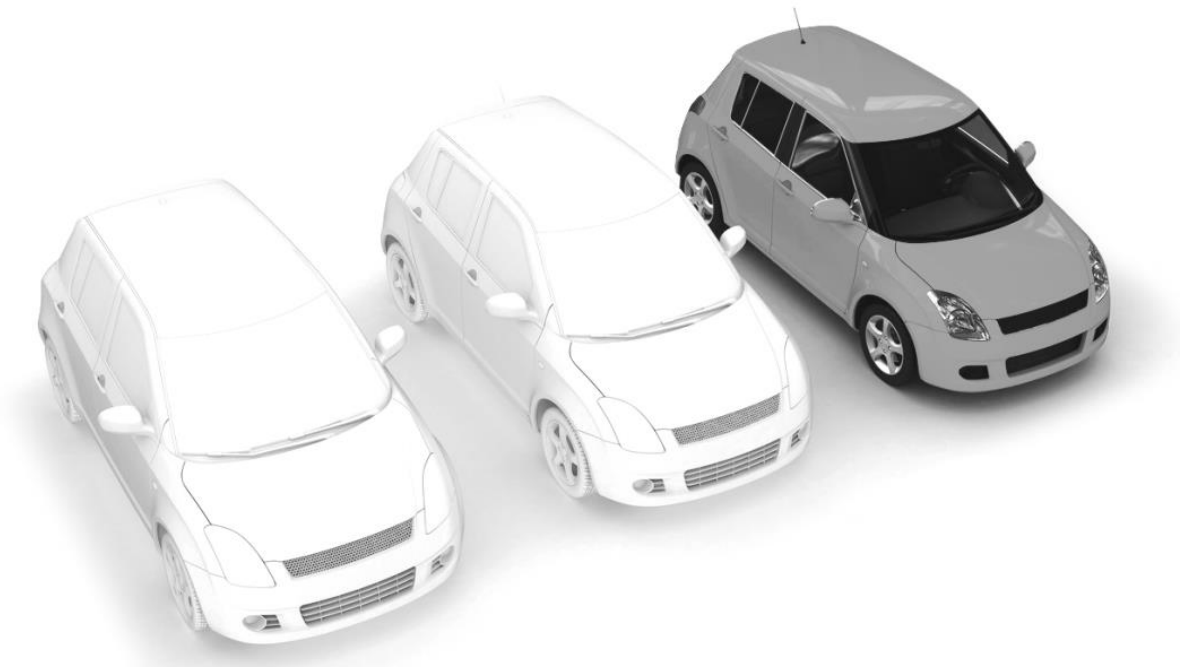


# **CENTURY**

UNDERWRITING LTD

## Motor Fleet Insurance Policy



# MOTOR FLEET INSURANCE POLICY

This Insurance has been arranged by Century Underwriting Limited.

Insurance has been effected between Us, and You, Our Insured and this document is evidence of that Insurance.

Nobody other than You (the Insured) and Us (has any rights that they can enforce under this contract except for those rights that they have under road traffic law in any country in which this insurance applies.

You have a duty to

- complete a reasonable search within your business for Information on your fleet and business activities; then
- present this Information in a manner which is reasonably clear and accessible to Underwriters.

Information and statements provided in any presentation, Proposal Form or Statement of Fact, which You have made to Us has been relied upon by Us in deciding whether to accept the insurance and deciding the premium to be charged.

We have agreed to insure You under the terms, conditions, and exceptions contained in this policy booklet and accompanying Certificate of Motor Insurance and the accompanying Schedule, which shows the Endorsements applicable. The insurance provided by these documents covers liability, loss or damage that occurs within the Geographical Limits of the policy during any Period of Insurance for which You have paid, or agreed to pay the premium.

## OUR COMMITMENT TO YOU

If You decide You do not want to accept this insurance, return the Certificate of Motor Insurance, policy booklet and/or Schedule within 14 days of receiving it, to Your Insurance Intermediary. Providing there have been no incidents which might lead to a claim, We will refund Your premium, after deducting an administration charge and the cost of the insurance provided.

Unless specifically agreed otherwise, this insurance shall be subject to English Law. The terms and conditions of this Motor Policy and all other information concerning this insurance are communicated to You in the English language and We undertake to communicate in this language for the duration of the policy.



**Guy Fraser**  
Chief Executive Officer, Century Underwriting Limited

## Several Liabilities Notice

The obligations of the Insurer and its co-insurers under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of each insurer's individual subscription. If one of the insurers does not for any reason satisfy all or part of its obligations the other insurers will not be responsible for the defaulting insurer's obligations.

The Financial Services Compensation Scheme covers this policy. You may be entitled to compensation from this scheme if We cannot meet Our liabilities under this policy. Further information about compensation scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk) or by telephoning 0800 678 1100 or 0207 741 4100.

In administering Your Policy Century Underwriting Ltd is acting for and on behalf of the Insurer. Century Underwriting Ltd, 28 Baddow Road, Chelmsford, Essex, CM2 0DG (Co Reg Number: 07596141) is authorised and regulated by the Financial Conduct Authority (Financial Services Register number is 621577).

## CLAIMS PROCEDURE

All incidents must be reported at the earliest opportunity, regardless of who was responsible and whether You intend to make a claim for the damage to Your vehicle.

Any delay in notification of any incident may invalidate Your right to claim.

