

Keep me safe

Fleet Insurance

Policy document



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WELCOME TO LV=

Thank you for choosing to purchase an LV= Insurance policy.

Your policy is underwritten by Highway Insurance, part of the Liverpool Victoria group of companies. Founded in 1843 Liverpool Victoria, which also trades as LV=, is the UK's largest friendly society and together with its subsidiaries is a major provider of insurance and financial services products.

As a friendly society and mutual, Liverpool Victoria exists wholly for the benefit of its members. We have no shareholders taking a share of our profits. Instead we invest our profits in making our products competitive and delivering an outstanding customer service.

Our claims service goes the extra mile. Committed to doing the right thing for our policyholders, we will aim to settle claims quickly, even in the most difficult circumstances.

If you would like to learn more about LV= please visit our website at:

www.LV.com/commercial

CONTRACT OF MOTOR INSURANCE

Fleet

This **policy**, the **schedule**, the **certificate of motor insurance**, the information **you** gave **us** in the **proposal form or statement of fact** and the declarations that **you** have made, form a legally binding **contract of motor insurance** between **you** and **Highway Insurance Company Limited** trading as **Highway Insurance**. This **contract of motor insurance** is a contract personal to **you** and **you** cannot transfer it to anyone else.

We agree to insure **you** under the terms of this **contract of motor insurance** against any liability, loss or damage that occurs within the **geographical limits** during the **period of insurance** for which **you** have paid, or agree to pay, the premium.

You must read this **policy**, the **schedule** and the **certificate of motor insurance** together as one document. The **schedule** tells **you** which sections of the **policy** apply and identifies any applicable **endorsements**. Please check all three documents carefully to make sure that they give **you** the cover **you** want and that **you** comply with all the relevant terms and conditions, including any **endorsements**.

It is therefore essential that **you** provide a fair presentation of the risk, that the **proposal form, statement of fact** and **schedule** are accurate and true to the best of **your** knowledge and belief. If **you** fail to provide a fair presentation of the risk, the **proposal form, statement of fact** and/or **schedule** are inaccurate, incomplete or untrue it may affect **your** rights under the policy.

It is not intended that the Contracts (Rights of Third Parties) Act 1999 should confer any additional rights under this **policy** in favour of any third party.

Unless **we** agree with **you** to apply the laws of another country, the law of England and Wales will apply to this contract (unless **you** live in Guernsey or Jersey, where Guernsey or Jersey law will apply). All communications will be in English.

Use

This **contract of motor insurance** only covers **you** if **you** use the **insured vehicle** in the way described in **your certificate of motor insurance** (under 'Limitations as to Use') and any **endorsements**.

POLICY COVER

Your Cover

The current **schedule** shows what **you** are covered for.

The different kinds of cover are:

- Comprehensive – Sections 1 to 17.
- Third Party Fire and Theft – Sections 1, 2, 5,7,9 to 12,14,15 and 17.
- Third Party Only – Sections 1,7,9 to 12,14,15 and 17.
- Fire and Theft Only – Section 2 only.

POLICY DEFINITION OF TERMS

Definitions

The following words or phrases have the same meaning wherever they appear and are shown in bold throughout this **policy**.

Certificate of Motor Insurance – Legal evidence of **your** insurance. It is one part of the **contract of motor insurance**. It shows the vehicles **we** are insuring, who may drive the **insured vehicle** (where ‘any authorised driver’ is stated, refer to the **schedule** for restrictions), what it may be used for and the **period of insurance**.

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

Contract of Motor Insurance – The **policy**, the **schedule** (including **endorsements**), the **certificate of motor insurance**, the information **you** gave **us** in the **proposal form or statement of fact** and declarations that **you** have made, all form the contract of motor insurance.

Employee –

- a) any person under a contract of service or apprenticeship with the Insured or
- b) any of the following persons whilst working for the Insured in connection with the Business
 - i. any labour master or labour only subcontractor or person supplied by them
 - ii. any self-employed person providing labour only
 - iii. any trainee or person undergoing work experience
 - iv. any voluntary helper
 - v. any person who is hired to or borrowed by the Insured.

Endorsement – Something which alters **your** insurance cover. **Your** cover will be affected by any endorsement that is shown on the **schedule**. (Such endorsements may add exclusions to the cover or require **you** to take action such as fitting approved security.) More than one endorsement may apply. If **you** do not comply with any endorsements, this **contract of motor insurance** may no longer be valid and **we** may refuse to deal with any claim.

Excess – The amount **you** have to pay towards each claim **you** make under this **contract of motor insurance**. There may be more than one excess, part of which may be voluntary (where **you** have chosen to take an excess to receive a discount on **your** premium). The amount of the excess is shown on the **schedule**.

Family or Household – Any member of the **Insured Driver’s** family, or any other person, who is a permanent or temporary resident at the **Insured Driver’s** address.

General Conditions – These describe **your** responsibilities, general information and the procedures that apply in certain situations, such as when there is a claim or the **contract of motor insurance** is cancelled.

General Exclusions – These describe the things that are not covered by the **contract of motor insurance**. They are in addition to the exclusions shown under the headings ‘What is not covered’ in each of the Sections detailing the cover provided.

Geographical Limits – The UK and all EU member states (including Iceland, Liechtenstein, Norway, and Switzerland).

POLICY DEFINITION OF TERMS CONTINUED

Hazardous Goods – means those detailed in the following regulations:

- The Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations (current version in force to apply);
- The 'Approved List of Dangerous Substances' published by the Health and Safety Executive, or any re-enactment or replacement of such regulations and any other legislation of similar intent (including subsequent legislation) if applicable.

Highway Insurance – The trading name of **Highway Insurance Company Limited**.

Highway Insurance Company Limited. – An insurance company, part of the Liverpool Victoria group of companies, authorised by the Prudential Regulation Authority and regulated by the the Financial Conduct Authority and the Prudential Regulation Authority.

Insurance Adviser – the person or company **you** purchased this insurance from.

Insured Driver – Any person who is described in the **certificate of motor insurance** as a person entitled to drive, providing they are not excluded from driving by any **endorsement**, that they hold a valid driving licence and are not disqualified from driving.

Insured Vehicle – The vehicle(s) shown on the current **schedule** and **certificate of motor insurance**.

Laid Up – 'Off the road' and 'out of use' either on a semi-permanent or permanent basis.

Liverpool Victoria Insurance Company Limited trading as LV= – Part of the Liverpool Victoria group of companies.

Market Value – The cost at the date of the accident or loss of replacing the **insured vehicle**, if possible, with one of a similar make, model, age, condition and mileage. **We** will usually ask an engineer to give **us** advice about the market value of the **insured vehicle**, refer to guides of vehicle values and any other relevant sources. In assessing the market value, **you** should consider the amount that could reasonably have been obtained for the **insured vehicle** if **you** had sold it immediately before the accident, loss or theft.

Motorcycle – Any motorcycle, moped or motorcyle and sidecar.

Period of Insurance – The length of time covered by this **contract of motor insurance**, as shown on the current **schedule** and **certificate of motor insurance**.

Policy – This booklet, which sets out the details of cover and all the terms and conditions which apply. It is one part of the **contract of motor insurance**.

Pollution or Contamination –

- a) all Pollution or Contamination of buildings or other structures or of water or land or the atmosphere and
- b) all injury loss or damage directly or indirectly caused by such Pollution or Contamination

All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

Private Car – Any private passenger carrying motor vehicle with not more than eight passenger seats.

Proposal Form or Statement of Fact – The documents filled in by **you**, or on **your** behalf by an **insurance adviser**, or someone else, and all other information **you** gave and declarations made at the time the insurance was arranged and on which **we** have relied when agreeing to offer this **contract of motor insurance**.

If **you** do not give **us** full information at the start, and tell **us** about changes, this **contract of motor insurance** may no longer be valid and **we** may refuse to deal with any claim.

POLICY DEFINITION OF TERMS CONTINUED

Schedule – Forms part of the **contract of motor insurance** and confirms details of **you**, the **insured vehicle(s)** and the cover which applies. It is one part of the **contract of motor insurance**.

