HAVEN INSURANCE

Motor Fleet

Insurance Policy

Your policy explained

Version 3.4

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 the registration number, makes and models of any vehicles involved.
5. If possible and safe to do so, take photos of all the vehicles involved, including Your own, the registration numbers of the vehicles, any damage caused as a result of the accident, the accident location and any road markings.
6. Take note of the names, contact details and addresses of any witnesses present.
7. Notify the police at the scene of the accident if any party is injured.

Any accident/incident which may lead to a claim on this policy must be reported to Us as soon as You can on: 0113 487 1074.

To discuss an existing claim, please contact: 0113 487 1075.

If You are involved in an accident or incident that involves another person, or injury to another person or damage to another person's vehicle or property then You must tell Us as soon as You can and within 72 hours of the accident or incident first occurring on: 0113 487 1074. You should report any accident or incident to Us even if You do not think You are to blame.

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!

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Sections of this contract which apply to You

COMPREHENSIVE	All sections except B3* (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, B4 C D1 applies only to medical expenses of third parties, not the person driving Your Vehicle. D3, E, F, G, H, I and J.
THIRD PARTY ONLY	A, C D1 applies only to medical expenses of third parties, not the person driving Your Vehicle. D3, E, F, G, H, I and J.

INTRODUCTION

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 Your policy Schedule, Endorsements, Clauses, Certificate of Motor Insurance and Statement of Fact should be read as if they are one document, and they form the contract between You and Us for Your insurance.

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.

Appointed Claims Handlers

The claims handling companies engaged by Us to manage Your claims.

Beyond Economic Repair

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

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.

Computer System

Any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

Cyber Act

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

Cyber Incident

Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

Cyber Loss

Any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.

Data

Information, facts, concepts, code, or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted, or stored by a Computer System.

Data Protection Legislation

Means the Data Protection Act 2018 and the United Kingdom General Data Protection Regulation, the Gibraltar General Data Protection Regulation and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and Gibraltar, and any successor legislation to the UK and Gibraltar GDPR or the Data Protection Act 2018.

Driver Specific Excess

The amount or amounts shown in the Schedule for each driver named under this policy which You or any person insured have to pay towards any claim for loss, damage or liability when Your Vehicle is in the custody or control of a driver named under this policy.

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 Driver Specific Excess or Windscreen Excess, but excluding Late Reporting Excess.

Fair Presentation

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

Hazardous Loads

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

Late Reporting Excess

The amount shown in the Schedule which You or any person insured may have to pay if You are involved in an accident or incident that leads to a liability or claim on Your policy and You do not tell Us about the accident or incident in accordance with the claims reporting provisions set out in Section H – Claims notification and co-operation, but We agree to provide cover in any event. The Late Reporting Excess only applies to claims arising from accidents and incidents where a third party has made a claim against You or Your policy. It does not apply to claims for accidental damage, vandalism, fire and/or theft affecting Your Vehicle(s).

Limit(s) of Coverage

The value shown in the Schedule.

Market Value

The cost of replacing Your Vehicle with one of similar make, model and specification, taking into account the age, mileage and condition of Your Vehicle. To determine the market value, We will typically request the advice of an engineer and refer to guides and any other relevant sources.

Non Fault Accident

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

Period of Insurance

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

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.

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, Northern Ireland, the Isle of Man, the Island of Guernsey, the Island of Jersey and the Island of Alderney.

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 B3.

You or Your

The policyholder or policyholders named in the Schedule.

Your Broker

The intermediary through whom You take out this insurance.

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, or 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 section B – Loss of or damage to Your Vehicle(s) 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 Economic Repair as a result of an accident or incident covered by this insurance, subject to clause 8 below We will provide the owner of Your Vehicle with settlement of its Market Value up to the Limit of Coverage after deducting the Excess. You should be aware that We are entitled to provide settlement up 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 under-stated. Our obligation to repair Your Vehicle shall be limited to the cost calculated by applying the proportion that the value of the repair service that We are to provide bears to the Market Value of Your Vehicle up to 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 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 Vehicle is wholly or partly electronically powered and the batteries are leased and a settlement is due to be made by Us under this policy, and We decide to make a monetary payment to either repair the loss or damage; or because Your Vehicle is Beyond Economic 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, less the applicable Excess(es).

If the settlement amount under the finance or hire purchase agreement is less than the sum due under the policy, We will settle the difference with You. If the settlement amount under the leasing agreement is less than the sum due under the policy, no further settlement will be made to 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 Your Vehicle is damaged when being serviced or repaired, this policy will provide cover so long as the person driving Your 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.

