Granite
UNDERWRITING

Short Term Private Car Insurance Policy

Your policy explained

Version 1.0

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 the registration numbers, 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: 0173 2747 100 OR text "CLAIM" to 83118.

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 24 hours of the accident or incident first occurring on: 0173 2747 100 OR text "CLAIM" to 83118. 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!

Contents

Sections of this contract which apply to You

COMPREHENSIVE	All sections
THIRD PARTY, FIRE AND THEFT	A, B1 B3 and B4 apply but only for loss or damage caused by fire, lightning, explosion, theft or attempted theft. B5 C D applies only to medical expenses of third parties, not the person driving Your Car. E, F, G, H, I, J and K.
THIRD PARTY ONLY	A, C D applies only to medical expenses of third parties, not the person driving Your Car. E, F, G, H, I, J and K.

Legal Statements

PARTIES TO THE POLICY AND ITS ADMINISTRATION

Insurer

This insurance contract is a legally binding document between You and the Insurer, Haven Insurance Company Limited.

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.

Granite Underwriting

Granite Underwriting is permitted to act as agent of the Insurer for the distribution of non-investment insurance policies. Granite distributes Haven's products entirely through intermediaries who act as Your Broker.

Granite Underwriting receives a commission from the Insurer that is proportional to the insurance premium and covers some of the costs in arranging and administering this policy. Where a premium refund is due, Granite Underwriting will return this commission on a pro rata basis to the Insurer. This commission is included in the total cost paid by You and is subject to Insurance Premium Tax.

Granite Underwriting may also charge an administration fee on each transaction to cover their costs, as detailed on Your Schedule. These fees are not subject to Insurance Premium Tax.

Your Broker

Your contract of insurance will be administered for you by Your Broker, noted on Your Schedule. Please contact Your Broker if You need to make any changes to Your policy. Your Broker may operate on an advised or non-advised basis. Please check how they operate so that You can ensure any product is suitable for Your needs.
You will enter into an intermediary agreement with Your Broker. This sets out any terms, fees and charges set by them.

CONTRACT AND 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.

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.

OWNERSHIP AND CLOSE LINKS

The Insurer and Granite Underwriting are both part of the same group of companies and are both, indirectly, wholly owned subsidiaries of The Acorn Group Limited, a company incorporated in Guernsey (registered number: CMP64972), which is the ultimate parent company of the group.

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

Audio, visual or electronic equipment, permanently fitted to Your Car by the manufacturer.

Appointed Claims Handlers

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

Beyond Economic Repair

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

Business Use

Use of Your Car for work purposes where that work involves driving. Work purposes including travel to and from a place of work or study if that involves driving Your Car for more than a monthly average of 4 hours a day.

See the Limitations as to use section of Your Certificate of Motor Insurance for details of the Business Use permitted by Your policy.

Certificate of Motor Insurance

The document shows the car insured, who is eligible to drive Your Car, what the car may be used for and the Period of Insurance covered.

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 Car 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.

Granite Underwriting

Granite Underwriting - the agent of the Insurer for the distribution of this insurance contract – see Important information Section for more information on regulatory status.

Insurer

Haven Insurance Company Limited – see Important information Section for more information on regulatory status.

Market Value

The cost of replacing Your Car with one of similar make, model and specification, taking into account the age, mileage and condition of Your Car. 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.

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-car entertainment systems, communication equipment or navigational equipment; and

6 Any items carried inside and / or on a Trailer.

Road Traffic Acts

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

Schedule

The document which gives details of Your cover.

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.

Territorial Limits

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

Terrorism

An activity involving a violent or life-threatening act by an individual or organisation with the intention of coercing, intimidating or influencing either an individual person, the civilian population or the government of any country or an act deemed by any law enforcement body to be an act of Terrorism.

Trailer

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

We or Us or Our

The Insurer.

You or Your

The policyholder or policyholders named in the Schedule.