Standard Accessories – Accessories made available for the vehicle by the manufacturer as optional extras and for which a receipt must be provided. Standard accessories do not include modifications to the **insured vehicle** or any other accessory fitted to it not provided by the vehicle manufacturer.

We, our, us – **Highway Insurance Company Limited** – trading as **Highway Insurance**.

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

You, your – The person, company or trading name (including subsidiary companies) shown as the insured on the **schedule** and **certificate of motor insurance**.

SECTION 1 LIABILITY TO OTHERS: THIRD PARTY COVER

What is covered

We will insure **you** against everything **you** legally have to pay to people who claim for damages, costs and expenses if they arise from a claim caused by an accident while **you** are driving the **insured vehicle**, loading or unloading (directly from an **insured vehicle**) or in charge of the **insured vehicle**, if **you** kill or injure other people. **We** will also insure **you** for **your** legal liability for damage to their property (including any related indirect loss) up to £5,000,000 for **commercial vehicles** or **motorcycles** and £20,000,000 for **private cars** and for costs and expenses incurred up to £5,000,000.

We will also insure **you** while the **insured vehicle** is towing a caravan, trailer or broken-down vehicle, so long as the towing is allowed by law and the caravan, trailer or broken-down vehicle is attached properly to the **insured vehicle** by towing equipment made for this purpose.

Cover under this section includes liability assumed by **you** under an agreement with others for supplying services or in connection with access to any premises or road owned or occupied by those providing such services.

Also, if there is liability under an agreement to loan or hire a vehicle to **you** the owner of the vehicle will also be granted the cover above, as long as there is no cover under any other contract of insurance.

We will also provide cover under this section to any principal **you** empower provided that **you** would have been entitled to cover if the claim had been made against **you** and the principal agrees to abide by all the terms and conditions of the **policy** including the control by **us** of all claims for which **we** may be liable under this section.

What is not covered

- Loss or damage to the **insured vehicle**, caravan, trailer or broken-down vehicle.
- Any amount above £20,000,000 for damage to other people's property (including any related indirect loss) when caused by an insured **private car** or £5,000,000 where caused by any other **insured vehicle** and any amount above £5,000,000 for costs and expenses incurred.
- Property or goods belonging to (or in the care of) **you** or **your** passengers or being carried in or on any trailer or vehicles being towed.
- Death or injury to the person driving or in charge of the **insured vehicle** or to any person being carried in or on, or getting into or out of, or getting onto or off a trailer or vehicle being towed.
- Loss, damage or liability caused by pollution or contamination as a result of any load seeping from an **insured vehicle** or any load spilling from, or shifting in, an **insured vehicle**.
- Legal liability when **you** are towing any caravan, trailer or broken-down vehicle for profit.
- Liability for death, injury or damage when an **insured vehicle** is not on a public road and is in the process of being loaded or unloaded by any person other than the driver or attendant of an **insured vehicle**.
- Liability for death, injury or damage resulting from using an **insured vehicle**, or of machinery attached to it, as a tool of trade.
- Liability for death or injury to any **employee** of the insured arising during the course of their employment.
- Any liability that is not required to be covered under the terms of the Road Traffic Act whilst **you** are loading or unloading directly from the **insured vehicle**.
- Any liability, injury, loss or damage resulting from anything sold, transported or supplied by **you** or on **your** behalf.
- **You** are not covered under this **policy** to drive any other vehicle not declared to **us**.

SECTION 1 LIABILITY TO OTHERS: THIRD PARTY COVER CONTINUED

Insuring others – What is covered

We will also insure the following people under this Section.

- Any person **you** allow to use the **insured vehicle** as long as **your** current **certificate of motor insurance** says they can and they are not excluded from driving by an **endorsement** shown in the **schedule**.
- Any person (other than the person driving) being carried in, or getting onto or off, an **insured vehicle** or any person who causes an accident while they are travelling in, or getting in or out of, an **insured vehicle**.
- If anyone covered by this **contract of motor insurance** dies, **we** will cover their legal representative to deal with any claims made against that person's estate.

Insuring others – What is not covered

- Legal liability if **your** current **certificate of motor insurance** does not cover the person using the **insured vehicle** or if the person using the **insured vehicle** is excluded from driving or holding a valid driving licence or using the **insured vehicle** as a result of the **general exclusions, general conditions and endorsements**.
- Any liability that is not required to be covered under the terms of the Road Traffic Act whilst any person is loading or unloading directly from the **insured vehicle**.
- Any liability, injury, loss or damage resulting from anything sold, transported or supplied by **you** or on **your** behalf.

Contingent Liability – What is covered

We will also insure **you** for third party liability when, without **your** knowledge or consent, **your employee** is using a vehicle other than **your insured vehicle** for **your** business.

Contingent Liability – What is not covered

Any liability if there is any other insurance covering the same liability.

Costs of Legal Representation – What is covered

If **we** agree in writing first, **we** may pay for the following legal fees if they arise from a claim caused by an accident that is covered under this **contract of motor insurance**.

- The solicitor's fee for representing anyone **we** insure at a court of summary jurisdiction, fatal accident enquiry or coroner's inquest.
- The reasonable costs of legal services **we** arrange for defending you against a charge of death by dangerous driving. **We** may, at any time, stop paying the legal costs.

Costs of Legal Representation – What is not covered

- Any costs which have not first been agreed in writing by **us** or arising from a claim caused by an accident which is not covered under this **contract of motor insurance**.
- Any costs where **we** have chosen to stop payments or arising from a claim which is not covered as a result of the **general exclusions, general conditions and endorsements**.

SECTION 1 LIABILITY TO OTHERS: THIRD PARTY COVER CONTINUED

Corporate Manslaughter – What is covered

The reasonable costs of legal services **we** arrange for defending **you** against a charge of Corporate Manslaughter under the Corporate Manslaughter and Corporate Homicide Act 2007 committed or alleged to have been committed during the **period of insurance**. **We** will also pay prosecution costs awarded and the costs incurred with **our** written consent in appealing against any judgment given provided that this indemnity shall not apply to the payment of fines or penalties or the costs of remedial orders or publicity orders.

Corporate Manslaughter – What is not covered

- Any costs which have not first been agreed in writing by **us** or arising from a claim caused by an accident which is not covered under this **contract of motor insurance**.
- Any costs where **we** have chosen to stop payments or arising from a claim which is not covered as a result of the **general exclusions, general conditions and endorsements**.

Emergency Medical Treatment – What is covered

We will pay for the Emergency Treatment Fees, as required by the Road Traffic Acts, after an accident involving the **insured vehicle**. **We** must, by law, provide this cover.

Emergency Medical Treatment – What is not covered

Any amount that is more than the compulsory fee.

Cross Liabilities – What is covered

The insured named in the **schedule** and each subsidiary company shall be deemed third parties to one another in respect of claims under this section of the **policy**.

SECTION 2 FIRE AND THEFT

What is covered

We will cover **you** for loss or damage up to the market value of the **insured vehicle** at the time of the loss that is caused by fire, lightning, explosion, theft or attempted theft. This includes **standard accessories** on it. **We** will also pay for loss or damage to the **insured vehicle's** fitted in-car entertainment, satellite navigation and security equipment up to a limit of £ 1,000 any one loss.