### HOW TO MAKE A CLAIM

To report an incident, call the **24 Hour** New Incident Helpline: **0330 041 5074**

Our UK based first notice of loss claims team are available 24 hours a day, 7 days a week and 365 days a year and will:

- Efficiently take full details of the incident
- Confirm policy cover and limits
- Arrange access to our Approved Repairer network or agree repairs where appropriate
- Provide contact details and outline the next steps to help you through the process

Alternatively, via email using our incident report form which can be found in our website to: [centurynewclaims@wnsa.com](mailto:centurynewclaims@wnsa.com)

### Reduced Excess for fast reporting of incidents

To qualify for a 50% reduction in the primary Excess applicable to the claim, You must adhere to the following:

- The incident is reported to us immediately or at the very latest within 24 hours of the incident occurring
- The incident is reported directly to us using one of the above methods listed under 'How to Make a Claim'

#### Conditions:

- The primary excess refers to the standard Excess applicable to the policy and not those detailed under **Additional Excesses** in **Section 2 – Loss of Damage to Your vehicle** and/or those specifically endorsed on your policy.
- Excludes Windscreen/Glass Damage

### Existing Claims

All claims queries or any third party/representatives should be directed to the Claims Helpline: **0330 041 5074**

All claims correspondence should be addressed to:

Email: [centuryclaims@wnsa.com](mailto:centuryclaims@wnsa.com)

Address: **Century Underwriting Ltd c/o WNS Assistance, PO Box 1022, Ipswich, IP1 9XA**

## COVER PROVIDED

The cover provided for Your Vehicle by this document is shown in the Schedule and determines which sections of this document apply.

Cover Provided	Sections which apply
Comprehensive	All Sections apply and the General Exceptions and General Conditions.
Third Party Fire & Theft	Section 1 and Section 2 (except accidental or Malicious Damage, Vandalism or arson), Section 6 and Section 8 and the General Exceptions and General Conditions.
Third Party Only	Sections 1, 6 and 8 and the General Exceptions and General Conditions.
Fire & Theft	Section 2 (except accidental or Malicious Damage, Vandalism or arson) and the General Exceptions and General Conditions.

## COMPLAINTS PROCEDURE

Century Underwriting Ltd is dedicated to giving You the best possible service and maintaining this service at all times. In the unlikely event that You are dissatisfied with any part of the service You have received Century would welcome Your comments and feedback as an integral part of improving their business and customer service to You and to all of their customers.

Century's complaints policy is based on, and in compliance with the Dispute Resolution rules set out by the Financial Conduct Authority and a copy of Century's complaints policy is available upon request. If You are dissatisfied with any matter, in the first instance please contact Your Insurance Intermediary and if You still remain dissatisfied with the way Your complaint has been dealt with please contact:-

Century Underwriting Ltd, 28 Baddow Road, Chelmsford, Essex, CM2 0DG  
Telephone: 0330 041 5075  
E-mail: [info@centuryuw.co.uk](mailto:info@centuryuw.co.uk)

If after the Insurer's service providers have responded to Your complaint You remain dissatisfied, You may be eligible to have Your complaint considered by the Financial Ombudsman Service (this would not affect Your rights to take legal action if necessary). You may write to them at: -

Financial Ombudsman Service  
Exchange Tower,  
Harbour Exchange Square,  
London E14 9SR

Telephone: 0800 023 4567 or 0300 123 9 123  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## DECLARATION OF VEHICLES

It is a criminal offence to drive or allow Your Employees to drive an uninsured vehicle. Century Underwriting Ltd is required to update the MID database with details of your Vehicles. The MID database is used by law enforcement agencies and linked to number plate recognition cameras. You must therefore notify Us immediately of any Vehicle added or removed from Your fleet even if You pay for adjustments quarterly. Failure to do so may result in prosecution and/or Your Vehicle being stopped and seized.

You are responsible for ensuring that We have up-to-date details of your fleet including any temporary hires for which You need cover. We will not provide cover for any vehicles that have not been declared to Us prior to use and will not accept any liability for any losses, fines or consequential losses arising from Vehicles not being declared to Us.

## NOTICE CLAUSE

All communications regarding this insurance should, in the first instance, be completed via your broker however any formal Notices should be addressed to:

**Century Underwriting Ltd**  
**28 Baddow Road,**  
**Chelmsford,**  
**Essex, CM2 0DG**

## DEFINITION OF WORDS AND PHRASES

Whenever they appear in this document the following words, which are listed in alphabetical order, carry the same meaning:

### Approved Repairer

means a motor vehicle repairer authorised by Us or Our representative to repair Your Vehicle following a valid claim under Section 2 of this insurance.

### Certificate of Motor Insurance

means documentary evidence that You have the minimum motor insurance necessary to comply with the relevant law and which describes Your Vehicles, who may drive them and the purpose they may be used for.

### Commercial Vehicle(s)

means any motorised vehicle not defined as a Motor Car.

### Employee

means a person or contractor that is acting on your behalf in respect of your business for a payment, wage or other benefit.

### Endorsement

means a change in the terms of insurance, which alters the standard wording and included on the Schedule.

### Excess

means an amount You have to pay towards the cost of a claim under this insurance. You have to pay this amount regardless of the circumstances leading to the claim.

### Fire

means Fire, lightning, explosion, or self-ignition.

### Geographical Limits

means the United Kingdom of Great Britain & Northern Ireland, the Isle of Man and the Channel Islands (including transit by sea, air and rail within and between these places).