Your Broker

The intermediary through whom You take out this insurance.

Your Car

The Car identified in Your policy Schedule.

Section B
Loss of or damage to Your Car

B1 **LOSS OF OR DAMAGE TO YOUR CAR CAUSED BY FIRE OR THEFT**

What is covered?

We will cover You in respect of loss of or damage to Your Car which occurs during the Period of Insurance caused by fire, lightning, explosion, theft, or attempted theft subject to the applicable Excess(es).

B2 **LOSS OF OR DAMAGE TO YOUR CAR OTHER THAN BY FIRE AND THEFT (COMPREHENSIVE POLICIES ONLY)**

What is covered?

We will cover You in respect of loss of or damage to Your Car which occurs during the Period of Insurance caused by accidental or malicious means subject to the applicable Excess(es).

Provisions applicable to B1 and B2

1 If Your Car is damaged, at Our option We will:
- **a** Repair the damage to Your Car; or
- **b** Settle the claim by monetary payment; or
- **c** Provide You with a replacement Car.

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 Car under Section B – Loss of or damage to Your Car if the Excess has been paid.

4 Where We agree to settle the claim by a monetary payment instead of repairing or replacing Your Car, We will only make a payment where:
- **a** The Excess has been paid; or
- **b** We reduce the amount of the payment by the amount of the total Excess(es).

5 If Your Car cannot be driven as a result of damage insured by this insurance, We will 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 damage caused when moving Your Car from or to Your address and / or to a place where it can be repaired.

6 At Your request, We can sub-contract the repair work that We are to carry out to a repairer of Your choice, but this may lead to delays in arranging the repairs.

7 If We consider Your Car is Beyond Economic Repair as a result of an accident or incident covered by this insurance, subject to clause 9 below We will provide the owner of Your Car with settlement of its Market Value after deducting the Excess. 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 less the applicable Excess(es).

8 If Your Car is stolen and not recovered, subject to clause 9 below We will provide the owner of Your Car with settlement of its Market Value at the date it was stolen after deducting the applicable Excess(es).

9 If You have bought Your Car 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 Car is Beyond Economic Repair, or because Your Car is stolen and not recovered, then any settlement made will be used to discharge any sums owed to the hire purchase company, leasing company, 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.

10 If We make settlement of the Market Value of Your Car in settlement of a claim under sections B1 and / or B2:

- **a** You must send Us the Car Registration Document and any current test certificate.
- **b** Your Car will become Our property.
- **c** Unless We agree to let this insurance continue on a replacement car, this insurance will end on the date You accept settlement.

Your Excess

11 If Your Car is lost, stolen or damaged You are responsible for paying the Excess shown 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 Car and named in the Schedule. Driver Specific Excess is specified for each driver in the Schedule.

B3 **ACCESSORIES**

1 If Accessories (as defined by this insurance) are damaged or stolen from Your Car, subject to the Excess We will repair or replace up to a maximum of £250 in total.

2 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.

3 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, subject to the applicable Excess(es).

B4 **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 Car up to a maximum of £100 for any one incident.

2 If You have third party, fire and theft cover, We will cover for loss of or damage to Your Personal Belongings caused by fire, theft or attempted theft whilst they are in Your Car up to a maximum of £100 for any one incident.

3 Provided that no cover will be provided in respect of the theft of any property which is in an open or convertible car 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.

B5 **WHAT IS NOT COVERED?**

See also Section K - 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.

2 Except as provided by Sections B3 loss of or damage to any Accessories or any property other than Your Car. For the avoidance of doubt there is no cover for communication equipment, navigation systems, audio visual equipment, radio equipment.

3 Damage or loss to Your Car or spare parts or Accessories or Personal Belongings by theft, attempted theft or unauthorised use when:

- **a** Your Car (including its boot and bonnet) is unlocked; or
- **b** Your Car's windows, sun roof or convertible roof are left open; or
- **c** The keys (or other form of Car entry device) have been left in Your Car; or
- **d** There are no signs of forced or violent entry; or
- **e** You have not taken other reasonable precautions to protect Your Car.

