad; and

b) Any additional premium due being paid

E4 If the law of a foreign country covered by this insurance requires Us to settle a claim We would not otherwise be liable to settle, We may recover the amount of the claim from You or the person the claim was made against.

Section F - General conditions

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

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

Your duties

We will only provide insurance if:

1. Any person insured by this insurance has complied with all the Conditions in this contract and in the Schedule.
2. You and anybody left in charge of Your Vehicle have taken all reasonable steps to prevent loss of or damage to it.
3. You and anybody left in charge of Your Vehicle comply with all statutory and vehicle licensing authority regulations and requirements.
4. You and anybody left in charge of Your vehicle maintain Your Vehicle in an efficient and roadworthy condition and comply with all statutory regulations and vehicle licensing authority regulations regarding its use, road worthiness and condition (e.g. You must hold a valid MOT certificate and Your Vehicle must have legally correct tyres, lights, brakes etc).
5. The information given in the proposal form or statement of fact and declaration and at each renewal is, as far as You know, correct and complete and the information provided when making any claim under the policy is true to the best of Your knowledge.
6. You notify Your Agent **as soon as possible** if there is any change in circumstances or to the material facts previously disclosed by You to Us. Examples of material changes include, but are not limited to:
    a) A change of vehicle.
    b) All changes made to Your Vehicle if they make it different from the manufacturer's standard specifications (even if the changes are purely cosmetic).
    c) A change of Your address.
    d) Change to your contact details i.e. contact telephone number or email address.
    e) A change in Your occupation or that of any driver named on Your policy.
    f) A change in the purpose for which Your Vehicle is used.
    g) A change in the specified drivers on the policy.
    h) You or any Specified Driver passing Your driving test if a provisional driving licence was held at inception of the insurance.
    i) Changes to the Endorsements required.
    j) Motoring and non-motoring convictions.
    k) Details of medical conditions which may affect Your ability (or the ability of anybody insured to drive Your Vehicle) to drive. These include, but are not limited to, diabetes, epilepsy or a heart condition.
    l) Changes to the information provided in the proposal form or statement of fact may result in amendments to Your cover or premium, for example:
        i. We may apply additional terms or restrictions to Your policy.

ii. If You make an adjustment to your policy during the Period of Insurance which results in an increase in your premium, any outstanding premium due will be calculated by Us on a pro rata basis.

iii. If You hold an annual policy and make an adjustment to Your policy during the policy period which results in a decrease in Your premium, the refund of premium due to You will be calculated by Us on a pro rata basis. Any refund will be issued to Your agent. No refunds are available for mid term adjustments on short term policies.

iv. If You request a change which falls outside of the policy acceptance criteria, We may cancel your policy in accordance with the terms set out in section H: Cancelling Your policy.

7. You allow Us to examine Your Vehicle at any reasonable time, if requested.
8. Unless You have Our written agreement, You (or any person covered by this insurance) must not admit blame, or make any offer, promise or payment to a third party or parties.
9. If You have a Public Hire or Private Hire fleet policy and the vehicle(s) are driven for reward, the insured driver must hold a valid and current driver and vehicle public/private hire car licence issued under the Local Government (Miscellaneous Provisions) Act 1976.

