

Keep me safe

Motor Trade Insurance

Policy document



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 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**

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DEFINITION OF TERMS AND WORDS

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**.

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.

Endorsements – 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 policyholder’s family, or any other person, who is a permanent or temporary resident at the policyholder’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 – Great Britain, Northern Ireland, the Isle of Man and the Channel Islands. It also includes travelling by sea, air or rail between these places. Section 4 explains the cover that applies when driving abroad.

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 Financial Conduct Authority and the Prudential Regulation Authority.

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

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

Maximum Trade Value – The most **we** will pay for any claims in any one **period of insurance**. **You** can increase the maximum trade value if **you** give **us** notice and pay an extra premium.

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**.

DEFINITION OF TERMS AND WORDS CONTINUED

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.

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.

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

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

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

CONTRACT OF MOTOR INSURANCE

Motor Trade – Road Risks Only

This **policy**, the **schedule**, the **certificate of motor insurance**, information **you** gave **us** in the **proposal form or statement of fact** and 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. 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.

You must tell **your insurance adviser** of any changes likely to affect **your** insurance. **We** will make an administration charge if **you** change cover, drivers, **your** vehicle or request duplicate documents.

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.

Your Cover

The current **schedule** shows what **you** are covered for. The different kinds of cover are:

Comprehensive – Sections 1, 2, 3, 4 and 5 apply.

Third Party Fire and Theft – Sections 1, 2, 4 and 5 apply.

Third Party Only – Sections 1, 4 and 5 apply.

Fire and Theft Only – Section 2 only.

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**.

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, loading or unloading (directly from the **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 and for costs and expenses incurred up to £5,000,000. **We** will also insure **you** while the **insured vehicle** is towing a trailer or any one vehicle, so long as the towing is allowed by law and the trailer or broken-down vehicle is attached properly to the **insured vehicle** by towing equipment made for this purpose.

What is not covered

- Loss or damage to the **insured vehicle**, trailer or vehicle being towed.
- Any amount above £5,000,000 for damage to other people's property (including any related indirect loss) 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 vehicle 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 on to 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 the **insured vehicle** or any load spilling from, or shifting in, the **insured vehicle**.
- Liability for death, injury or damage when the **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 the **insured vehicle**.
- Liability for death, injury or damage resulting from using the **insured vehicle**, or of machinery attached to it, as a tool of trade other than as required under the Road Traffic Act.
- Liability for death or injury to any employee of the person insured arising during the course of their employment.
- Any liability, injury, loss or damage resulting from anything sold, transported or supplied by **you** or on **your** behalf.
- 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**.

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 on the **schedule**.
- Any person (other than the person driving) being carried in, or getting onto or off, the **insured vehicle** or any person who causes an accident while they are travelling in, or getting in or out of, the **insured vehicle**.
- If anyone covered by the **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 licence, or using the **insured vehicle** as a result of the **general exclusions**, **general conditions** and any **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.

SECTION 1 LIABILITY TO OTHERS: THIRD PARTY COVER CONTINUED

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 an insured person against a charge of manslaughter or causing 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**.

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.

If this is the only payment **we** make, **your** No Claims Discount will not be affected.

Emergency Medical Treatment – What is not covered

Any amount that is more than the compulsory fee.

SECTION 2 FIRE AND THEFT

What is covered

We will cover **you** for loss or damage to the **insured vehicle**, up to the maximum limit shown on the **schedule**, that is caused by fire, lightning, explosion, theft or attempted theft, whilst it is being used on the public highway or is temporarily parked during the course of a journey or kept at the private home address of the insured. If the **insured vehicle** is owned by and registered in the personal name of the insured or the insured's spouse if that person is a permitted driver under this insurance, **we** will also cover **you** for such loss or damage whilst the vehicle is parked or kept at any location away from the private home address of the insured. **We** will also cover **you** for such loss or damage to fitted vehicle entertainment equipment up to a maximum of £500.00 where the **insured vehicle** is owned by and registered in the personal name of the insured or the insured's spouse if that person is a permitted driver under this insurance.

All valuations will be based on the trade value of the **insured vehicle**, unless such vehicle is owned and registered in the name of a customer, in which event market value will apply.