4 The costs for replacement locks, keys or electronic systems as a result of damage to or loss or theft of Your Car's keys.

5 Damage to Your Car's sunroof or panoramic roof panels whether glass or plastic.

6 Wear and tear, including rust and corrosion.

7 Loss or damage caused by driving Your Car through deep water or over rough terrain.

8 Repairs or replacements which improve Your Car or Accessories beyond their condition before the loss or damage occurred. If it is necessary to make improvements to Your Car or Accessories by repair or replacement, You will be required to make a contribution to the cost of repair or replacement.

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

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 Car's cooling system unless You have taken reasonable precautions and followed the maintenance instructions, as provided by Your Car manufacturer.

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 car costs) or compensation for You being unable to use Your Car 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 a person who obtained Your Car by fraud or deception.

19 Loss of or damage to Your Car 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 Car 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 Car.

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

22 Loss or damage to Your Car whilst the driver is under the influence of, or if 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 Car.

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 Car 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 Car.

29 Loss or damage to any Car You are driving or using which is not Your Car.

30 Loss or damage to Your Car whilst it is hired or let out or carrying passengers for reward unless this relates to car sharing agreement which accords with Section F - Car sharing of this policy.

31 Damage or loss to Your Car when Your Car is carrying or transporting goods for money unless:

- **a** The Limitations as to use section of Your Certificate of Motor Insurance allows Business Use which includes the carrying or transport of goods; or
- **b** The reward is a mileage allowance permitted by Your contract of employment.

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 Car or any Trailer attached to, and / or being towed by Your Car:
- **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 occurrence which is caused 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 C clause 1 and 2:
- **a** You, when driving, travelling as a passenger in or getting into, or out of, Your Car.
- **b** Any person driving Your Car with Your permission who is named in the Certificate of Motor Insurance and insured by this policy.
- **c** Any passenger travelling in, or getting into or out of, Your Car.
- **d** Any person using (but not driving) Your Car with Your permission for social, domestic or pleasure purposes.
- **e** The legal personal representative(s) of any deceased person identified in Section 3 a) to d).

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 K - 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 Car (see section B if You have comprehensive or third party, 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 (see Section B4 if You have comprehensive or third party, fire and theft cover).

5 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 Car.

6 Any person who is aware the driver of Your Car does not hold a valid licence to drive it for the purpose for which it is being used.

7 Liability for death or injury to the person driving or in charge of Your Car or to any person being carried in or on, getting into or off, a Trailer.

8 Liability in respect of any person killed or injured when travelling in Your Car in the course of their employment (except as required by Road Traffic Acts).

9 Except as required by the Road Traffic Acts, loss, damage or liability to third parties which arises when Your Car is being driven for reward, unless:

- **a** The Limitations as to use section of Your Certificate of Motor Insurance allows Business use.
- **b** The reward is a milage allowance permitted by Your contract of employment; or
- **c** You have a car-sharing agreement which accords with Section F – Car sharing of this policy.

10 Liability for death, injury or damage resulting from Your Car or machinery attached to it being used as a tool of trade.

11 In relation to Trailers, liability:

- **a** 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 Car by towing equipment manufactured for the purpose.
- **d** Where a Trailer is towed for reward.
- **e** Where a Trailer is not attached to and / or being towed by Your Car when it causes damage.

12 Damage to any public or private highway caused by weight or spillage.

13 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.

14 Fines penalties, punitive or exemplary damages.

Section D
Medical expenses

1 We will provide cover for medical expenses up to £100 for each passenger of Your Car 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 Car abroad

1 Provided that Your Car is being 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 Car 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 – Using Your Car abroad, 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 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.