What is not covered

- Any vehicle which is not the **insured vehicle** and any loss or damage if **you** do not have cover under this section.
- Any insured vehicle that is **laid up** but not kept in a locked private or public garage or in a compound surrounded by secure perimeter walls and/or fences.
- Wear and tear, mechanical, electrical, electronic and computer failure, breakdowns or breakages.
- Compensation for **you** not being able to use the **insured vehicle**, any delay where **we** have to get new parts or accessories or they are unavailable, or the market value of the **insured vehicle** reducing for any reason.
- Any other indirect loss.
- Loss or damage if **you** have not taken reasonable care to protect the **insured vehicle**, (see 'Care of the Vehicle' under the **general conditions**), or if it has been left unlocked or with the keys in it or attached to it, or, if having agreed with us that a specific fitting locking or tracking device, immobiliser or alarm must be fitted, the equipment has not been set and is not working whenever the vehicle is left.
- Loss or damage from repossessing the **insured vehicle** and returning it to its rightful owner, or from any agreement or proposed transaction for selling or hiring the **insured vehicle** or someone taking it by fraud, trickery or deception.
- Loss or damage arising from the **insured vehicle** being taken or driven without the permission of the insured or **insured driver** or hirer, by a person who is not an **insured driver** but is a member of the **insured driver's** or hirer's **family or household**, or by an **employee** or ex-**employee** of the insured or **insured driver**.
- Loss or damage resulting from using an **insured vehicle** or using machinery attached to it as a tool of trade.
- Loss or damage caused deliberately by **you** or any person driving the **insured vehicle** with **your** permission.
- Any additional damage resulting from the **insured vehicle** being moved by **you** after an accident, fire or theft.
- Any amount above £1,000 for any one loss for fitted in-car entertainment, satellite navigation and security equipment.
- Any storage charges unless **you** tell **us** about them and **we** agree in writing to pay for them.
- Tools of trade, documents, samples or goods.
- Keys, remote control or security devices (whether lost or stolen) unless **you** have cover under Section 5 – Lock Replacement.
- Any loss or damage up to the amount of the **excess** that appears on **your schedule**.
- Any satellite navigation or security equipment or accessories, not permanently fitted, that are not **standard accessories**.
- Any loss or damage caused by failure to maintain the **insured vehicle** and safeguard it from such loss or damage.
- Any loss or damage from the **insured vehicle** being confiscated, disposed of or destroyed by or under order of any government or public or local authority.

SECTION 3 ACCIDENTAL DAMAGE

What is covered

We will cover **you** for loss or damage up to the market value of the **insured vehicle** at the time of the loss. This includes **standard accessories** on it. **We** will also pay for loss or damage to the **insured vehicle's** fitted in-car entertainment, satellite navigation and security equipment up to a limit of £ 1,000 any one loss.

Young or inexperienced driver excess.

If the **insured vehicle** is damaged while a young or inexperienced person is driving it, **you** will have to pay part of the cost of each claim as follows:

Driver's age	Amount you pay
Under 21	£400
21 to 24	£300
25 or over who has not held a full UK or EU licence for 12 months or more	£300

This **excess** is in addition to any other **excess** which **you** may have to pay.

What is not covered

Any loss or damage described in 'What is not covered' under Section 2 – Fire and Theft of this **policy**.

We also do not cover the following:

- Any loss or damage up to the amount of the excess that appears on **your** schedule.
- Damage to tyres caused by wear and tear, braking, punctures, cuts or bursts.
- Damage by frost:
 - a) unless **you** have added the appropriately proportioned anti-freeze solution to the water system, as required by the vehicle manufacturer; or
 - b) when the **Insured Vehicle** is not in use (statutory off road notification is in force), completely drained the water from the radiator the cylinder block and the entire circulatory water system by all plugs or taps provided;

New Vehicle Replacement

Where **your** vehicle is a **private car** or goods-carrying vehicle **we** will replace **your** vehicle with a new vehicle of the same make and specification (subject to availability) if within twelve months of purchase new by **you** of a **private car** (or within twelve months of registration if subject to a leasing or contract hire agreement) or within six months of purchase new by **you** (or within six months of registration if subject to a leasing or contract hire agreement) of a goods-carrying vehicle:

- Any repair cost or damage covered by the policy exceeds 50% of the United Kingdom list price of **your** vehicle (including vehicle taxes) at the time of its purchase; or
- **Your** vehicle is stolen and not recovered.

We will only replace **your** vehicle if:

- **You** own the vehicle or **you** bought it under a hire purchase agreement or **you** leased or hired the vehicle under any type of leasing or contract hire agreement; or
- Any interested hire purchase, leasing or contract hire company agrees; or
- **You** are the first registered owner of your vehicle unless it is subject to a leasing or contract hire agreement with **you**.

New **private car** and goods-carrying vehicle replacement does not apply to trailers.

SECTION 4 WINDSCREEN AND WINDOWS

What is covered

We will pay for damage to the **insured vehicle's** windscreen or windows.

The **schedule** shows the maximum amount **we** will pay:

- For any one incident if the windscreen or window is replaced or repaired by Highway Glassline (Telephone 0800 678 1010) or
- For any one incident if any other supplier carries out the repair or replacement.

What is not covered

- Any loss or damage if **you** do not have cover under this Section.
- Damaged sunroofs, roof panels including damage to any part of a convertible hood, lights or reflectors, even if they are made of glass.
- Extra costs for the work to be undertaken outside normal hours, unless the windscreen is shattered, or the driver's vision or the security of the **insured vehicle**, is affected.
- The **excess**, unless **you** have **your** windscreen or window repaired rather than replaced. (The **excess** must be paid direct to the repair or replacement company if **your** windscreen or other windows are replaced, rather than repaired.)

SECTION 5 LOCK REPLACEMENT – STOLEN KEY COVER

What is covered

If the keys, lock transmitter or entry card for the keyless entry system of **your insured vehicle** are stolen, **we** will pay up to £1,000 towards the cost of replacing:

- The door and boot locks;
- The ignition and steering locks;
- The lock transmitter; and
- The entry card.

Provided that **we** are satisfied that the identity or location of **your insured vehicle** is known to any person who may have the keys, transmitter or entry card.

Provided also that reasonable care is taken to safeguard the keys, transmitter or entry card from loss.

What is not covered

Any amount in excess of £1,000 any one loss.

SECTION 6 MEDICAL EXPENSES

What is covered

If **you** or **your** passengers are injured because of an accident involving the **insured vehicle**, **we** will pay up to £500, in addition to the compulsory Emergency Medical Treatment fee (see Section 1), for each person for any medical treatment they receive for any one loss.

What is not covered

Any medical expenses if **you** do not have cover under this Section.

SECTION 7 FOREIGN USE

What is covered

In addition to providing cover within the **geographical limits**, this **policy** in compliance with EU Directives also provides the necessary cover to meet the laws on compulsory insurance of motor vehicles in:

- Any other country which is a member of the European Union; and
- Any country which the Commission of the European Communities is satisfied has made arrangements to meet the requirements of Article 7 (2) of EC Directive 72/166/EC relating to civil liabilities arising out of the use of motor vehicles.

The level of cover provided will be the minimum required to comply with the laws on the compulsory insurance of motor vehicles of the country in which the accident occurs. Where the accident occurs in another EU Member State, if the minimum cover required by the laws of Great Britain is wider than that of such EU Member State, the level of cover provided will be that applicable in Great Britain.

If **you** take **your** vehicle abroad – outside the **geographical limits**:

The cover provided by this **policy** applies to **your** vehicle for which a green card and a foreign use **endorsement** have been issued. Cover is effective for the period specified in the green card.

Where **your** vehicle is being used within the **geographical limits** or in any country for which **we** have issued **you** with a green card, the following covers also apply:

- The transit of **your** vehicle, including loading and unloading, between the countries specified, provided such transit is of not more than 65 hours; and/or
- Reimbursement of any customs duty **you** may have to pay on **your** vehicle after its temporary importation into any of the countries specified, subject to **your** liability arising as a direct result of any loss of or damage to **your** vehicle which is covered under Sections 2 – Fire and Theft or Section 3 – Accidental Damage; and/or
- General average contributions, salvage and sue and labour charges while **your** vehicle is being transported by sea between any of the countries specified provided that loss of or damage to **your** vehicle is covered under Sections 2 – Fire and Theft or Section 3 – Accidental Damage.

SECTION 8 PERSONAL BELONGINGS

What is covered

We will pay up to £750 for any one loss for personal belongings in an **insured vehicle** if they are lost or damaged due to an accident, fire, theft or attempted theft.

What is not covered

- Money, stamps, tickets, documents, negotiable securities or share or bond certificates;
- Goods, samples or equipment **you** or anyone insured by this **policy** carry in connection with any trade or business.