Driver Specific Excess

12 Unless the loss or damage is caused by fire or theft, You will also be required to pay the Driver Specific Excess of the driver last in the custody or control of Your Vehicle and named in the Schedule. Driver Specific Excess is specified for each driver in the Schedule.

Confirmed claims experience

13 We reserve the right to withhold Your confirmed claims experience record where there is an outstanding payment due.

B3 WINDSCREEN AND WINDOW COVER

1 If the Schedule includes windscreen and window cover, We will replace or repair damage to Your Vehicle’s windscreen or windows (excluding sunroofs, detachable hardtops and panoramic roofs). You will be responsible for the Windscreen Excess as specified in the Schedule.

2 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.

3 If We consider Your Vehicle is Beyond Economic Repair as a result of an accident or incident covered by this insurance, subject to Section B - Provisions applicable to B1 and B2 clause 9, We will provide the owner of Your Vehicle with settlement of its Market Value up to the Limit of Coverage after deducting the Windscreen Excess. You should be aware that We are entitled to provide settlement up to the Limit of Coverage after deducting the applicable Excess(es) in full and final settlement of Your claim for damage to Your Vehicle’s windscreen or windows, even if that value is under-stated. Our obligation to repair Your Vehicle’s windscreen or windows 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 Vehicle up to the Limit of Coverage less the applicable Excess(es).

B4 WHAT IS NOT COVERED?

See also Section J - 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 Driver Specific Excess, any Late Reporting Excess and any Windscreen Excess.

2 Loss of or damage to any Accessories or any property other than Your Vehicle. For the avoidance of doubt there is no cover for communications equipment, navigation systems, taxi meters, telematics equipment, payment or PDA systems, audio or audio visual equipment or radio equipment.

3 Damage or loss to Your Vehicle or spare parts 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, detachable hardtop, 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 beyond its condition before the loss or damage occurred. If it is necessary to make improvements to Your Vehicle 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, or is affected by the use or consumption of:
   a Alcohol,
   b Illegal drugs, or
   c Medication (prescribed or otherwise, where the driver has been advised or instructed not to drive whilst taking that medication, including but not limited to instruction/guidance provided in information leaflets accompanying medication).
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 the Limitations as to use section of the Certificate of Motor Insurance allows hire.

31 Loss or damage to Your Vehicle when Your Vehicle is carrying or transporting goods for money unless the Limitations as to use section of the Certificate of Motor Insurance allows Business Use and the carrying or transport of goods.

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.

34 Value Added Tax (VAT) on any costs We agree to cover on Your behalf if You are VAT registered and entitled to recover VAT.

35 Loss of or damage to Your Vehicle as a result of mechanical, electrical, electronic, computer or software breakdowns, failures, faults or breakages.

Section C
Claims by third parties

What is covered?

1 We will cover persons listed in Section C clause 3 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 £2 million for each claim or series of claims arising from one accident or incident which occurs during the Period of Insurance.

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

3 We will cover the following people in respect of the cover provided in Section 1 and 2:

- 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 Certificate of Motor Insurance 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 C clause 3 a) to d).

4 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 subject to Our sole discretion.

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 Section J - 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 C clause 3 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 the Limitations as to use section of the Certificate of Motor Insurance allows this use.

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 Loads, 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

1 We will provide cover for medical expenses up to £100 for each passenger 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.

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

3 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

1 Provided that Your Vehicle is used for social, domestic and pleasure use only unless expressly agreed by Us, We will provide You with the minimum level of cover for Your Vehicle required by law in any country listed below:

Andorra	France	Luxembourg	San Marino
Austria	Germany	Malta	Serbia
Belgium	Gibraltar	Monaco	Slovakia
Bosnia & Herzegovina	Greece	Netherlands	Slovenia
Bulgaria	Hungary	Norway	Spain
Croatia	Iceland	Poland	Sweden
Czech Republic	Italy	Portugal	Switzerland
Denmark	Latvia	Republic of Cyprus	Vatican City
Estonia	Liechtenstein	Republic of Ireland	
Finland	Lithuania	Romania	

2 The Certificate of Motor Insurance takes the place of an International Motor Insurance Card (Green Card).

3 If the compulsory insurance requirements of the country in which the incident occurs (being a country identified in Section E, clause 1) requires a higher minimum level of cover than is provided by Section C – Claims by third parties, We will provide the minimum level of cover required by that country.