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

6 Cover under this section only applies when:

a Your Car is registered in the Territorial Limits.

b Your Car is normally kept within the Territorial Limits.

c You have a permanent residence within the Territorial Limits.

Section F
Car sharing

You will still be covered by this insurance if You receive payment for giving lifts to passengers so long as:

1 Your Car is not constructed or adapted to carry more than 8 people and is not a motorcycle; and

2 You do not make a profit from the payments received; and

3 The passengers are not being carried in the course of a business of carrying passengers.

Section G
Repair plus

What is covered?

1 In the event that;

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

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 vehicle, and
- **c** this accident or incident causes damage to

Your Car, 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 Car 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 Car Beyond Economic Repair,

We will repair the damage to Your Car 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 G

1 We will only provide cover under Section G 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 Car 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 Car 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 Car from or to Your address or to a place where it can be repaired.

What is not covered?

See also Section K - General exclusions

1 Where We have agreed to handle Your claim under Section G of this policy, We will not provide cover if it subsequently transpires that in Our sole opinion, You or any person driving Your Car 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 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 G – Repair plus applies.

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

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

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

5 The cost of alternative transport (including hire car costs) or compensation for You being unable to use Your Car 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 Car when it is being used for any criminal purpose except for minor driving offences.

9 Loss of or damage to Your Car 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 Car whilst it is hired or let out or carrying passengers for reward unless this relates to car-sharing agreement which accords with Section F – Car sharing of this policy.

12 Loss or damage to Your Car when Your Car is carrying or transporting goods for money unless:

- **a** The Limitations as to use section of Your Certificate of Motor Insurance allows Business Use and the carrying or transport of goods; and
- **b** The reward is a mileage allowance permitted by Your contract of employment.

Section H
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 Void Your policy from inception,

5 Charge You an additional premium, or

6 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 Car have taken all reasonable steps to prevent loss of or damage to it.

3 You and anybody left in charge of Your Car comply with all statutory and vehicle licensing authority regulations and requirements.

4 You and anybody left in charge of Your Car maintain Your Car in an efficient and roadworthy condition and comply with all statutory regulations and Car licensing authority regulations regarding its use, roadworthiness and condition (e.g. You must hold a valid MOT certificate and Your Car must have legally correct tyres, lights, brakes etc).

5 The statement of fact and declaration and at each renewal is, as far as You know, correct and complete.

6 The information provided when making any claim under the policy is true to the best of Your knowledge.

7 You notify Your Broker as soon as possible of any changes to the information provided in the Proposal Form or statement of fact. Due to the short-term nature of this policy, changes and / or additions are not available once the policy has been taken out.

8 You allow Us to examine Your Car at any reasonable time, if requested.

9 You successfully complete broker validation requirements.

10 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.

Section I
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 **0173 2747 100** OR **text "CLAIM" to 83118**.

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 24 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 Car 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 Car and details of the incident.
- **e** Details of any witnesses.
- **f** Details of other parties involved in any incident, any injuries suffered by them and any damage to their property.

4 You must report any theft, attempted theft or malicious damage relating to Your Car 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 24 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. 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 24 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 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.

9 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.

10 If Exclusion 5 of Section C does not apply and a passenger causes an accident whilst travelling in, or getting into or out of, Your Car, 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.

11 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.

12 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 **Acorn Claims, PO Box 681, Sevenoaks, TN13 9YA**, or via email to info@theacorngroup.com.

13 You must let Us know as soon as You can by telephone on 0173 2747 100 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.

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

15 Where We or any other repairer carry out work on Your Car, parts and accessories, including green recycled parts that are not made or supplied by the vehicle manufacturer but are of similar type and quality, may be used.

Conduct of claims/subrogation

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

2 We are entitled to instruct solicitors of Our choice to act for You in any civil or criminal claim against You or any person claiming under this policy. We will have full control over any legal proceedings brought against a third party.

3 Where We consider it appropriate, We may admit liability on Your behalf or on behalf of anybody else insured by this policy. We have full control of all claims covered by this policy.