### Hazardous Goods

means;

- Explosives or Radioactive Materials as defined under The United Nations Model Regulations on the Transport of Dangerous Goods 14<sup>th</sup> revised edition (2005) Classifications 1 & 7 (except for exempt amounts); and/or
- Inflammable liquids or gases in road or container tankers but not inflammable liquids or gases carried in connection with the incidental use of bowsers.

### Information

means every material fact or circumstance which You or the management of your business or their agents know or ought to know which may impact Our decisions to offer you insurance and any premium charged for that insurance.

### Insurance Act

Means the Insurance Act 2015 as enacted or amended.

### Insurance Intermediary

means the intermediary(broker) who has placed this insurance with Us, acting on Your behalf as Your agent and through whom all matters concerning this insurance are handled.

### Malicious Damage/Vandalism

means damage caused as a result of an intentional or reckless act.

### Market Value

means the cost of replacing Your Vehicle with one of similar type, age and condition at the time of loss or damage as assessed by an automotive engineer in conjunction with the published trade guides at the time of loss or damage.

### Motor Car(s)

means any motor vehicle which is a private passenger carrying vehicle designed by the manufacturer to have a capacity of seven or less seats.

### Motor Policy

means the documents consisting of Your Statement of Insurance and/or Proposal Form, the Motor Fleet Insurance Policy Booklet, Your Certificate of Motor Insurance and/or Schedule and any Endorsements.

### Period of Insurance

means the period shown in Your Schedule and Certificate of Motor Insurance for which We have agreed to cover You and for which You have paid or agreed to pay a premium.

### Personal Effects

means Your and/or the driver's and/or any passenger's personal property in the Your Vehicle at the time of an accident.

### Proposal Form

means the application for insurance and declaration completed by You or on Your behalf. We have relied on the Information provided on this form in entering into this contract of insurance.

### Road Traffic Act

means legislation which includes details of the minimum cover for which motor insurance is required in the United Kingdom.

### Schedule

means the document showing details of the vehicle(s) and permitted drivers We are insuring and the cover, which applies for the period of time stated. This document may be replaced by an amended Schedule when there is change in the terms or Endorsements.

### Statement of Fact or Statement of Insurance

means the form that shows the Information that You gave Us or that was given on Your behalf at the time You applied for insurance. We have relied on the Information provided on this form in entering into this contract of insurance.

### Theft

means Theft, attempted Theft, or the taking of Your Vehicle without Your consent.

### Trailer(s)

means a trailer, semi trailer, or container used for carrying goods but which cannot be driven itself.

### We/Us/ Our/the Insurer

the Insurer(s) as named on the Schedule and Certificate of Motor Insurance

### You/Your

means the company or person(s) named as "the insured" in the Schedule, or as "the policyholder" in any Certificate of Motor Insurance or renewal notice applying to this insurance.

### Your Vehicle(s)/the

means any motor vehicle (including standard accessories, spare parts and components) specified in the Schedule or described in the current Certificate of Motor Insurance (and under Section 1 only, an attached caravan or trailer)

## **SECTION 1 - LIABILITY TO OTHERS**

### **Indemnity to You and other persons**

If there is an accident involving Your Vehicle We will indemnify You for any amount that You are legally liable to pay for:

- Death of or bodily injury to other people;
- Damage to property

as a result of any accident You have while You are driving, using, in charge of Your Vehicle, or while You are loading and unloading Your Vehicle.

In the same way We will also indemnify the following people:

- Any person permitted by the Certificate of Motor Insurance, and as endorsed in the Schedule, to drive Your Vehicle;
- The legal personal representative of any person covered under this section in the event of his death and in respect of liability incurred by such person;
- At Your request any person using (other than the person driving) Your Vehicle with Your permission for social, domestic and pleasure purposes;
- Any accidents caused by any passenger whilst travelling in, getting into or out of Your Vehicle.

Provided that the person claiming indemnity:

- Is not entitled to indemnity under any other policy;
- Shall, as though they were the Insured, observe, fulfill and be subject to the terms, exclusions and conditions of this Motor Fleet Insurance Policy in so far as they apply.

### **PROPERTY DAMAGE LIMIT**

The most We will pay for damage to property of any other person is:

- £20,000,000 for claims arising from any one accident involving Your Vehicle if it is a Motor Car;
- £5,000,000 for claims arising from any one accident involving Your Vehicle if it is a Commercial Vehicle.

The most We will pay in costs for any one property damage claim or series of property damage claims arising out of any one event is £5,000,000.

### **LEGAL COSTS**

If there is an accident that is covered under this insurance We may at Our absolute discretion consider payment in respect of the following legal costs:

- solicitor's fees for representing You at any fatal accident enquiry, Coroner's, Magistrates or similar court; and
- the cost of legal services to defend You against a charge of manslaughter or causing death by dangerous or reckless driving.

If We agree to pay these costs under this Motor Fleet Insurance Policy the choice and appointment of legal representation and the extent of any assistance that We provide will be entirely at Our discretion. There will be no agreement to pay these costs unless We have confirmed this to You in writing.

### **EMERGENCY TREATMENT**

We will pay for emergency treatment that is needed under the Road Traffic Acts following an accident involving any vehicle, which is covered by this insurance.

### **TOWING OF DISABLED VEHICLES**

The cover provided by this section permits the towing of any one disabled mechanically propelled vehicle. We will not be liable for any loss of or damage to the property contained therein.