SECTION 9 TRAILERS

Attached Trailers – What is covered

The cover applicable to **your** vehicle shall also apply to any trailer attached or connected to **your** vehicle for the purposes of being operated or drawn.

Detached Trailers – What is covered

Where **your** vehicle is a **private car** or goods-carrying vehicle the cover will also apply to any trailer:

- Owned by **you** or hired to **you** under a hire purchase agreement or leased or rented to **you** for a period of not less than three months; or
- In **your** custody or under **your** control.

While detached from **your** vehicle.

Attachments – What is covered

Where **your** vehicle is a special types vehicle the cover will also apply to any attachment while attached to or detached from **your** vehicle.

What is not covered

- Any loss or damage up to the amount of the excess that appears on **your** schedule.
- If any trailer or disabled mechanically-propelled vehicle is being towed otherwise than in accordance with the law;
- For loss or damage to property being carried in or on any trailer or disabled mechanically propelled vehicle;
- Under Section 1 – Liability to Others for any loss or damage arising from the operation of any plant permanently attached to and forming part of **your** trailer (other than any lifting device for self-loading) as a tool except where such liability is required to be covered by the Road Traffic Act;
- For loss of or damage to any fixtures, fittings or utensils carried in or on any trailer;
- If the trailer is a caravan, other than to indemnify **you** within the terms of Section 3 – Accidental Damage while the caravan is attached to **your** vehicle.

Contingent Liability for your trailers

We will indemnify **you** under the terms of Section 1 – Liability to Others in respect of any trailer owned by **you** or hired to **you** under a hire purchase agreement while it is not in **your** custody or control, but not if there is any other existing insurance covering the same liability.

SECTION 10 UNAUTHORISED MOVEMENT OF OBSTRUCTING VEHICLES

What is covered (cover limited to Section 1 – Liability to Others only)

We will insure **you** or any **employee** to move a vehicle which is not owned by **you** if it is blocking **your** right of access to your premises.

We will also insure **you** or any **employee** while parking a vehicle, which is owned by a visitor, on **your** premises.

SECTION 11 UNAUTHORISED USE

What is covered

We will insure **your** vehicle for use or driving not authorised by **you**, as long as that use or driver is allowed by **your certificate of motor insurance**. The driver must repay **us** any money **we** pay if an accident happens.

SECTION 12 PRINCIPALS INDEMNITY

What is covered

Where **your** vehicle is being used in connection with contract work on behalf of a principal **we** will under the terms of Section 1 – Liability to Others indemnify the principal in respect of compensation they are legally liable to pay arising from such use provided that:

- **You** would have been able to claim under the **policy** had the claim been made against **you**; and
- **You** have arranged with the principal for the conduct and control by **us** of all claims for which **we** may be liable under this section.

What is not covered

- Death or bodily injury to any person employed by the principal arising out of or in the course of their employment;
- Any amount payable by the principal under any agreement which would not have been payable in the absence of such an agreement;
- Bodily injury to the principal for any amount **you** would not have to pay but for such an agreement;
- Damage to property belonging to or held in trust by or in the custody or control of the principal for any sum which exceeds the amount required to indemnify the principal;
- Liquidated damages or damages incurred under any penalty clause.

SECTION 13 CHILD SEAT COVER

What is covered

If **you** have a child seat fitted in **your** insured vehicle and **your insured vehicle** is involved in an accident or damaged following fire or theft **we** will contribute up to £100 for any one loss per child seat towards the cost of a replacement even if there is no apparent damage, subject to **you** making a claim under Section 3 – Accidental Damage of **your policy**.

SECTION 14 UNLICENSED DRIVERS

What is covered

Any requirements of this **policy** or the **certificate of motor insurance** that the person driving must hold or have held a licence to drive does not apply when a licence is not required by law. The terms of this **policy** and the **certificate of motor insurance** will otherwise apply.

SECTION 15 CAR SHARING

What is covered

If **you** receive financial contributions in respect of the carriage of passengers on a journey in **your private car** as part of a car-sharing arrangement **we** will not regard this as being the carriage of passengers for hire or reward (or the use of the vehicle for hiring).

What is not covered

This section does not apply if the:

- Vehicle is constructed or adapted to carry more than eight passengers (excluding the driver);
- Passengers are being carried in the course of a business of carrying passengers;
- Total contributions received for the journey concerned involve an element of profit.

If **your private car** is used under a car-sharing arrangement and there is any doubt as to whether this arrangement is covered by the terms of **your policy** **you** should immediately contact **us** for confirmation.

SECTION 16 PERSONAL ACCIDENT COVER

What is covered

If **you** or the driver of **your** vehicle suffers accidental bodily injury in direct connection with **your insured vehicle** within the **geographical limits**, **we** will pay to the injured person £5,000 if, within three months of the accident, the bodily injury is the sole cause of:

- Death;
- Irrecoverable loss of sight in one or both eyes;
- Loss of any limb.

The most **we** will pay to any one person after any accident is £5,000.

The most **we** will pay any one person during any one **period of insurance** is £10,000.

If **you** or the driver of **your** vehicle have any other policies with **us** in respect of any other motor vehicles, **you** or that person will only be able to obtain compensation for injuries under one policy.

What is not covered

- If suicide, attempted suicide, alcoholism or drug addiction contributes to or speeds up the injury or death.

SECTION 17 LEGAL EXPENSES

If **you** are involved in a motor accident, **we** are here to help **you** 24 hours a day, 365 days a year.

Motor accidents are always stressful, particularly if **you** or a passenger has been injured. The last thing **you** need is a long and expensive legal dispute to worry about.

This is where motor legal expenses insurance can help. If **you** are involved in a road traffic collision that is not **your** fault, **you** have a legal right to claim back **your** uninsured losses from the person who was at fault.

Uninsured losses can include the following:

- Compensation for injury or death.
- **Your policy excess.**
- Reasonable hire charges for a replacement vehicle while **yours** is being repaired.
- Compensation for **you** not being able to use **your** vehicle.
- Accident repair costs.
- Compensation for damage to **your** clothes, luggage or personal belongings.

What to do after an accident

If **you** are involved in an accident, remember to write down as many details as possible, including the names and addresses of those involved in the accident and anyone else who may have seen it happen. Please let us have this information as soon as **you** can by calling us on 0800 028 9655, 24 hours a day, 365 days a year.

You must do this before taking any action yourself. Please remember to quote **your** policy number, which can be found at the top of your insurance **schedule**.

Section Definitions

The following words or phrases have the same meaning wherever they appear throughout this Section and apply in addition to the **policy definitions**.

Incident

A road traffic collision involving the **insured vehicle**.

Insured person

- **You;**
- Any other person allowed by **you** to drive the **insured vehicle**;
- Any passenger travelling in or on the **insured vehicle**.

Legal expenses

Reasonable and necessary legal fees, costs and expenses charged by **your legal representative**, which will be assessed on the standard basis or in accordance with fixed costs set out in The Civil Procedure Rules if applicable. Third party costs shall be covered if awarded against the **insured person** and paid on the standard basis of assessment.

The most **we** will pay for all **legal expenses** will be £100,000 for any claim or claims arising from one **incident**.

Legal representative

Our panel solicitors or any other suitably qualified person appointed to represent the **insured person** under the terms and conditions of this policy.

Uninsured losses

Losses that cannot be recovered from any insurance policy the **insured person** holds.

SECTION 17 LEGAL EXPENSES CONTINUED

What is covered

Uninsured Loss Recovery and Personal Injury

We will pay for **legal expenses** to recover the **insured person's uninsured losses** following a road traffic collision involving the **insured vehicle** which causes:

- Damage to the **insured vehicle** or to any personal property in it; or
- Death or injury to an **insured person** while travelling in or on the **insured vehicle**.