4 We may, at Our expense, bring a claim in Your name or in the name of any person claiming under this policy to recover any costs incurred by Us.

5 If We accept Your claim but cannot agree its value, We will appoint a barrister, whose identity is to be agreed between Us or failing agreement who is nominated by the Chair of the Bar Council, to value Your claim. You and We will be bound by that valuation.

6 The Market Value of Your Car will be determined as the cost of the replacing Your Car with one of similar make, model and specification, taking into account the age, mileage and condition of Your Car. To determine the Market Value, We will typically request the advice of an engineer and refer to guides and any other relevant sources.

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

8 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 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.

Other insurance

1 Where a claim under this insurance 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 Car 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 by this policy, You must tell Us about any settlements You receive which are connected with any claim under this policy. You must also tell Us about any claim Your other insurers bring for recovery 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 J
Cancelling Your policy

Due to the short-term nature of Your policy, no refund is available in the event of cancellation.

If You decide to cancel

1 You may cancel this insurance at any time by contacting Your Broker, requesting Your policy to be cancelled. You will not be insured from the date of cancellation. Should You produce a cancelled Certificate of Motor Insurance with the intention of deceiving any person into accepting it as genuine, You may be prosecuted.

If We decide to cancel

2 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.

7 If You fail to fulfil broker validation requirements.

Section K
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 Car 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 Car.
  - **ii** Your Car was stolen or taken without Your permission and 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 Car, or is prevented by law from holding a licence; or
- **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 more than it was constructed to carry and more than the maximum capacity.
- **g** Used to carry dangerous substances or goods 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** Your Car is being used on the Nürburgring Nordschleife or any racetrack, circuit, or prepared course,
- **b** Your Car is being used for any formal or informal race, whether prearranged or not,
- **c** Your Car is being used to partake in any test, competition, or organised motoring event, or
- **d** You exceed the seating capacity of Your Car.

6 Unless the Limitations as to use section of the Certificate of Motor Insurance provides cover for Business Use, and except as required by the Road Traffic Acts, We will not cover any loss or damage if You or anybody insured by this policy uses Your Car to travel:

- **a** For work purposes if that work involves driving,
- **b** To and from work or a place of study if that involves driving for more than a monthly average of 4 hours a day.

7 Unless You have Business Use cover and except as required by the Road Traffic Acts, We will not settle any claim by a third party if You use Your Car for the purposes outlined at 6 a) and 6 b) above.

8 No cover will be in place for the recovery of any car from a police or government impound unless this is shown as an Endorsement in the Endorsement section of Your Schedule.

9 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 confiscation or nationalisation or requisition or destruction of or damage to property or under the order of any government or public or local authority. Nor will We pay for loss, damage or injury arising from attempts to control or prevent these causes. 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 Car abroad.)

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 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.

11 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.

12 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 Car being used in a foreign country which We have agreed to extend this insurance to cover.

13 Except as strictly required by the Road Traffic Acts, We will not provide repair services or cover for any liability, loss, damage, cost or expense if We consider that the driver of Your Car 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.

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 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.

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 We will not cover any claim for damage to Your Car's windscreen, windows, sunroof, detachable hardtop or panoramic roof panels whether glass or plastic.

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?

The Insurer

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 Financial Services Act 2019. 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).

Granite Underwriting

Granite Underwriting is a trading name of Acorn Insurance and Financial Services Ltd, a private limited company incorporated in England and Wales (Company Number 01636368). Registered Address 98 Liverpool Road, Formby, L37 6BS. Authorised and Regulated by the Financial Conduct Authority under Firm Reference Number: 311873. Granite Underwriting are permitted to act as agent of the Insurer offering non-investment insurance policies.

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** 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

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 a private 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 in certain circumstances; 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**, 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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Version 1.0

www.haven.gi

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

Granite
UNDERWRITING