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 loss or damage while an **insured vehicle**, other than vehicles owned by and registered in the personal name of the insured, or the insured's spouse if that person is a permitted driver under this insurance, is being kept within 400 metres on, in, near or next to any business premises owned by the insured, any other motor trader or other business premises associated with the Motor Trade. For the purpose of this section the private home address of the insured is not regarded as business premises.
- 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 value of the **insured vehicle** reducing for any reason.
- Any other indirect loss.
- Any extra parts or accessories that are not **standard accessories** permanently fitted to the **insured vehicle**.
- Loss or damage if **you** have not taken reasonable care to protect the **insured vehicle** (see 'Care of the Vehicle' under the **general conditions**).
- Loss or damage from repossessing the **insured vehicle** and returning it to its rightful owner.
- Loss or damage from any agreement or proposed transaction for selling or hiring the **insured vehicle** or someone taking the **insured vehicle** by fraud, trickery or deception or attempting to purchase the **insured vehicle** by fraudulent means.
- Loss or damage arising from the **insured vehicle** being taken or driven by a person who is not an insured driver but is a member of the policyholder's **family or household**, or being taken or driven by an employee or ex-employee.
- 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 storage charges unless **you** tell **us** about them and **we** agree in writing to pay for them.
- Tools of trade, personal belongings, documents or goods.
- Fitted vehicle entertainment equipment unless the **insured vehicle** is owned by and registered in the personal name of the insured or the insured's spouse if that person is a permitted driver under this insurance.
- Keys, remote control or security devices (whether lost or stolen).
- Tapes, cassettes, compact and mini discs, Citizens-Band radios, phones or phone equipment.
- Loss or damage caused by any faulty part or accessory, by poor workmanship or by work carried out on the **insured vehicle** by **you** or anyone acting on **your** behalf.

SECTION 2 FIRE AND THEFT CONTINUED

- Loss or damage which is more than the **maximum trade value** shown on the **schedule**, and given by **you** on the **proposal form or statement of fact**.
- Loss or damage to any vehicle with more than 7 passenger seats, any vehicle with a gross vehicle weight in excess of 7.5 tonnes or any vehicle transporter capable of carrying more than 2 vehicles, unless these have been previously disclosed to and agreed by **us**.
- Loss or damage to any motorcycle, trike or quadbike, unless these have been disclosed to and agreed by us.
- Loss or damage to any **insured vehicle** while it is being towed, or transported by **you** or anyone named on the **schedule** or **certificate of motor insurance**.
- Any loss or damage up to the amount of the **excess** that appears on **your schedule**.
- Any loss for theft or attempted theft where the **insured vehicle** has been left unlocked and / or the ignition key or other ignition control device is left in, on or in the immediate proximity of the **insured vehicle**.
- Any satellite navigation equipment or accessories, whether permanently fitted or not, 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 order.

SECTION 3 ACCIDENTAL DAMAGE

What is covered

We will cover **you** for loss or damage to the **insured vehicle**, up to the maximum limit shown on the **schedule**, whilst it is being used on the public highway or is temporarily parked during the course of a journey or kept at the private home address of the insured. If the **insured vehicle** is owned by and registered in the personal name of the insured or the insured's spouse if that person is a permitted driver under this insurance, **we** will also cover **you** for such loss or damage whilst the vehicle is parked or kept at any location away from the private home address of the insured. **We** will also cover **you** for such loss or damage to fitted vehicle entertainment equipment up to a maximum of £500.00 where the **insured vehicle** is owned by and registered in the personal name of the insured or the insured's spouse if that person is a permitted driver under this insurance.

All valuations will be based on the trade value of the **insured vehicle**, unless such vehicle is owned and registered in the name of a customer, in which event market value will apply.

What is not covered

Any loss or damage described in 'what is not covered' under the Fire and Theft section of this **policy**.

We also do not cover the following:

- 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;
- Loss or damage arising from the **insured vehicle** being filled with the wrong fuel.

Please note there is no provision for a courtesy vehicle to be provided during repairs or following the loss of the **insured vehicle**, even if **you** have comprehensive cover.

SECTION 4 ADDITIONAL COVERS

Driving Abroad

Unless **you** ask **us** to extend **your** cover (Additional Cover Abroad), and pay any extra premium needed, the cover for using the **insured vehicle** abroad is very restricted. It does not include loss or damage to the **insured vehicle** and, depending on the country concerned, may be very limited with regard to **your** legal liability to others.

Minimum Insurance – What is covered

We provide the minimum cover that applies to the country concerned to allow **you** to use any vehicle covered by this Insurance in:

- Any country which is a member of the European Union, Iceland, Liechtenstein, Norway, and Switzerland.

The minimum cover automatically provided by this **contract of motor insurance** varies from country to country.