Provided that:

- The **incident** occurs within the **period of insurance**;
- The **incident** occurs within the **geographical limits** and any legal proceedings will be carried out within the **geographical limits** by a court or other organisation which **we** agree to;
- **We** believe that the **insured person's** claim has and continues to have a reasonable chance of success;
- **We** believe the cost of **legal expenses** to pursue the **insured person's** claim will be in proportion to the expected benefit;
- The **insured person** has insurance to drive the **insured vehicle**;
- Anyone making a claim under this insurance has **your** agreement to claim;
- The **insured person** complies with the terms and conditions of this insurance.

What is not covered

For the purpose of these exclusions any reference to **you** or **your** shall be deemed to include any **insured person**.

We will not pay any legal expenses if:

- **We** have not agreed, in advance, the purpose and amount of any **legal expenses**, or they relate to a period before **we** have accepted **your** claim;
- **We** do not believe that **your** claim has and continues to have a reasonable chance of success;
- **We** do not believe the cost of **legal expenses** to pursue **your** claim will be in proportion to the expected benefit;
- The **incident** happened before **you** bought this insurance;
- **You** claim more than 90 days after the date of the **incident**;
- **Your** claim is fraudulent, false or exaggerated or **you** do anything that harms the chances of **your** or **our** success in proceedings;
- The other side is unlikely to be able to pay **your** claim;
- **You** act against **our** advice or the advice of **your legal representative**;
- The **legal representative** refuses to act for **you**;
- **You** unreasonably withdraw from legal proceedings;
- **Your** claim is settled or discontinued without **us** agreeing to this beforehand.

Also, certain types of claim are not covered under this insurance.

We will not pay for:

- An application for a judge to review the lawfulness of a decision made or action taken by a public body;
- Claims more specifically insured under another insurance policy;
- Claims in respect of the **insured vehicle** that **your** motor insurer repudiates or refuses to cover;
- Claims arising from defective repairs, mechanical breakdown or general maintenance of the **insured vehicle**;
- Fines, costs or expenses which a criminal court orders **you** to pay.

SECTION 17 LEGAL EXPENSES CONTINUED

Section Conditions

For the purpose of these conditions any reference to **you** or **your** shall be deemed to include any **insured person**.

You must do the following:

- Supply at **your** own expense all of the information which **we** reasonably require to decide whether a claim is covered, including evidence that **legal expenses** will be in proportion to the benefit to **you** of taking proceedings and that **your** claim has a reasonable chance of success;
- Tell **us** before **you** take any action that may result in a claim and before **you** run up any **legal expenses**;
- Take all reasonable steps to settle **your** claim by negotiation and work with us to achieve a satisfactory outcome to **your** claim;
- Follow the advice that **we** and **your legal representative** give **you**;
- Keep the cost of **your** claim as low as possible;
- Keep **us** and **your legal representative** informed about the progress of **your** claim, including any offers to settle;
- Try to recover **your legal expenses** from the other side, including allowing **us** to bring proceedings in **your** name;
- Allow **us** to obtain any information, document or file from **your legal representative** including an opinion on **your** chances of success and the proportionate benefit to **you** of making **your** claim.

Appointing a legal representative

We have chosen a panel of legal firms to provide legal services to **our** customers. **We** have a financial relationship with these firms where they may make payments to **us** where **we** introduce **our** customers to them. There is nothing in **our** relationship with **our** panel firms which affects their ability to act in **your** best interests.

If **we** accept **your** claim, **we** will appoint one of **our** panel of **legal representatives** on **your** behalf.

You have the right to choose **your** own **legal representative** to represent **you** from the time **you** have the right to make a claim under this policy. This includes the right to choose **your** own **legal representative** if it is necessary to take **your** claim to court or if a conflict of interest arises.

Where you choose to use your own legal representative:

- a) **You** must not agree to any **legal expenses** without **our** prior written permission.
 - b) **Your legal representative** will be appointed to act for **you** in line with **our** standard terms of appointment (**you** can ask **us** for a copy).
 - c) **We** will not pay for:
- **Legal expenses** that are unreasonable;
 - **Legal expenses** incurred by **your legal representative** in avoidable correspondence or which are recoverable from a court, tribunal or other party;
 - Any shortfall in costs recovered from another party where the claim has been successful and costs have been recovered.

SECTION 17 LEGAL EXPENSES CONTINUED

We can do the following:

- Pay an amount to settle **your** claim or to pursue an action in the Small Claims Court;
- Refuse to pay any further **legal expenses** if **you** do not accept any offer in a civil claim, which **we** believe is reasonable;
- Give **your legal representative** all the information **we** have about **you** or **your** claim including any medical information;
- Refuse to pay further **legal expenses** if it is more likely than not that **your** claim will be unsuccessful.

Personal injury claims

As part of any claim for personal injury **your legal representative** may need to arrange for **you** to be medically examined by a doctor. They may appoint a medical agency to arrange this examination. The medical agency will also consider whether rehabilitation would assist **you** in recovering from **your** injury.

If **you** use a panel **legal representative**, the medical agency will make a payment to **us** for this referral. **We** do not restrict **your legal representative** in their choice of medical agency and rehabilitation provider.

CLAIMS HANDLING

Our aim is to give **you** the best claims service that **we** can. If **you** use the services **we** have put in place to achieve this, **we** can provide a better service than when the claim is outside **our** control. There are some important points that **you** should be aware of if **you** are involved in an accident or **your** vehicle is stolen.

Accident

- Give **your** name, address and insurance details.
- Get the name, address, phone number, vehicle registration and any other information **you** can from the other driver or drivers, passengers, witnesses and any attending police officer.
- Note the exact location and any relevant road signs or markings.
- If there is an injury and **you** did not give **your** details at the scene, report the incident to the police within 24 hours.
- **You** must STOP at the scene of the accident, do not drive away until **you** have exchanged details with the other party involved.

Theft

- Report the theft to the police immediately and take a note of the officer's name, number, constabulary, and crime reference number.
- If **you** know where the vehicle is after its theft, make sure that it is safe and secure.

Claims Procedure

If any accident, injury, loss or damage occurs **you**, or **your** legal representative, must do the following:

Inform **us** by calling our Contact Centre (UK) on 0800 028 9655 as soon as is reasonably possible. If **your** claim is for glass only call our glassline on 0800 678 1010.

- Send **us**, unanswered, every letter **you** receive about a claim as soon as possible.
- Tell **us**, as soon as **you** know, about any prosecution, coroner's inquest or fatal accident inquiry.
- Not admit liability or negotiate a settlement without **our** written permission.
- Give any information, help and co-operation **we** need, including going to court if necessary.

We will do the following:

- Take over, defend or settle any claims in **your** name, or that of any other person insured.
- Take action (which **we** will pay for) in **your** name, or that of any other person insured, to get back any money **we** have paid.

Windscreen Damage – Ring 0800 678 1010 (See Section 4)

Contact Highway Glassline (0800 678 1010) as soon as possible after the **insured vehicle's** windscreen is damaged. Some windscreen damage can be repaired. If so, no windscreen **excess** will apply.

CLAIMS HANDLING CONTINUED

Handling Your Claim (See Sections 2, 3 and 5)

We will do the following:

- Get an agent to take the **insured vehicle** to the nearest approved repairer or another safe place if **you** cannot drive it.
- Refer **you** to an approved repairer. **You** can take the vehicle to them or they will collect it and return it to **you** after an estimate has been prepared.
- Send the vehicle to an approved repairer, or another repairer of **your** choice, if **we** disagree with the estimate for repairing it provided by a non-approved repairer.
- If an insured **private car**, or **commercial vehicle** up to but not exceeding 3.5 tonne gross vehicle weight, is being repaired by an approved repairer from **our** network, they will endeavour to provide **you** with a class A courtesy car for the duration of the repair to the **insured vehicle**. Provision of a courtesy vehicle is entirely at the discretion of the approved repairer and is subject to availability. **Highway Insurance** will not accept any responsibility for losses arising where an approved repairer is unable to supply a courtesy car.
- Treat the **insured vehicle** as stolen if it has not been recovered within 30 working days after **you** reported the theft to **our** Contact Centre. It must still be missing when **we** pay **your** claim.
- Have **your** vehicle examined by **our** own or **our** appointed engineer.