Fair presentation of the risk

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

Section G - Claims notification and co-operation

Conditions

1. You must report any claim, incident or loss to Us regardless of fault within 72 hours and assist with Our enquiries at all times.
2. You must report any theft, attempted theft or malicious damage relating to Your Vehicle or other property to the police and obtain a crime reference number.
3. Following any occurrence which may give rise to a claim under this policy You must immediately notify Us by telephone using the contact details in the Schedule, to provide preliminary information about the loss or damage. This will include:
    a) Your contact details and details of anybody else in Your Vehicle at the time of the incident.
    b) Details of convictions and outstanding penalty points.
    c) Your policy number.
    d) Information about Your Vehicle and details of the incident.
    e) Details of any witnesses.
    f) Details of other parties involved in any incident, any injuries suffered and any damage to their property.
4. If You fail to assist with Our enquiries or report an incident within 72 hours, We may refuse to settle Your claim except as required by The Road Traffic Acts. We will also charge You a Late Reporting Excess as noted in Your policy Schedule.
5. If Exclusion 6 of Section C does not apply and a passenger causes an incident whilst travelling in, or getting into or out of, Your Vehicle, You must provide Us with a letter that includes a request that We provide cover for that passenger in connection with third party claims (if required). Please be aware that if the passenger has alternative insurance cover the for the incident, no cover will be provided by Us (see General Conditions). This relates only to Private Hire and Public Hire fleet policies as noted in Your Schedule.
6. Where, at Your request, we agree to sub-contract any of our repair services to a sub-contractor of your choice, or where, at our discretion, we agree to settle Your claim by making a monetary payment, We will not accept responsibility for the cost of repairs or replacements which are not authorised in advance by Us.
7. Where, at Your request, we agree to sub-contract any of our repair services to a sub-contractor of Your choice, or where, at our discretion, we agree to settle Your claim by making a monetary payment, any estimate for repairs that You obtain should be copied and marked with Your policy and claim number and sent to Haven Claims, Suite 2a Second Floor, 160 London Road, Sevenoaks, Kent, TN13 1BT.
8. You must telephone Us immediately if:
    a) You receive any letter or other documents about the incident.
    b) You become aware that anyone insured under this policy may, or will be, prosecuted or if there is going to be an inquest or fatal accident inquiry as a result of an incident covered by this insurance.
    c) You become aware that a civil claim may or will be made against anyone insured by this policy arising out of an incident covered by this insurance.

9. You must not answer any letters or proceedings without Our written permission.
10. If We have to settle an additional amount in settlement of a claim under this insurance because of Your delay in providing Us with information or otherwise co-operating with Our reasonable enquiries, We reserve the right to recover the additional amount from You. You will be held responsible under the Policy for delays caused by any other person insured by this policy.
11. Where We or another repairer carry out work on Your Vehicle, parts and accessories, including green recycled parts that are not made or supplied by the vehicle manufacturer but are of similar type and quality, may be used.

Conduct of claims/subrogation

1. We are entitled to take over any claim and to conduct the defence or settlement of any third party claim in Your name or the name of any person claiming under this policy.
2. We are entitled to instruct solicitors of Our choice to act for You in any civil or criminal claim.
3. We will have full control over any legal proceedings brought against a third party.
4. Where We consider it appropriate, We may admit liability on Your behalf or on behalf of anybody else insured by this policy. We have full control of all claims covered by this insurance.
5. We may, at Our expense, bring a claim in Your name or in the name of any person claiming under this policy to recover any amount paid by Us.
6. If We accept Your claim but cannot agree its value, We will appoint a barrister, whose identity is to be agreed between us or failing agreement who is nominated by the Chair of the Bar Council, to value Your claim. You and We will be bound by that valuation.
7. The Market Value of Your Vehicle will not be decided by a barrister but by reference to the Glass's Guide midbook value. Vehicle condition, mileage and use will also be taken into consideration when assessing the value of Your Vehicle. If no Glass's Guide value exists, We will use market research, the open market and various other available publications to assist in sourcing a Market Value. This would be done as a matter of course and prior to any need for an independent engineer or assessor valuation. You and We will be bound by that valuation.

Our Right of Recovery

1. For the avoidance of doubt, the cover provided by the Policy meets the requirements of the provisions of the Road Traffic Acts and to the extent more limited cover is provided by any provisions under this policy the minimum cover required under the Road Traffic Acts will apply, but this is subject to Our right of recovery referred to in clause 2 below.
2. If, under the law of any country this policy covers You in, We must settle a claim for which We would not otherwise provide cover, We may recover any claim settlement from You or from the person who the claim was made against.

Fraud

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

Other insurance

1. Where a claim under this policy is also covered by another insurance policy, We will only settle Our share of the claim.
2. If a person other than You is driving Your Vehicle and is covered by other insurance for claims by third parties, no settlement for those claims will be made under this policy.
3. If You have separate insurance cover for losses which are not insured under this policy, You must tell Us about any settlements You receive which are connected with any claim under this insurance. You must also tell Us about any claim Your other insurers bring for recovery and of sums paid by them.

Contracts (Rights of Third Parties) Act 1999

No person, persons, company or other party not named as insured in the Schedule has any right under the Contracts (Rights of Third Parties) Act 1999 or any subsequent or amended legislation to enforce any terms of this Policy. This does not affect any right or remedy of a third party that exists or is available apart from that Act.