### **UNAUTHORISED MOVEMENT OF THIRD PARTY VEHICLES**

The cover provided by this section is extended to include any legal liability for death, bodily injury or damage to property arising out of the moving aside, with or without the authority of the owner, of an obstructing vehicle if the position of this vehicle prevents the legitimate passage or the loading or unloading of Your Vehicle. This cover only applies while the obstructing vehicle is being driven by You or Your partner, director or Employee.

### **UNAUTHORISED MOVEMENT OF YOUR VEHICLE(S)**

In the same way that We insure the moving aside of an obstructing vehicle which is not owned by You We will also provide cover under this section of the policy if Your Employee needs to drive Your Vehicle for the same purpose even though Your Employee does not have Your permission to drive such vehicle.

### **INCLUDING UNLICENSED DRIVERS WHEN A LICENCE IS NOT REQUIRED BY LAW**

The cover provided by this section extends to apply whilst an unlicensed driver is driving Your Vehicle when a licence is not required by law provided always that such person is driving on the order of or with Your permission and is of an age to hold a licence applicable to the type of vehicle being driven.

## **INDEMNITY TO PRINCIPALS**

The cover provided by this section extends to indemnify You in respect of liability assumed by You under an agreement with any person (herein called the principal) for the execution of work or the provision of services or in connection with access to any premises or road in the ownership or occupation of the principal. Provided that You have arranged with the principal for the conduct and control of all claims for which We may be liable by virtue of this extended cover to be vested in Us.

We shall not be liable by virtue of this extended cover in respect of:

- Liability, which attaches to the principal by virtue of an agreement, which would not have attached in the absence of such Agreement;
- Any sum over and above the amount required to indemnify the principal in respect of damage to property belonging to or held in trust or in the custody or control of the principal;
- Liability resulting from the negligence of any person other than You, Your business partner, director or Employee;
- Death of or any injury to any person in the employ of the principal arising out of and in the course of their employment except for the cover We must provide under the Road Traffic Acts or any other legislation applicable to motor insurance.

## **CROSS LIABILITY CLAUSE**

If this policy is issued in the name of more than one party the cover provided by this section shall apply as if separate policies had been issued to each of the parties jointly named as the policy holder but Our total liability for all claims shall not exceed the limits of indemnity stated in this policy.

## **TRAILERS**

The cover provided under this section shall apply to any Trailer owned by You or in Your custody or control whilst attached to Your Vehicle or if accidentally detached during the course of a journey.

Provided that full details of all such Trailers have been given to Us, We will also cover them whilst they are detached from Your Vehicle but they must be out of use and must remain on or about Your premises. We will also cover them whilst they are temporarily detached during the course of a journey.

## **EXCEPTIONS TO SECTION 1**

### **Under this section We will not be liable**

- If the death or bodily injury to a person arises out of or in the course of their employment by any person entitled to indemnity under this section except as required by the Road Traffic Acts or any applicable E.U. Directive;
- To indemnify any person if that person is entitled to indemnity under any other insurance;
- For damage, loss of use or any other indirect loss in respect of any insured vehicle in connection with which indemnity is provided by this section;
- For damage to property exceeding the limits stated in this section in respect of any one claim or series of claims arising out of one cause;
- For death of or bodily injury to any person driving or in charge for the purpose of driving Your Vehicle if the death or bodily injury occurred as a result of that person having driven the vehicle;
- For loss or damage to any property or animals owned by or in the trust, custody or control of You or any person entitled or claiming to be entitled to indemnity under this section;
- For any claim (other than arising under the provision of the Road Traffic Acts) for loss of or damage to property or animals being conveyed by Your Vehicle or any Trailer owned by or in the care of any person indemnified by this section;
- For loss of or damage to any load or to any Trailer being conveyed by You or to any load being loaded onto or unloaded from Your Vehicle or any Trailer;
- For death, injury or damage to property caused or arising beyond the limits of any carriageway or thoroughfare in connection with the loading or unloading of Your Vehicle by any person other than Your driver or other Employee;
- For any claims resulting directly or indirectly from misdelivery when loading or unloading Your Vehicle or Trailer;
- For damage to premises belonging to You or which You are occupying;
- For any accident arising out of the operation as a tool of any Trailer or special type vehicle except as required by the Road Traffic Acts;
- For death, bodily injury or damage arising out of discharge, spillage, leakage or seepage from Your Vehicle or Trailer;
- For fines, penalties, punitive or exemplary damages;
- For death, bodily injury, illness, loss or damage when such death, bodily injury, illness, loss or damage arises directly or indirectly out of pollution or contamination however caused except as required by the Road Traffic Acts.

## SECTION 2 - LOSS OF OR DAMAGE TO YOUR VEHICLE

We will insure You in respect of loss or damage (less any Excess that applies) caused by:

- Accidental damage;
- Malicious Damage and Vandalism only when caused by any person not in Your employ;
- Fire, self-ignition, lightning or explosion;
- Theft or attempted Theft.

Your Vehicle's standard accessories, spare parts or components (including the makers standard tool kit and safety equipment) are covered in the same way. The cover only applies if they are with Your Vehicle, kept in or on Your Vehicle and fall within the maximum amount We pay.

If the keys or lock transmitter to Your Vehicle are stolen We will pay up to £200 (after the deduction of any Excess that applies to this section) towards the cost of replacing the door locks and/or boot lock, ignition, steering lock, the lock transmitter and central locking interface, providing it can be established that the identity of Your Vehicle or where it is normally kept overnight is known to the person(s) in receipt of such keys or transmitters.