Minimum Insurance – What is not covered

- Damage to the **insured vehicle**
- Customs and Excise Duties

Additional Cover Abroad –What is covered

If **you** let us know before **you** go abroad, and **you** pay any extra premium **we** need, **we** will extend the cover for the **insured vehicle**, whilst it is being used for social, domestic and pleasure purposes, to give the same level of cover **you** have within the **geographical limits**. **We** will usually give **you** an international certificate (Green Card).

The insurance will then apply in:

- Any country which is a member of the European Union, Iceland, Liechtenstein, Norway, and Switzerland.

For the period of the Green Card up to a maximum of 31 days in any one **period of insurance**.

Additional Cover Abroad – What is not covered

- Any loss of damage if **you** have not asked for extra cover and have not paid any premium needed.
- The **insured vehicle**, unless it is being used for social, domestic and pleasure purposes only.
- Customs and Excise Duties.
- Using the **insured vehicle** abroad for more than the period of the agreed additional cover provided.
- Loss or damage in any country which is not a member of the European Union or Iceland, Liechtenstein, Norway or Switzerland.

Additional information when travelling abroad

The following does not form part of **your contract of motor insurance**.

- Do take out adequate travel, breakdown and recovery insurance to cover all eventualities, even on a short trip.
- Do not sign an Agreed Statement of Facts form unless **you** fully understand and agree with its contents. In some countries they are binding agreements of the circumstances of an incident.

Additional Business Use

The limitations to use as stated in the **Certificate of Motor Insurance** shall be deemed to include additional business use for the person named and listed in connection with their additional occupation as stated in the Schedule.

SECTION 4 ADDITIONAL CONTINUED

Demonstration cover – what is covered

The cover under this Policy shall apply whilst the **Insured Vehicle** is being driven for the purpose of demonstration for sale with your permission by any person provided that such person:

- a) holds a full UK licence;
- b) is not a family member of **yours** or any of the named drivers;
- c) is not in **your** employment;
- d) does not reside at the same address as any declared driver on the **Certificate of Motor Insurance**;
- e) observes, fulfils and is subject to the terms and conditions of this Insurance policy; and
- f) is accompanied at all times by **You** or a person named on the **Certificate of Motor Insurance**.

SECTION 5 NO CLAIMS DISCOUNT

If this is a yearly contract, and **you** do not claim under this insurance and **you** have not been involved in an accident which has or may result in a claim against **you**, **we** will give a discount from **your** renewal premium.

You cannot transfer **your** No Claims Discount to anyone else.

We will reduce or remove **your** No Claims Discount if **we** make any payment whatsoever, even if the accident is not **your** fault, unless **we** get the money back from someone else. **We** may withhold the No Claims Discount in full or part if there are any claims that have not been settled. If **we** recover all **our** money, or **we** have good reason to believe a third-party claim would be unsuccessful, the No Claims Discount would apply again.

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

You must STOP at the scene of the accident, do not drive away until **you** have exchanged details with the other party involved.

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.

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 032 1168 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 injury.
- 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.

Handling Your Claim

(See Sections 2 and 3)

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.
- 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.

Please note there is no provision for a courtesy vehicle to be provided during repairs or following the loss of the **insured vehicle**, even if **you** have comprehensive cover.

CLAIMS HANDLING CONTINUED

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 and 3)

We will do the following:

- Pay the reasonable cost of protecting the **insured vehicle**.
- Pay the reasonable cost 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 trade value of the vehicle, unless such vehicle is owned and registered in the name of a customer in which event market value will apply, less the **excess** just before the loss or damage happened.
- 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 paid 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 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.
 - used for carrying dangerous loads, 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 Hiring out the **insured vehicle** for money.
- 5 Any vehicle that is owned, hired or loaned by, or part of a hire purchase agreement with, **your** employees.
- 6 Racing of any description or being used in any contest, competition, rally or speed trial (apart from treasure hunts).
- 7 The **insured vehicle** being used on any form of race track, de-restricted toll road (including the Nurburgring) or off-road activity.
- 8 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;
 - 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

9 Any liability, loss or damage that happens outside the **geographical limits** (apart from the cover detailed in Section 4 – Driving Abroad).

10 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 Additional Cover under Section 4 – Driving Abroad).

11 Any liability, 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 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 adviser** 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 Cancellation Condition
- 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 Payment of Premium Condition **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 Misrepresentation Condition
- 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 Fraud Condition
- 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 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.

USEFUL AND IMPORTANT INFORMATION CONTINUED

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.

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.

USEFUL AND IMPORTANT INFORMATION CONTINUED

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.

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

USEFUL AND IMPORTANT INFORMATION CONTINUED

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.



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