You must do the following:

- Get **our** permission before ordering any new part or accessory, and before paying for any transport outside the **geographical limits**.
- Tell **us** straightaway if the **insured vehicle** is stolen and **you** later get it back, or discover where it is.
- Send **us** the certificate of motor insurance, the Vehicle Registration document and Department of Transport Test (MOT) Certificate if the **insured vehicle** needs one, keys and any other documents **we** ask for before **we** pay **your** claim.

Paying Your Claim (See Sections 2, 3, 4 and 5)

We will do the following:

- Pay the reasonable cost of protecting the **insured vehicle**.
- Pay for the **insured vehicle** to be brought back to the address shown on the **schedule**. (**We** will not pay the cost of any transport outside the **geographical limits** unless **we** agree to do so first).
- Entirely at **our** discretion and subject to payment of the **policy excess**, arrange to:
 - a) repair the damage at **our** Approved Repairer, **we** may decide to use suitable parts or accessories which are not supplied by the original manufacturer, or alternatively authorise repairs at a repairer of **your** choice subject to the provision of satisfactory estimates,
 - b) pay **you** the cost of replacing or repairing the damaged parts, including their fitting, or
 - c) treat the **insured vehicle** as a total loss and pay **you** the **market value** of the vehicle less the **excess** just before the loss or damage happened.

CLAIMS HANDLING CONTINUED

- Pay the last known cost shown in the manufacturer's price list and the reasonable cost of fitting if any lost or damaged part or accessory is no longer available.
- Not pay the whole cost of any repair or replacement that leaves the vehicle in a better condition than before the loss or damage (**you** will pay part of the cost of the repair or replacement).
- Not refund any premium if the **insured vehicle** is written off or there is any claim. Once **you** accept **our** offer or **we** have paid the claim (or both) the **insured vehicle** becomes **our** property.
- Settle the claim to the legal owner if the **insured vehicle** is part of a hire-purchase or leasing agreement, or belongs to someone else.
- **We** will not pay the VAT element of any claim if **you** are registered for VAT.
- If **we** declare the **insured vehicle** a total loss (write off), **you** must pay whatever **you** owe **us** before **we** will pay **your** claim, or **we** may take what **you** owe **us** from anything **we** pay **you**.

You must do the following:

- Pay any **excess** direct to the repairer when **you** collect **your** vehicle.
- Pay the VAT direct to the repairer when **you** collect **your** vehicle if **you** are registered for VAT.
- Reimburse **us** any amount **we** pay to any repairer in respect of a claim under the **contract of motor insurance** in relation to the VAT element of the total cost, if **you** are registered for VAT.

Other Insurance

- If there is any other insurance covering the same claim, **we** will only pay **our** share of the claim, even if the other insurer refuses the claim.

GENERAL EXCLUSIONS

These **general exclusions** apply to the whole of this **contract of motor insurance** and describe the things which are not covered. These apply as well as the exclusions shown under 'What is not covered' in each of the Sections detailing the cover provided. This **contract of motor insurance** does not cover claims arising from any of the following.

- 1) Any accident, injury, loss or damage that happens while the **insured vehicle** is being:
 - Used for a purpose which it is not insured for;
 - Driven or in the charge of anyone who is not described in the **certificate of motor insurance** as a person entitled to drive or who is excluded from driving by any **endorsements** or who is covered by another insurance;
 - Driven or in the charge of anyone who does not have a valid driving licence, has not held a driving licence, is disqualified from driving or is prevented by law from holding a licence;
 - Driven or in the charge of anyone who does not meet the terms and conditions of their driving licence as required by DVLA / DVANI rules and regulations and any relevant law;
 - Driven or in the charge of anyone who does not meet all the conditions described in the **endorsements on your schedule** and all the **general conditions** in this **policy**;
 - Kept or used in an unsafe or unroadworthy condition. (**You** may be asked to provide details to show the **insured vehicle** was regularly maintained and kept in good condition);
 - Kept or used without a current Department of Transport Test (MoT) certificate if one is needed;
 - Kept or used in any way that breaks any security requirements imposed by an **endorsement**;
 - Used to carry passengers or goods in a way likely to affect the safe driving and control of the vehicle; or
 - Used in or on restricted areas of airports, airfields or military bases.
- 2) Any liability that **you** have agreed to accept unless **you** would have had that liability anyway.
- 3) Anyone who does not meet all the conditions described in the **endorsements on your schedule** and all the **general conditions** in this **policy** and any other condition of this **policy**.
- 4) Any **insured vehicle** not declared to **us**.
- 5) Any use connected with the motor trade, unless this use is described in the **certificate of motor insurance** (under Limitations as to Use).
- 6) Hiring out the **insured vehicle** for money, unless this use is described in the **certificate of motor insurance** (under Limitations as to Use).
- 7) Racing of any description or being used in any contest, competition, rally or speed trial (apart from treasure hunts).
- 8) The **insured vehicle** being used on any form of race track, de-restricted toll road (including the Nurburgring) or off-road activity.
- 9) Any accident, injury, loss or damage caused directly or indirectly by:
 - War, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil unrest, revolution;
 - Act of **terrorism**, riot or similar event occurring elsewhere than in England, Scotland, Wales, the Isle of Man, or the Channel Islands;
 - Earthquake;
 - Ionising radiations or contamination from nuclear fuel or nuclear waste or from the burning or explosion of nuclear fuel;
 - The radioactive, toxic, explosive or other dangerous properties of any nuclear installation, reactor, or other nuclear assembly or its component part;
 - Any weapon or device using atomic or nuclear fission or fusion or radioactive force or matter;
 - Pressure waves caused by aircraft and other flying objects; or
 - Carrying any **hazardous goods**.

GENERAL EXCLUSIONS CONTINUED

- 10) Any liability, loss or damage that happens outside the **geographical limits** (apart from the cover detailed in Section 7 – Foreign Use).
- 11) Any proceedings brought against **you** outside the **geographical limits**, unless they result from using the **insured vehicle** in a country which **we** have agreed to extend this insurance to cover (see Section 7 – Foreign Use).
- 12) Any liability, injury, loss or damage caused directly or indirectly by:
- Pollution or contamination;
unless the pollution or contamination is directly caused by one incident at a specific time and place during the **period of insurance** and is:
 - Sudden;
 - Identifiable;
 - Not deliberate; and
 - Unexpected.
- We** will consider the pollution or contamination to have happened at the time the incident took place.

GENERAL CONDITIONS

The following **general conditions** apply to the whole of this **contract of motor insurance**. These describe **your** responsibilities, general information and the procedures that apply in certain situations, such as when there is a claim or the **contract of motor insurance** is cancelled. If **you** do not meet the terms and conditions of this **contract of motor insurance**, it could make the cover invalid or mean **we** may refuse to pay **your** claim.

Keeping to the Policy Terms

Your premium is based on the information **you** gave **us** when **your** cover started and when **you** renew it. If **your** circumstances change, **you** must tell **us** as soon as possible. If **you** are not sure whether **you** need to tell **us** about certain facts, **you** should give **us** the information anyway, or contact **your insurance advisor** for advice. **You** should keep a record of the information **you** give in relation to this **contract of motor insurance**. If **you** did not or do not give full and accurate information, this **contract of motor insurance** may be invalid and **we** may refuse to deal with any claim **you** might make.

This insurance will only apply if:

- the person claiming has kept to all the terms and conditions of this **contract of motor insurance**; and
- all the information **you** have supplied is correct and complete to the best of **your** knowledge and belief.

Misrepresentation and Fair Presentation

You and anyone representing **you** have a Duty to provide a fair presentation of the risk. A fair presentation is one which, in a reasonably clear and accessible manner, provides the material facts which **you** know or ought to know following a reasonable search. Failing that, the information provided must be sufficient to warn **us** that additional enquiries must be made to fully understand the risk. The information provided must be substantially correct, complete and made in good faith.