4 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 31 days, subject to:

- **a** Prior notice of at least 48 hours is given before using Your Vehicle abroad; and
- **b** Any additional premium due being paid.

5 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.

6 In the event of a claim, You will be required to evidence Your travel.

7 Cover under this section only applies when:

- **a** Your Vehicle is registered in the Territorial Limits,
- **b** Your Vehicle is normally kept within the Territorial Limits, and
- **c** You have a permanent residence within the Territorial Limits.

Section F
Repair plus

What is covered?

1 In the event that;

- **a** You, when driving Your Vehicle, or
- **b** any person driving Your Vehicle with Your permission who is named in the Certificate of Motor Insurance and insured by this policy, or
- **c** Your Vehicle

is involved in an accident or incident with a Car or Vehicle which is driven by a third party who;

- **a** can be traced, and
- **b** has valid and current insurance to drive the third party Taxi, and
- **c** this accident or incident causes damage to Your Vehicle,

Then, if We decide that;

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

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

Conditions applicable to Section F

1 We will only provide cover under Section F if the third party who was wholly responsible for causing the accident or incident can be traced within a reasonable time but in no event longer than 3 months and is validly and currently insured in respect of the loss or damage caused.

2 If You or any person driving Your Vehicle with Your permission, who is named in the Certificate of Motor Insurance and insured by this policy were/are in any way at fault in the incident and You knew this or would have been reasonably expected to have known and did not inform us, then We will not provide any further assistance and We will be entitled to seek immediate recovery of Our costs from You.

3 If Your Vehicle cannot be driven as a result of damage covered by this insurance, We may arrange to move the Car so that it can be repaired, returning it after repair to Your address as set out in the Schedule. We will not be responsible for any costs arising from loss or damage caused when moving Your Vehicle from or to Your address or to a place where it can be repaired.

What is not covered?

See also Section J - General exclusions

1 Where We have agreed to handle Your claim under Section F of this policy, We will not provide cover if it subsequently transpires that in Our sole opinion, You or any person driving Your Vehicle with Your permission, who is named in the Certificate of Motor Insurance and insured by this policy were/are at fault in any part for the accident or incident. We will cover for any repairs already performed or irrevocably contracted to be performed prior to it becoming clear to Us that You are at fault, unless condition 2 applicable to Section F – Repair plus applies.

2 Repairs or replacements which improve Your Vehicle beyond its condition before the damage occurred. If it is necessary to make improvements to Your by repair or replacement, You will be required to make a contribution to the cost of repair or replacement (betterment).

3 Loss of or damage to a trailer or goods inside or attached to a trailer.

4 Loss of value even if it results from damage covered by this policy.

5 The cost of alternative transport (including hire Car 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.

6 The extra cost of obtaining replacement parts which are not readily available in the UK. This includes increased repair and replacement part costs due to non-availability and / or waiting time and any additional storage costs.

7 Any amount more than the last known list price of any part which is no longer available.

8 Loss or damage to Your Vehicle when it is being used for any criminal purpose except for minor driving offences.

9 Loss of or damage to Your Vehicle whilst the driver is under the influence of, or is affected by the use or consumption of:

  a Alcohol

  b Illegal drugs, or

  c Medication (prescribed or otherwise, where the driver has been advised or instructed not to drive whilst taking that medication, including but not limited to instruction/guidance provided in information leaflets accompanying medication).

10 Any claim arising as a result of an act of Terrorism or attempted Terrorism or attempts to avoid or escape acts of Terrorism / attempted Terrorism other than as required by the Road Traffic Acts.

11 Loss or damage to Your Vehicle when Your Vehicle is carrying or transporting goods for money unless the Limitations as to use section of the Certificate of Motor Insurance allows Business Use and the carrying or transport of goods.

Section G
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 Broker 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 named drivers on the policy.
   h. You or any named 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 Broker. If at the time of the adjustment You or a third party has made a claim or reported an incident which may give rise to a claim under this insurance policy, We will retain the whole premium whilst the claim is in the process of being settled. The claim will be settled for the purpose of this section when a final settlement is made by Us or when We receive notification that a claim by You or a third party will not be pursued further. If settled as a fault claim and We have incurred costs as a result then no refund of premium will be given. 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 I - 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 H
Claims notification and co-operation

Conditions

1 Following any event that may lead to any claim on Your policy You must tell Us as soon as You can, by telephone on **0113 487 1074**.