Assignment

This policy is a contract personal to You and may not be assigned or transferred in any circumstances and no person apart from You (or in the case of Your death Your legal representative) shall have any right against Us in respect of the subject matter of this insurance or any right to receive moneys payable either before or after loss and whether admitted or not unless this right has been endorsed on the policy and signed by Us.

Section H - Cancelling Your policy

1. This section applies to policies cancelled by You or by Us. Any refund of premium is calculated on a pro rata basis per vehicle, subject to the following.
    a) If at the time of cancellation You or a third party has made a claim or reported an incident which may give rise to a claim under this insurance policy, We will retain the Premium charged for any vehicle involved whilst the claim is in the process of being settled. The claim will be settled for the purpose of this section when a final settlement is made by Us or when We receive notification that a claim by You or a third party will not be pursued further.
    b) If the claim is settled as non-fault, and subject to payment of any Excess, We will refund a percentage of the premium according to the number of days remaining before the end of the Period of Insurance from the date of cancellation. If settled as a fault or split liability claim and We have incurred costs as a result then no refund of premium will be given for any vehicle involved and the full annual premium will be payable for each vehicle for which a claim is recorded.
    c) Your Agent may charge you a cancellation fee.
    d) If Your insurance policy was arranged for less than 31 days, We will keep the whole premium.

If You decide to cancel:

2. You may cancel this insurance at any time by contacting Us in writing either directly or via your agent or broker, requesting your policy be cancelled. You will not be insured from the date of cancellation. Should you produce a cancelled certificate of motor insurance with the intention of deceiving any person into accepting it as genuine, you may be prosecuted.
3. We will refund the part of Your Premium according to the number of days remaining from the date of cancellation until the end of the Period of Insurance, subject to the status of any claims made on your policy, as outlined in section 1.
4. If You have an Agent, We will refund any premium to Your Agent.

If we decide to cancel

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

7. If You have an Agent, any refund will be sent to Your Agent.

Cancellation with immediate effect / voidance

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

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

Where fraud is identified, We may retain all premiums paid.

Section I - General exclusions

These exclusions apply to the whole of Your policy:

1. Your insurance does not cover any loss, damage or liability arising when Your Vehicle is being:
    a) Driven by or in charge of anybody who is not named in the Certificate of Motor Insurance as a person entitled to drive unless:
        i. That person is a member of the motor trade who is servicing or repairing Your Vehicle.
        ii. Your Vehicle was stolen or taken without Your permission and has been reported as such to the police. You must provide us proof of prosecution or ongoing investigation.
    b) Driven by anyone (including You) who You know is disqualified from driving, or does not hold a licence to drive Your Vehicle, or is prevented by law from holding a licence.
    c) Used for a purpose that involves criminal activity other than minor motoring offences).
    d) Used in or on restricted areas of airports or airfields. We will not provide cover for any claim concerning an aircraft within the boundary of the airport or airfield.
    e) Used for purposes other than those in the Limitations to use section of the Certificate.
    f) Used to carry a load which is more than it was constructed to carry and more than the maximum capacity.
    g) Used to carry dangerous substances or goods, Hazardous Loads or inflammable liquids or gasses in bulk.
2. We will not cover any costs You have accepted under an agreement or contract unless You would have had to cover those costs even if the agreement did not exist.
3. We will not provide cover for deliberate loss or damage caused by anybody insured by this policy.
4. We will not cover any liability, loss, damage, cost or expense insured by another policy.
5. We will not cover any claim for loss or damage or any claim by a third party if:
    a) You use Your Vehicle at a motor racing track or at an off-road 4x4 event or on the Nurburgring Nordschleife.
    b) You use Your Vehicle for racing, rallies, speed trial or endurance tests.
    c) You exceed the seating capacity of Your Vehicle.
    d) Your Vehicle is used for hire or haulage, unless Your Schedule permits that use, and You have requested this cover and this is shown in Your policy certificate under limitations to use.
6. Where a person is identified in the Endorsements section of the Schedule as a Supervised Driver, except as required by the Road Traffic Acts We will not insure that driver or Your Vehicle whilst being driven by that driver unless they are accompanied at all times by at least one of the following:
    a) You; or
    b) A parent of the driver who is also a qualified driver; or
    c) A qualified driving instructor or examiner.