If **you** or anyone representing **you**

- provides the **insurance advisor** who arranged the **contract of motor insurance**, **our** authorised agent or **us** with misleading, incomplete or incorrect information when applying for, amending or renewing this insurance
- deliberately and/or recklessly withholds information or misleads the **insurance advisor**, or **our** authorised agent or **us** in order to obtain cover or gain a cheaper premium or more favourable terms
- provides the **insurance advisor** or **our** authorised agent or **us** with false documents

We may

- amend **your contract of motor insurance** to record the correct information
- apply different terms with effect from the date of the misrepresentation and amend the **contract of motor insurance** to record the correct information. Where different terms are applied which results in an additional premium **you** shall be liable to pay for such additional premium from the date of the misrepresentation
- cancel **your contract of motor insurance** in accordance with General Condition – Cancellation
- void **your contract of motor insurance** and treat it as if it had never existed and return the premium paid other than in circumstances of
 - i. deliberate and /or reckless misrepresentation where **we** will not return any of **your** premium
 - ii. where claims have been made under the **contract of motor insurance** then
 - any sums that have been paid by way of benefit under the **contract of motor insurance** will be deducted from any return premium due to **you** or
 - in the event that the premium paid does not exceed the sums paid by way of benefit under the **contract of motor insurance** **you** will be responsible for reimbursing **us** the difference
- in addition to voiding **your contract of motor insurance** **we** may also void any other policies which you have with us and return the premium paid for such policies except in the circumstances where
 - i. deliberate and/or reckless misrepresentation has also occurred on these policies, in which event, no premium shall be returned by **us**

GENERAL CONDITIONS CONTINUED

- ii. claims have also been made on these policies, in which event
 - any sums that have been paid by way of benefit under the Policy will be deducted from any return premium due to **you** or
 - in the event that the premium paid does not exceed the sums paid by way of benefit under the Policy **you** will be responsible for reimbursing **us** the difference

Fraud

If **you** or anyone representing **you**

- makes a fraudulent payment by bank account and/or card
- provides the **insurance adviser** who arranged the **contract of motor insurance**, our authorised agent or **us** with false documents or false statements to support a claim
- makes a claim or part of any claim that is fraudulent, false or exaggerated

we may

- cancel **your contract of motor insurance** in accordance with General Condition Cancellation
- reject a claim or reduce the amount of payment that would have been paid
- recover from **you** any sums paid by **way** of benefit under this **contract of motor insurance** in respect of any claim or part of any claim that is fraudulent, false or exaggerated
- pass details to fraud prevention and law enforcement agencies who may access and use this information

Right of recovery

If the law of any country which this **contract of motor insurance** covers requires **us** to make payments which, but for that **law**, we would not otherwise have paid, **you** must repay the amount to **us**.

If any claims or other monies are paid to **you** by mistake for any reason, or a claim has been paid which **we** later find to be fraudulent, false or exaggerated, **you** must repay the amount paid to **us**.

If **we** have refunded any premium following cancellation, **we** can take any money **you** owe **us** from any payment **we** make.

Care of the Vehicle

The **insured vehicle** must be covered by a valid Department of Transport Test (MoT) Certificate if **you** need one by law.

You must take all reasonable precautions to avoid loss of or damage to the **insured vehicle**. For example, **you** should remove it to a safe place as soon as possible if it breaks down.

You should also take all reasonable care of the keys to the **insured vehicle** to prevent them being lost or stolen.

You must always take the keys out of the ignition and remove them completely when the **insured vehicle** is left at any time whatsoever (regardless of whether the vehicle is still within **your** sight) and make sure that **you** do not leave belongings on display. **You** should close all the windows and sun-roofs and lock all the doors. Alarms, immobilisers and tracking devices should be turned on when fitted. **Endorsements** may apply to **your** cover, setting out other requirements relating to immobilisers, alarms and tracking devices. In these cases, **we** will need to see evidence that an approved alarm, immobiliser or tracking device has been fitted. These devices must always be on and working whenever the **insured vehicle** is left.

If **you** do not take reasonable care of the **insured vehicle** and meet any security requirements, this **contract of motor insurance** may no longer be valid and **we** may not pay any claim.

Payment of Premium

- a) **You** must pay the premium for the **contract of motor insurance** or any **endorsement** attaching to **your** contract when due

GENERAL CONDITIONS CONTINUED

- b) if the premium for the **contract of motor insurance** or **endorsement** is payable by instalments then
- i. each instalment shall be paid when due or
 - ii. where a notice has been issued requiring the outstanding amount must be paid by a specific date then such payment is made by that date

If **you** do not pay the premium when due **you** could make your **contract of motor insurance** invalid and/or affect how **we** pay a claim as detailed in Paying Your Claim in the Claims Handling part of the **Policy**

Cancellation

'Cooling-off' Cancellation Right

We hope **you** are happy with the cover this **contract of motor insurance** provides. However, **you** have the right to cancel it within 14 days of receiving the **contract of motor insurance**, without giving any reason. **You** may cancel using this 'cooling-off' period by telling **us**, or **your insurance adviser**, in writing or by email or telephone and cancellation can take effect immediately or from a later date, although it cannot be backdated to any earlier date.

If you cancel your **contract of motor insurance** before the start date **we** will return any premium paid in full within 30 days of **our** receipt of the notice of cancellation from **you** or **your insurance adviser** provided such notice is received by **us** prior to start date of the contract.

If **you** cancel in the first 14 days using the 'cooling-off' cancellation condition, **we** will charge **you** pro rata, subject to a minimum fee of £25 + Insurance Premium Tax, for the cover provided from the start date of the contract until the contract is cancelled, unless where a claim has been made or incident advised by **you** or someone else that could give rise to a claim under which circumstances a refund of the premium is not payable.

Your rights to cancel after the 'cooling-off' period

You may cancel **your contract of motor insurance** at any other time outside of the "cooling-off" period by telling **us**, or **your insurance adviser**, in writing or by email or telephone and cancellation can take effect immediately or from a later date, although it cannot be backdated to any earlier date. If **you** or someone else has not made a claim in the current **period of insurance**, **we** will refund part of your premium

We will work out the refund on a pro-rata basis less a premium charge of £25 plus Insurance Premium Tax to cover **our** administration costs. When **we** work out the time **you** have been covered, **we** use the period from the date the insurance started to the date **we** receive **your** instructions or to the later date you requested.

We will not refund any of **your** premium if the **contract of motor insurance** is cancelled following a claim whether settled or not.

Our rights to cancel your insurance

- i. Non-payment of Premium

If **we** have not received the premium in accordance with the terms of General Condition Payment of Premium **we** will cancel the **contract of motor insurance** by giving 7 days' notice in writing by letter to **your** last known address

we will not refund any part of the premium **you** have already paid. **We** will work out any premium **you** owe us by charging **you** for the time **you** have been covered by this **contract of motor insurance**.

The insurance will end immediately the 7 days' notice runs out

If **you** have just incepted the insurance or renewed the insurance with **us** and the premium is unpaid then **we** will cancel the insurance from the inception or renewal date

- ii. Cancellation for any other reason

We may cancel the **contract of motor insurance** or any cover section or **endorsement** by giving 7 days' notice in writing by letter to **you** at **your** last known address

We do not have to give a reason for the cancellation although valid reasons for doing so may include but are not limited to the following

- **you** have not provided the information or documents **we** have requested as part of the terms and conditions in providing the insurance

GENERAL CONDITIONS CONTINUED

- where a change in **your** circumstances means **we** can no longer provide cover
- **you** have not met the terms and conditions contained in the **contract of motor insurance**
- where **you** have not complied with the different policy terms and conditions imposed by **us** as a result of the identification of misrepresentation as detailed in the General Condition Misrepresentation
- where **you** have behaved in a manner that makes it inappropriate for **us** to continue the insurance, e.g. harassing or showing abusive or threatening behaviour towards **our** staff or **our** authorised agent

The insurance will end immediately the 7 days' notice runs out

If **you** have just incepted the insurance or renewed the insurance with **us** and the premium is unpaid then **we** will cancel the insurance from the inception or renewal date

We will provide a proportionate return of premium in respect of the unexpired period of insurance of the **contract of motor insurance** or the cover section or **endorsement** other than in circumstances listed below

- a) where **we** identify fraud as detailed in the General Condition Fraud
- b) where a claim has been made or incident advised by **you** or someone else that could give rise to a claim in these circumstances a refund of the premium is not payable

If **you** produce a cancelled **certificate of motor insurance** to any person with the intention of deceiving that person into accepting it as genuine, **you** may be prosecuted.