2 If You are involved in an accident or incident that involves another person, or injury to another person or damage to another person's vehicle or property, You must tell Us as soon as You can and **within 72 hours** of the accident or incident first occurring. You must do this even if You do not think that You are to blame.

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 any convictions and pending prosecution for You and any named driver.
- 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 You must report any theft, attempted theft or malicious damage relating to Your Vehicle or other property to the police as soon as You can and obtain a crime reference number. You will give Us the crime reference number if We ask You.

5 You agree at all times to help Us with Our reasonable enquiries and reasonable requests for information about any claim, accident or incident.

6 If You do not tell Us **within 72 hours** of the accident or incident first occurring about any accident or incident that involves another person, or injury to another person or damage to another person's vehicle or property and that may lead to a claim on Your policy then, unless You have a reasonable excuse for not telling Us, We may refuse to settle Your claim except as required by The Road Traffic Acts. We may also charge You a Late Reporting Excess in the amount shown in Your policy Schedule unless You have a reasonable excuse for not telling Us about the accident or incident within 72 hours of it first occurring. Our experience shows that when claims are reported quickly it is often easier and costs less to settle those claims, which helps to keep down Our costs and Your premiums. Late reporting can make it more difficult and more expensive to settle a claim.

7 If You do not tell Us about an accident or incident involving another person, or injury to another person or damage to another person's vehicle or property **within 72 hours** of it first occurring, then We will look at why You did not tell Us and We will decide if You had a reasonable excuse for not telling Us in time about Your accident or incident. A reasonable excuse would include if You were unable to get in touch with Us because You or a passenger were in hospital or had to attend a police station following the relevant accident or incident. We do not consider that forgetting to tell Us or being too busy to tell Us would be a reasonable excuse.

8 We do not charge the Late Reporting Excess where Your claim relates to accidental damage, fire, theft or vandalism affecting Your Vehicle or Your claim is for the specific costs of damage to Your Vehicle. The Late Reporting Excess is charged in relation to late reporting of claims involving another person that may lead to a claim against Your policy for personal injury and/or damage to vehicles or property and/or for car hire costs. If We have to charge You the Late Reporting Excess, then this will not affect how We deal with Your claim with any third party.

9 If You have to pay the Late Reporting Excess, then:

- a Where Your policy Excess is £500 or more the maximum You will pay for all Excesses, including Late Reporting Excess, will not exceed the total of Your policy Excess.
- b Where Your policy Excess is less than £500 or there is no policy Excess, the maximum You will pay for all Excesses, including Late Reporting Excess, is £500.

10 We can also refuse to settle Your claim except as required by The Road Traffic Acts if You do not help Us with Our reasonable enquiries and requests for information about any accident or incident that may lead to a claim on Your policy. We will look at whether You have a reasonable excuse for not helping Us, for example, because You have to stay in hospital after the accident or incident.

11 Unless You have a reasonable excuse for any delay, if We incur additional costs under this insurance because of Your delay in providing Us with information or failing properly to help with Our reasonable enquiries, We reserve the right to recover the additional costs from You, or at Our discretion, to discontinue with the management of the claim. You will be held responsible under the policy for delays caused by any other person insured by this policy.

12 If Exclusion 6 of Section C does not apply and a passenger causes an accident 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 for the accident, no cover will be provided by Us.

13 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.

14 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, PO Box 681, Sevenoaks, TN13 9YA**.

15 You must let Us know as soon as You can by telephone on 0345 092 0700 OR text "CLAIM" to 83118, 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 accident 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 accident covered by this insurance.

16 You must not answer any letters or proceedings without Our written permission.

17 Under no circumstances should You instruct Your own solicitor. We only agree to pay costs once the Appointed Representative has been agreed by Us.

18 Where We or any other 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 third party claim against You (or any other person claiming under this policy) and to conduct the defence or settlement of any such third party claim in Your name or the name of any person claiming under this policy.

2 We are entitled to instruct solicitors of Our choice to act for You in any civil or criminal claim against You or any person claiming under this policy.

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 costs incurred 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 be determined as the cost of the replacing Your Vehicle with one of similar make, model and specification, taking into account the age, mileage and condition of Your Vehicle. To determine the market value, We will typically request the advice of an engineer and refer to guides and any other relevant sources.

8 Where We agree to handle Your case as a Non Fault Accident We will repair Your Vehicle and We will handle all aspects of the claim on Your behalf, subject to the provisions set out in Section F – Repair plus.