For a claim under this Section We may at Our discretion either:

- Pay for the damage to be repaired;
- Pay the cash value to replace the lost or damaged item;
- Pay no more than the last list price of parts no longer available as new;
- Replace the lost or damaged item;

The maximum amount payable in all under this section will be either:

- The Market Value of Your Vehicle immediately before the loss (including its accessories, spare parts and components) up to the value shown in the Schedule (the damaged vehicle will then belong to Us);
- The cost of repairing Your Vehicle whichever is the less.

If Your Vehicle is owned by somebody else (and We are aware of this and have agreed cover) or is the subject of a hire purchase agreement We will make any cash payment to the legal owner unless the owner specifically agrees otherwise.

### TRANSPORT OF YOUR VEHICLE AFTER AN ACCIDENT

We will pay the cost of protection and removal of Your Vehicle to Our Approved Repairer or nearest competent repairers from the scene of the loss which is the subject of indemnity under this Motor Fleet Insurance Policy, if Your Vehicle is disabled. We will also return Your Vehicle after repair to Your home or business address in the United Kingdom.

### REPAIRS

Repairs are normally undertaken by Our Approved Repairer.

If You choose to use an alternative repairer:

- We will not guarantee the work after You have signed a customer satisfaction note and Your Vehicle has been returned to You by the repairer, and
- We will not pay more than the cost of repairs had the work been undertaken by Our Approved Repairer including any standard rebates. In these circumstances We may at Our option settle the claim for repairs to Your Vehicle by making a cash payment for the amount quoted by Our Approved Repairer less the Excess which applies to the claim.

We or the repairer may use parts which have not been supplied by the manufacturer and/or reengineered parts if new parts are no longer available.

If parts required for repairing Your Vehicle are not available in the United Kingdom Our liability for those parts shall not exceed the manufacturers' last United Kingdom list price or if not listed the price of those parts for the nearest comparable vehicle available in the United Kingdom. We will not pay the cost of importing parts that are not available in the United Kingdom.

### REPLACEMENT WITH A NEW VEHICLE

New vehicle replacement If the insured vehicle, being a private car or commercial vehicle is:

- stolen and not recovered, or
- beyond economical repair

We will replace it with a new one of the same make, model and specification.

However, this new vehicle cover only applies if:

- You have been the first and only registered keeper and owner of the Vehicle; and
- a suitable replacement vehicle is available in the United Kingdom; and
- the vehicle, being a private car, is within twelve months of purchase new or if subject to a leasing or contract hire agreement within twelve months of first registration; and
- the vehicle, being a commercial vehicle is within six months of purchase new or if subject to a leasing or contract hire agreement first registration; and
- anyone else who has an interest in Your Vehicle agrees; and



- Your Vehicle has covered less than 20,000 miles; and
- The cost of repairs will exceed 60% of the manufacturer's list price (including vehicle tax and VAT) at the time of purchase.

In the event that a replacement vehicle of the same make, model and specification is unavailable the maximum we will pay is the insured value or the amount shown in the purchase receipt of the insured vehicle and its accessories after any applicable discounts but not including vehicle tax.

Once a settlement has been agreed in accordance with this new vehicle cover, the lost or damaged vehicle becomes Our property.

If Your Vehicle is the subject of a Hire Purchase Agreement We will only agree settlement on the basis of this new vehicle cover if We have the agreement of the Hire Purchase Company as owner of Your Vehicle.

Where the damaged, lost or stolen vehicle is a Commercial Vehicle, the maximum We will pay under this new vehicle cover will be £5,000 more than the Commercial Vehicle's Market Value immediately before the Theft, accident or loss. In the event that We agree to settle a claim under this new vehicle cover and the cost of a new replacement Commercial Vehicle exceeds this £5000 limit You will be required to pay the difference to Us before We can issue payment for the replacement vehicle.

## TOTAL LOSS

If as a result of a claim Your Vehicle or Trailer is determined to be a total loss, the premium in respect of the Vehicle or Trailer will be exhausted and any replacement vehicle or trailer will attract an additional premium.

## GLASS DAMAGE (COMPREHENSIVE COVER ONLY)

You may claim for damage to Your Vehicle's windscreen or windows and for any bodywork scratched by broken glass from the windows or windscreen. This benefit does not apply to plastic windows of a convertible roof, damaged sun roofs, roof panels, lights or reflectors whether glass or plastic.

- If Our approved replacement service is used, cover applying is unlimited but subject to the windscreen Excesses shown in the Schedule of this Motor Policy;
- Use of a third party replacement service must be pre-authorized and the cost agreed prior to work commencing.
- Where the windscreen or window can be repaired and does not require replacement, any claim for repair will be subject to an Excess of £25.

## TRAILER EXTENSION (COMPREHENSIVE COVER ONLY)

You may claim for accidental damage to a commercial Trailer taking place whilst it is attached to Your Vehicle and in the course of a journey.

In addition provided that full details of all such Trailers have been given to Us and they are named on the Schedule, We will also cover them for

- Malicious Damage and Vandalism when caused by any person not in Your Employ;
- Fire, self-ignition, lightning or explosion; or
- Theft or attempted Theft whilst they are detached from Your Vehicle;

but they must be

- out of use, empty and must remain on or about Your premises; or
- whilst they are temporarily detached during the course of a journey.

This extension does not include cover for

- Damage to Trailers whilst detached unless details of the Trailer(s) are declared in writing and agreed by Us;
- caravans, trailer tents, launching trolleys or other leisure equipment trailers; or
- damage to the trailer resulting from loading or unloading.