In no circumstances must a Supervised Driver drive Your Vehicle(s) for profit. This Section applies unless and until You receive an amended Schedule. So, for example, where a learner driver passes his or her driving test, they will not be entitled to drive unsupervised until You have an amended Schedule.

7. Except as provided by Section E, any liability, injury, loss or damage whilst Your Vehicle is outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.
8. We will not provide repair services or cover for loss, damage or injury caused (directly or indirectly) by war, invasion, act of foreign enemy, hostilities (regardless of whether or not war has been declared), civil war, rebellion, revolution, or military or usurped power or power or confiscation or nationalisation or requisition or destruction of or damage to property or under the order of any government or public or local authority Nor will We cover for loss, damage or injury arising from attempts to control or prevent these causes. But We will provide cover required by the Road Traffic Acts and by the minimum insurance requirements of any foreign country which We have agreed to extend this insurance to cover. (Please see Section E).
9. We will not provide repair services or cover for any loss or damage (whether direct or indirect) or liability caused by, contributed to or arising from earthquake, riot or civil commotion (except where We need to provide cover to meet the minimum insurance required) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste, or from the combustion of nuclear fuel, the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of it, or pressure waves caused by aircraft and other flying objects.
10. We will not provide cover for any proceedings or judgment against You in any court outside the United Kingdom, unless they arise out of Your Vehicle being used in a foreign country which We have agreed to extend this insurance to cover.
11. Except as strictly required by the Road Traffic Acts, We will not provide repair services or cover for any liability, loss, damage, cost or expense:
    a) If We consider that the driver of Your Vehicle was under the influence of drink or drugs or any substance which would be considered an offence under the relevant law applicable to the driving of vehicles at the time of the accident.
    b) For incidents arising from the loading or unloading of Your Vehicle.
12. We will not provide repair services or cover for any liability directly or indirectly caused by resulting from or in connection with pollution or contamination unless the pollution or contamination rises directly from an incident which is covered under the terms of the policy.
13. We will not provide repair services or cover for any liability directly or indirectly caused by resulting from or in connection with any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, except to the extent that it is necessary to comply with the minimum requirements of the law relating to compulsory insurance.
14. The VAT payable on the cost of repairs or replacement goods if You are VAT registered and entitled to recover the VAT.

15. We will not provide repair services or cover for loss or damage to any equipment, integrated circuit, computer chip, and computer software or any other computer related equipment caused by computer failure, computer error, malfunction, or a corruption or harmful unauthorised code that is maliciously or accidentally introduced to propagate a computer system.
16. We will not provide cover for any loss, damage, liability, cost or expense of any kind, directly or indirectly caused by or resulting from wear and tear, depreciation, corrosion, rusting, or any other gradually operating cause or the process of cleaning, repair, alteration, renovation, restoration or anything reaching the end of its serviceable life.
17. Where Your Vehicle is wholly or partly electronically powered:
    a) We will not be liable for any claim arising out of the charging of Your Vehicle using a charging cable which is not
        i. Supplied by the vehicle manufacturer,
        ii. The rapid charging units standard heavy duty cable.
    b) We will not be liable for any claim where the manufacturer supplied charging cable is not connected directly into both the rapid charging unit or wall socket and the charge point on Your Vehicle itself during the charging of Your battery.

Important information

WHO ARE WE?

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

FINANCIAL SERVICES COMPENSATION SCHEME

If We are unable to meet Our liabilities You may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Further information about compensation scheme arrangements is available at www.fscs.org.uk, by emailing enquiries@fscs.org.uk or by phoning the FSCS on 0207 741 4100.

SHARING YOUR PERSONAL DATA – DATA PROTECTION

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

How We will use Your personal data
To manage Your insurance with Us
This may include sharing Your personal data with:

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

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

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

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

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

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

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

To prevent and detect fraud
Before We provide services, goods or financing to You, We undertake checks for the purposes of preventing fraud and money laundering, and to verify Your identity. These checks require Us to process personal data about You.
The personal data You have provided, We have collected from You, or We have received from third parties will be Used to prevent fraud and money laundering, and to verify Your identity.
Details of the personal information that will be processed include, for example: name, address, date of birth, contact details, financial information, employment details, device identifiers including IP address and vehicle details.
We and fraud prevention agencies may also enable law enforcement agencies to access and Use Your personal data to detect, investigate and prevent crime.
We process Your personal data on the basis that We have a legitimate interest in preventing fraud and money laundering, and to verify identity, in order to protect Our business and to comply with laws that apply to Us. Such processing is also a contractual requirement of the services or financing You have requested.
Fraud prevention agencies can hold Your personal data for different periods of time, and if You are considered to pose a fraud or money laundering risk, Your data can be held for up to six years.