9 If We incur additional costs 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 costs from You, or at Our discretion, to discontinue with the management of the claim. You will be held responsible under the policy for delays caused by any other person insured by this policy.

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 Certificate of Motor Insurance 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 I
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 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 part 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 If at the time of cancellation no claims have been made, We will refund a part of the premium according to the number of days remaining from the date of cancellation until the end of the Period of Insurance.
- d Any refund due will be sent to Your Broker.
- e Your Broker may charge You a cancellation fee.
- f 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 Your 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 Please note We are obliged to charge You for the period You were on cover unless You can provide Us with proof of alternative cover with another insurer.

If We decide to cancel

4 We or Your Broker may cancel the insurance by sending 7 days notice of cancellation to the email address held on file by Us or Your Broker, or Your last known postal address. 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.

Cancellation with immediate effect / voidance

At Our option, We or Your Broker 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 or Your bank reverse the payment of the insurance premium (chargeback).

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 J
General exclusions

These exclusions apply to the whole of Your policy:

1 We will not cover any claim for loss, damage or liability, and Your policy may be cancelled, if 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 as to use section of the Certificate of Motor Insurance.
- f Used to carry a load which is not properly secured, more than it was constructed to carry or more than the maximum capacity.
- g Used to carry dangerous substances or goods, Hazardous Loads or inflammable liquids or gasses in bulk.
- h Driven by anyone (including You) who is under the influence of, or is affected by the use or consumption of:
  - i Alcohol,
  - ii Illegal drugs, or
  - iii Medication (prescribed or otherwise, where the driver has been advised or instructed not to drive whilst taking that medication, including but not limited to instruction/guidance provided in information leaflets accompanying medication).

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, damage or liability directly or indirectly caused or contributed to by, and Your policy may be cancelled, if:

- a You use Your Vehicle on the Nürburgring Nordschleife or any racetrack, circuit, or prepared course,
- b You use Your Vehicle for any formal or informal race, whether prearranged or not,
- c You use Your Vehicle to partake in any test, competition or organised motoring event,
- d You exceed the seating capacity of Your Vehicle, or
- e Your Vehicle is used for hire or haulage, unless the Limitations as to use section of Your Certificate of Motor Insurance permits hire or haulage.

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 – Using Your Vehicle abroad, 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 – Using Your Vehicle abroad).

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.

10 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 pressure waves caused by aircraft and other flying objects.

11 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.

12 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.

13 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.

14 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.

15 The VAT payable on the cost of repairs that We do not carry out, replacement goods or any monetary settlement made by Us if You are VAT registered and entitled to recover the VAT.

16 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.

17 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.

18 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.

19 We will not provide cover for any Cyber Loss regardless of any other cause or event contributing concurrently or in any sequence thereto (except as required by the Road Traffic Acts).

20 We will not provide cover for any acts of Terrorism causing a Cyber Loss.

21 We will not provide cover for any loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data is not covered, nor will be considered as physical loss or damage for the purposes of this exclusion or any other part of this policy wording.

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 Insurers' 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 Brokers to process and administer Your insurance. As part of Your Brokers 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 Broker 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 Brokers 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 Ombudsman 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 Insurers' 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) and the Motor Insurers' Information Centre (MIIC). MID and the data stored on it may be used by certain statutory and / or authorised bodies including the Police, the DVLA, the DVLNI, Highways England, Anti-Fraud Organisations, the Insurance Fraud Bureau, any other third party who is authorised by the MIB or MIIC to have access for the purpose of checking motor insurance details of individuals for the detection and prevention of crime, and other bodies permitted by law for purposes not limited to but including:

- **a** Electronic Licencing;
- **b** Continuous Insurance Enforcement;
- **c** Law enforcement (prevention, detection, apprehension, and/or prosecution of offenders);
- **d** The provision of government services and other services aimed at reducing the level and incidence of uninsured drivers.

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

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 Brokers 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**, 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 Broker, please contact them. If You are not satisfied with Our service please contact Us straight away 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. You must refer Your complaint to the Financial Ombudsman Service within six months of the date of Our final response letter to You. The contact details for the Financial Ombudsman Service are:

Financial Ombudsman Service

Exchange Tower
London
E14 9SR

Telephone: 0800 0234567

Email: **complaint.info@financial-ombudsman.org.uk**

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.

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www.haven.gi

Haven Insurance Company Ltd.
Registered office:
No.1 Grand Ocean Plaza,
Ocean Village, Gibraltar, GX11 1AA
Registered number: 85914

HAVEN
INSURANCE