## ADDITIONAL EXCESSES

Where We have agreed to include drivers outside of the restrictions applied under General Condition, 2(a) this will be shown on a separate Endorsement.

Additionally You will have to pay the first part of the cost of any claim for loss of or damage to Your Vehicle under this section of the policy in respect of the drivers shown on the separate Endorsement and those who are either under the age of 25 years or who have limited driving experience. The categories of driver subject to additional excesses are as stated below:

Driver	First Amount
Under 21 years of age	£1,500
Aged 21 to 24 years of age	£500
Between 25 and 70 Years of age but who holds a provisional licence or holds a full European Union licence to drive Your Vehicle but has held it for less than 24 months	£500

Does not hold a licence to drive Your Vehicle but is driving in circumstances where a licence is not required by law	£1,500
Returning from a ban in the last 12 months	£500

The above amounts apply in addition to any other amount of Excess for which You will be liable to pay under this Motor Fleet Insurance Policy and are not subject to an early reporting discount.

## EXCEPTIONS TO SECTION 2

### Under this section We will not be liable for:

- The amount of any Excess shown in the Schedule;
- Any loss of or damage to Your Vehicle or its contents while You are not in the vehicle arising from Theft or attempted Theft or any unauthorised person taking it unless:
  - a) it is securely locked and the ignition key is removed from the vehicle; and
  - b) all windows, roof panel (or the roof of a convertible vehicle) are closed; and
  - c) electronic or mechanical security devices are set; and
  - d) reasonable precautions have been taken to protect it.
- More than £250 (after the deduction of any excess) for sign writing, advertising, logos or specialist paintwork.
- Loss arising from Theft by Your Employee or failure of Your Employee to return Your Vehicle.
- Loss by unauthorised use or "joy riding" by an Employee or member of Your family or household or the family or household of Your Employee;
- Loss of use, wear and tear, depreciation or any other losses which are not directly associated with the incident that causes You to claim;
- Mechanical, electrical, electronic, computer software faults, failures, breakdowns, breakages or malfunctions or any loss or damage caused by Your Vehicle being incorrectly fuelled;
- Loss or damage to any vehicle imported other than through the manufacturer's normal import arrangements;
- Any repair or replacement, which improves Your Vehicle;
- Damage to tyres caused by the application of the brakes or any punctures, cuts or bursts unless resulting from an accident to Your Vehicle that is subject of a claim paid by Us;
- Failure, breakage or damage to the transmission by the application of the brakes;
- Loss or damage to sheets, tarpaulins, tilts or to any container which is not permanently fitted to Your Vehicle;
- Loss of or damage to tapes, cassettes, compact discs, sound reproduction equipment, video communications or navigation equipment unless permanently affixed to the vehicle;
- Loss of or damage to the contents of Your Vehicle, Personal Effects, telephones, television equipment or two-way radio transmitters or receivers, money, stamps, tickets, documents, securities, lottery tickets, raffle tickets, promotional vouchers or Air Miles vouchers;
- Loss of or damage to goods, tools or samples carried in connection with any trade or business;
- Loss of petrol or diesel fuel, LPG or Hydrogen gasses, electrical charge or other analogous replenishable energy;
- Loss or damage arising out of, caused by, resulting from, in consequence of or in any way involving a failure to use the correct fuel type
- An amount which is more than the price shown in the manufacturer's last price list at the time of the accident in respect of any part of Your Vehicle and/or its accessories where such parts or accessories are unobtainable or obsolete in pattern;
- Loss or damage to Your Vehicle caused by or consequent upon the operation of tipping gear;
- Nonstandard tools, pumps, machinery, plant or generators affixed to the vehicle (mobile industrial equipment);
- Diminution (loss of value of Your Vehicle after a repair);
- Loss or damage through deception;
- VAT if You are VAT registered (if We agree to settle a claim under the new vehicle sub-section You will be required to pay the VAT to Us before We can release the replacement vehicle to You).

## SECTION 3 – MEDICAL EXPENSES

We will indemnify the driver of Your Vehicle if he/she sustains bodily injury as a result of an accident occurring during the Period of Insurance for any doctor's or surgeon's fees incurred by them as a result of such bodily injury. Where You have paid any such fees, We will reimburse You. The most We will pay is £1,000 for any one claim under this section of this Motor Fleet Insurance Policy.

## SECTION 4 – LOSS OF OR DAMAGE TO PERSONAL EFFECTS

We will indemnify You for damage to, loss of or destruction of Personal Effects caused by fire, Theft or an accident occurring during the Period of Insurance. At Your request, We will also indemnify any driver and/or passenger in Your Vehicle if it is involved in an incident resulting in damage to, loss of or destruction of such person's Personal Effects but subject to the terms and limitations of this section of this Motor Fleet Insurance Policy. Receipt by such other person of payment by the Insurer pursuant to Section 4 shall be a full discharge of Our obligations to such other person under this section of the policy.

We will pay a maximum of £600, as set out in the Schedule for Personal Effects per Vehicle, regardless of the number of Vehicles or persons making a claim under this section of the Motor Fleet Insurance Policy.