USEFUL AND IMPORTANT INFORMATION

Please read this **policy**, the **schedule** (including any **endorsements**) and the **certificate of motor insurance** very carefully. Together with the information **you** gave **us** in the **proposal form or statement of fact**, and the declarations that you have made, they form the **contract of motor insurance**. **You** should pay particular attention to the **general exclusions**, the **general conditions** and any **endorsements** which apply.

The words that appear in bold throughout this **policy** are defined on pages six, seven and eight and have the same meaning wherever they appear.

Please tell **your insurance adviser** immediately if **you** have any questions, the cover does not meet **your** needs, or any part of **your** insurance documentation is incorrect.

Data Protection - How we use your personal information

This information explains how **we** may use **your** details and tells **you** about the systems **we** use that allow **us** to detect and prevent fraudulent applications and claims. The savings that **we** make help us to keep premiums and products competitive.

Highway Insurance Company Limited is registered for the purpose of processing personal data. Information provided to **us** may be held, whether or not **you** purchase a product, on computer, paper file or other format. **We** will hold this information for a reasonable period of time to ensure that a clear and complete history of insurance enquiries, applications, policy records and transactions is maintained.

We may use credit reference and fraud prevention agencies to help **us** make decisions. What **we** do and how both **we** and credit reference and fraud prevention agencies will use **your** information is detailed in the section called: **Credit Search and Identity check**

By confirming **your** agreement to proceed **you** are accepting that **we** may use **your** information in this way.

The information (some of which may be sensitive data) may be used to process and administer **your** insurance by **us** and **our** agents (e.g. service providers both within and outside the European Economic area with which **we** have agreements). It may also be used or disclosed to regulators for the purposes of monitoring and enforcing **our** compliance with any regulation. Occasionally, **your** personal information may be disclosed to selected third parties who are helping **us** improve **our** service.

If credit or debit card details are provided to **us** **we** may use this information to automatically renew **your** insurance policies. **We** will only do this where **we** have **your** permission.

If **your** details have been obtained through one of **our** affinity associations **we** may pass some of **your** information, including product details and ongoing information, to that affinity organisation for membership, business analysis and other relevant purposes.

If **you** move to a new insurance provider **we** may confirm certain details relating to **your** insurance to them. **We** will only do this where **we** are satisfied that it is a genuine request.

If **we** receive a request for policy information by an individual other than the policy holder **we** will check that the policy holder has given permission to do this.

Sensitive personal data will not be used for marketing purposes.

Credit Search and Identity check

We use information obtained from credit reference agencies who will check the details supplied against any database, public or otherwise. This helps **us** to confirm **your** identity, allows **us** to give **you** a quote and decide which payment options **we** can offer **you**, for example, paying monthly. If **we** conduct an identity check a record of this will be retained by the credit reference agencies and may be provided to other organisations to assist with verification and identification purposes. **You**'ll see a record of this identity check if **you** request a credit report. These searches won't affect **your** credit record or credit rating in any way. **You** can request **your** credit report from any credit reference agency.

USEFUL AND IMPORTANT INFORMATION CONTINUED

Previous claims

If asked, **you** must tell **us** about any claim or accident (even if it wasn't **your** fault). When **you** tell **us** we'll share this information and **your** personal details to various databases such as the Claims and Underwriting Exchange. **We** may search these databases:

- When **you** apply for insurance
- If **you** have a claim
- At renewal

We'll do this to validate **your** claims history or that of any other person or property likely to be involved in the insurance or claim.

Fraud prevention and detection

We'll check **your** information against a range of registers and anti-fraud databases for completeness and accuracy.

We may also share **your** information with law enforcement agencies, other organisations and public bodies.

If **we** find that false or inaccurate information has been given to **us**, or **we** suspect fraud, **we**'ll take appropriate action. If fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. **We** and other organisations, including those from other countries, may also access and use this information to prevent fraud and money laundering, for example, when:

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

Please contact us at GFC, LV=, County Gates, Bournemouth BH1 2NF if **you** want to receive details of the registers and fraud prevention agencies.

Access to the personal information we hold about you

You can ask for a copy of the personal information **we** hold about **you** by writing to the CCA Department, LV=, County Gates, Bournemouth BH1 2NF.

The law that applies to your insurance

The law of England and Wales applies to **your** contract with **us** unless **you** live in Guernsey or Jersey, where Guernsey or Jersey law will apply respectively.

Communications

All communications will be in English. **You** can get this and other documents from **us** in Braille, large print or audiotape by contacting **us**. Calls may be recorded for training and monitoring purposes.

USEFUL AND IMPORTANT INFORMATION CONTINUED

Motor Insurance Database

We'll add details about **your** insurance Policy to the Motor Insurance Database ('MID') which is managed by the Motor Insurers' Bureau ('MIB'). The MID and the data stored on it may be used by the Police, the DVLA, the DVANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

- Electronic licensing
- Continuous insurance enforcement
- Law enforcement (prevention, detection, apprehension and/or prosecution of offenders)
- The provision of government services and/or other services aimed at reducing uninsured driving

If **you** are involved in a road traffic accident (either in the UK or abroad), insurers and/or the MIB may search the MID to obtain relevant information.

Other persons (including their appointed representatives) pursuing a claim in respect of a road traffic accident (including foreign citizens) may also obtain relevant information held on the MID.

If **we** advise **you** that it is **your** responsibility to maintain **your** vehicle details on the Motor Insurance Database (MID) then **you** should update the MID immediately upon any changes additions or deletions to any licensed insured vehicle or trade plate

If **you** do not maintain **your** vehicle schedule on the MID then **you** may be liable for a fine or **you** will be at risk of the Police seizing **your** vehicle

How To Make A Complaint

If **you** have a complaint about **your** policy or the service **you** have received, please contact the broker, intermediary or agent that arranged it. If they are unable to resolve **your** complaint **you** may refer **your** complaint to the Financial Ombudsman Service within six months of receiving their final response letter.

Should **you** be unhappy with service provided by Highway please contact us by phone on 0800 678 3159

(For Text Phone please dial 18001 first. Opening hours Mon-Fri 9am-5pm). If **you** prefer to write, please address **your** letter to The Customer Care Department, Highway Insurance, LV Brentwood, PO Box 9104, Bournemouth, BH1 9DB Email: customercare@highway-insurance.co.uk. When contacting **us** please ensure **you** quote **your** policy or claim number as appropriate. A copy of **our** internal complaints procedure is available on request. If **we** cannot resolve **your** complaint, **you** may refer **your** complaint to the Financial Ombudsman Service within six months of receiving **our** final response letter. The address is: Financial Ombudsman Service, Exchange Tower, London E14 9SR. Telephone 0800 023 4567 or 0300 123 9 123 (from mobile or non BT lines)

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

Website: www.financial-ombudsman.org.uk

Making a complaint will not affect **your** right to take legal action.

What happens if we are unable to meet our liabilities?

If **we** can't meet **our** liabilities to **our** policyholders, **you** may be able to claim from the Financial Services Compensation Scheme (FSCS). There are different levels of compensation, depending on what kind of insurance **you** have:

Compulsory insurance such as third party motor insurance, is covered for 100% of the claim.

Non compulsory insurance, such as home insurance, is covered for 90% of the claim.

You can get further information from: Financial Services Compensation Scheme. 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU. Telephone 0800 678 1100 or 0207 741 4100 or Email, enquiries@fscs.org.uk.

Authorisation

Highway Insurance Company Limited, registered in England and Wales number 3730662, is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, register number 202972.

Emergency Assistance Numbers



If there is an accident or theft in Great Britain, or you suffer any uninsured losses, ring us on

0800 028 9655



If you suffer windscreen or glass damage, call

0800 678 1010



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