If We, or a fraud prevention agency, determine that You pose a fraud or money laundering risk, We may refuse to provide the services or financing You have requested, or to employ You, or We may stop providing existing services to You.
A record of any fraud or money laundering risk will be retained by the fraud prevention agencies, and may result in others refusing to provide services, financing or employment to You.
If You have any questions about this, please contact Us on the details below.
Whenever fraud prevention agencies transfer Your personal data outside of the European Economic Area, they impose contractual obligations on the recipients of that data to protect Your personal data to the standard required in the European Economic Area. They may also require the recipient to subscribe to 'international frameworks' intended to enable secure data sharing.

Your Rights
Your personal data is protected by legal rights, which include Your rights to object to Our processing of Your personal data; request that Your personal data is erased or corrected; request access to Your personal data.
For more information or to exercise Your data protection rights, please contact Us Using the contact details below.
If You would like to read the full details of how Your data may be used please view Our privacy statement here: www.haven.gi/privacystatement, phone us on 0345 0920704, email dataprotection@haven.gi, or write to us at Haven Insurance Company Limited, No. 1 Grand Ocean Plaza, Ocean Village, Gibraltar, GX11 1AA.

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

Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF
www.ico.org.uk

Gibraltar Regulatory Authority
2nd Floor Eurotowers 4
1 Europort Road
Gibraltar
www.gra.gi

COMPLAINTS

We're committed to providing You with a first class service but We recognise that there may be an occasion when You feel We may not have done this and You wish to make a complaint. We will always try to resolve any complaint speedily and at the earliest possible stage.
If You are not satisfied with the service provided by Your Agent, please contact them. If You are not satisfied with Our service please contact Us straight away by calling Us on **0345 0920704** or by emailing **complaints@haven.gi**

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

Customer Relations:
Haven Insurance Company Limited
No.1 Grand Ocean Plaza
Ocean Village
Gibraltar
GX11 1AA

We will try to resolve Your complaint on receipt but if this is not possible then We will send You a written acknowledgement after We receive Your complaint. This will tell You the name of the person handling Your complaint and enclose Our complaints procedure leaflet.
We will write to You to confirm Our resolution of Your complaint. If We have not resolved Your complaint within eight weeks, or if Your complaint is still not resolved to Your satisfaction, You have the right to refer Your complaint to the Financial Ombudsman Service. The contact details for the Financial Ombudsman Service are:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR
Telephone: 0800 0234567
www.financial-ombudsman.org.uk

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

PREMIUM PAYMENTS

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

Unusual circumstances

1. If Your Vehicle is deemed by Us to be Beyond Economic Repair before You have paid all monthly instalments, the outstanding premium will be deducted from any settlement to Your Vehicle's owner under this insurance.
2. With Our agreement, any extra premium arising from changes to this insurance may be spread out over existing monthly instalments. If You pay annually, You must pay the extra premium in full at the time the change is requested.

CLAIMS PROCESS REMINDER

IF YOU ARE INVOLVED IN AN ACCIDENT YOU SHOULD:

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

NEVER ADMIT LIABILITY at the scene of the accident.

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

TAKE PICTURES (use your phone)
If safe to do so, photograph the vehicles, registration numbers, any passengers and the scene of the accident.

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

Any accident/incident which may give rise to a claim on this policy must be reported to us within 72 hours of occurring on: **0345 092 0700** OR Text **"CLAIM"** to **83118**

WE WILL DO THE REST!

November 2018 Version 2.5

HAVEN
INSURANCE

www.haven.gi

HAVEN INSURANCE COMPANY LTD.

Registered office:
No.1 Grand Ocean Plaza, Ocean Village,
Gibraltar, GX11 1AA

Registered number: 85914