## EXCEPTIONS TO SECTION 4

### Under this section We will not be liable for:

- damage to, loss of or destruction of:
  - a) money, stamps, tickets, documents, securities or any form of negotiable instruments;
  - b) portable electronic goods or equipment;
  - c) goods or samples carried in connection with any trade or business;

- d) MP3 players, iPads, iPods, Electronic media storage devices, tapes, cassettes, compact discs or DVDs; or
- e) tools or equipment being carried in connection with any trade or business.
- damage to, loss of or destruction of Personal Effects where possession of Your Vehicle is obtained by misrepresentation or deception;
- damage to, loss of or destruction of Personal Effects where possession of Your Vehicle is obtained by Theft, unless the ignition key was removed from Your Vehicle and all openings including doors, windows, hatchback, boot and roof were closed and securely locked at the time of the Theft;
- damage to, loss of or destruction of Personal Effects arising out of, caused by, resulting from, in consequence of or in any way involving a failure by You and/or the driver of the Insured to take such precautions as a prudent person would take to prevent such damage to, loss of or destruction of Personal Effects; or
- any and all financial or indirect losses arising out of, caused by, resulting from, as a result of or in any way involving damage to, loss of or destruction of Personal Effects.

## SECTION 5 – EMERGENCY ACCOMMODATION

In the event You or any driver are deprived of the use of Your Vehicle as a result of an accident occurring during the Period of Insurance within the Geographical Limits and are unable to reach Your destination on the same day of the accident, We will pay a contribution of up to £100 per person with a maximum of £400 per accident for all persons towards the cost of up to two nights' emergency accommodation.

## SECTION 6 - FOREIGN USE

### Legal minimum insurance

While Your Vehicle is in:

- any country which is a member of the European Union (EU); or
- any other country in respect of which the European Commission is satisfied has made arrangements to meet the requirements of Article 7(2) of EU Directive 72/166/CEE relating to civil liabilities arising from the use of motor vehicles

this Motor Fleet Insurance Policy provides the minimum level of cover in respect of liability which is legally insurable in the country concerned. This legal minimum insurance does not include cover for loss of or damage to Your Vehicle

### **Full policy cover**

In addition to the legal minimum cover shown above, this Motor Fleet Insurance Policy can be extended to provide the cover shown in Your Schedule to any member country of the EU and also Andorra, Croatia, Gibraltar, Iceland, Liechtenstein, Monaco, Norway, San Marino and Switzerland.

A Green Card is not required for the countries listed above.

On referral We may also be prepared to provide cover in countries which are not listed above but only if such countries are a member of the Green Card system.

You must contact Your Insurance Intermediary in advance of Your intended trip abroad and obtain Our agreement in writing to provide cover.

Any agreement by Us to extend full policy cover abroad will be subject to payment of an additional premium. Additional policy restrictions may also apply.

If cover under this Motor Policy is Comprehensive or Third Party Fire and Theft and the policy is extended to provide the full cover shown on Your Schedule whilst abroad:

- insurance is automatically provided on Your Vehicle while it is being transported (including loading and unloading) between ports in countries where You have cover, provided Your Vehicle is being transported by rail or a recognised sea route of not more than 65 hours, and
- We will pay the reasonable cost of delivery of Your Vehicle to You after repairs in the country in which damage was sustained, or to Your home address if the damage cannot be repaired economically by the intended time of Your return to the United Kingdom or if Your vehicle is stolen and recovered after Your return to the United Kingdom, and
- We will pay the amount of foreign customs duty for which You are liable as a direct result of loss or damage to Your Vehicle preventing its return to the United Kingdom.
- cover will be extended to any general average contribution, salvage or sue and labour charges incurred by You arising out of the transportation of Your Vehicle by sea between countries occurring during the Period of Insurance within the Geographical Limits, provided that any such contribution relates to the value of Your Vehicle as declared to Us
- We shall not be liable under this section whilst Your Vehicle is being driven by or is for the purpose of being driven in the charge of any person who has not been notified to Us as a driver for the period of cover abroad.
- where your Vehicle is beyond economical repair we reserve the right to settle Your claim without repair or repatriation of the vehicle to the UK.

## SECTION 7 – PERSONAL ACCIDENT

We will pay the sum of £5000 per person if You or any driver accidentally receives an injury, which independently of any other cause and within 3 months of the accident, results in death or total and irrecoverable loss of all sight in one or both eyes or total loss of one or more limbs by physical separation at or above the wrist or ankle.

Payment will only be made where the injury or death directly results from an accident while getting into, out of or travelling in Your Vehicle.

We will make payment to You or Your legal representatives or Your driver and his/her legal representatives. Payment made under this section will be limited to a maximum amount of £5,000 for any one person in any one Period of Insurance regardless of the types of injury sustained.

#### **EXCEPTIONS TO SECTION 7**

**Under this section We will not be liable:**

- a) if the person claiming is aged under 17 or over 70 at the time of the accident;
- b) where death or bodily injury is caused by suicide or attempted suicide, natural disease or pre-existing physical defect, or
- c) in respect of death of or bodily injury to the driver at the time of the accident if such person was convicted for driving under the influence of drugs or alcohol at the time of the accident, or
- d) for death or bodily injury to any person if such person had not complied with the law relating to the use of seat belts.
- e) for payments to any person who is legally entitled to make a claim against You which is covered under Section 1 of this Motor Policy.

#### **SECTION 8 - AVOIDANCE OF CERTAIN TERMS AND RIGHTS OF RECOVERY**

Nothing in this Motor Fleet Insurance Policy or in any Endorsement thereon shall affect the right of any person indemnified by this Motor Fleet Insurance Policy or of any other person to recover an amount under or by virtue of the provisions of the law of any territory in which this Motor Fleet Insurance Policy operates relating to the insurance or liability to Third Parties.

BUT You will repay to Us all sums paid by Us which We would not have been liable to pay but for the provisions of such law

## GENERAL EXCEPTIONS

These general exceptions apply to the whole insurance.

Your insurance does not cover the following:

1. Any accident, injury, loss or damage arising while any vehicle covered by this insurance is being:
  - a) Used for a purpose that Your current Certificate of Motor Insurance does not permit;
  - b) Driven by or is in the charge of anyone who is not mentioned in the Certificate of Motor Insurance as a person entitled to drive or who is excluded by an Endorsement;
  - c) Driven by or in the charge of any person (including You) whilst under the influence of drink, drugs or other psycho-active substance.
  - d) Used without holding a valid Operators Licence or other appropriate licence in Your name where You are required to do so by law.
  - e) Driven by any person (including You) whilst using a mobile phone or other similar appliance without using a hands free device;
  - f) Driven by or in the charge of any person (including You) who is a provisional licence holder and who is not accompanied by a person entitled to act as instructor and has a minimum of two years' experience in the class of vehicle;
  - g) Driven by anyone (including You) who is disqualified from driving or has never held a licence to drive the vehicle, or is prevented by law from having a licence (unless they do not need a licence by law);
  - h) Used in or on that part of any airport, aerodrome, airfield or military base which is used for the take off and landing of aircraft, including the taxiing or movement of aircraft on the ground and aircraft parking aprons and the associated service roads, refuelling areas and ground equipment parking areas. We will not pay for any claim concerning an aircraft or other property within the boundary of the airport or airfield;
  - i) Used to carry any load or passengers, which is more than it was constructed to carry, and more than the specified maximum capacity.
  - j) Driven in an autonomous mode or is under the guidance or control of any algorithm driven system where the driver is not in constant control of the vehicle or able to instantaneously override such mode or system.

In the circumstances a) – i) above our liability will be restricted to meeting any obligations required of Us by the Road Traffic Act. Any payment made or costs incurred by Us under the Road Traffic Act will be subject to any and all rights of recovery from You in full whether in settlement or judgment of any claim arising from the accident.

2. Any liability that You have accepted under an agreement or contract but which would not have attached in the absence of such agreement or contract.
3. Any loss or damage that is also covered by any other insurance policy.
4. Any consequence of:
  - a) War, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, revolution, rebellion, coup, insurrection, military or usurped power or destruction of or damage to property by order of any government or public authority except where it is necessary to meet the minimum required by law.
  - b) Loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, except where liability is judged to exist under a Policy or Policies by a court of competent jurisdiction in accordance with the minimum requirements of the Road Traffic Act 1988 or subsequent amendments thereto or successors thereof or alternative applicable legislation in the territory in which the loss occurs.

### Definition of Terrorism

1. In the United Kingdom, "terrorism" shall follow the interpretation as set out in Part 1 of the Terrorism Act 2000 or as per any subsequent amendments thereto or successors thereof (as replicated hereunder).
2. In any other territory, which has equivalent legislation to the Terrorism Act 2000, "terrorism" will follow the definition of that legislation.
3. In any other territory the UK Terrorism Act 2000 or subsequent amendments thereto or successors thereof will be deemed to be the applicable definition.

### Part 1 of the Terrorism Act 2000 contains the following definition:

- (1) In the Act "terrorism" means the use or threat of action where-
  - (a) the action falls within subsection (2),
  - (b) the use or threat is designed to influence the government or to intimidate the public or a section of the public, and
  - (c) the use of threat is made for the purpose of advancing a political, religious or ideological cause.
- (2) Action falls within this subsection if it –
  - (a) involves serious violence against a person,
  - (b) involves serious damage to property,
  - (c) endangers a person's life, other than the person committing the action,

- (d) creates a serious risk to the health or safety of the public or a section of the public,
- (e) is designed to interfere with or seriously disrupt an electronic system.

(3) The use or threat of action falling within subsection (2) which involves the use of firearms or explosives is terrorism whether or not subsection 1(b) is satisfied.

5. Direct or indirect loss, damage or liability caused or arising from:
  - a) Earthquake;
  - b) Riot or civil commotion occurring in Northern Ireland or outside the United Kingdom (except where We need to provide cover to meet the minimum insurance required by the relevant law);
  - c) Ionising radiation or contamination from any radioactive nuclear fuel, or from any nuclear waste from burning nuclear fuel;
  - d) The radioactive, toxic, explosive or hazardous properties of any explosive nuclear assembly or nuclear component;
  - e) The carriage of Hazardous Goods;
  - f) Pressure waves caused by aircraft or other aerial devices.
6. Any consequence of confiscation or nationalisation or requisition destruction of or damage to property by order of any Government or Public or Local Authority.
7. Any proceedings brought against You, or judgement passed in any court outside the United Kingdom, unless the proceedings or judgement arises out of Your Vehicle being used in a foreign country, which We have agreed to extend this insurance to cover.
8. Any liability loss or damage that occurs outside of the Geographical Limits of this Motor Fleet Insurance Policy unless extended under the terms of Section 6 Foreign Use (apart from the minimum cover required by law).
10. Any loss or damage to or liability resulting from the use of any vehicle that is not owned by the Insured or not hired or loaned to the Insured under a commercial contract. Vehicles owned or registered by Your Employees or Your friends or relatives are not covered by this insurance unless specifically agreed by Us in writing and for which We have issued a Certificate of Motor Insurance.

# GENERAL CONDITIONS

These General Conditions apply to the whole of the insurance and should be read in conjunction with the Certificate of Motor Insurance and the Schedule and any Endorsements that apply.

## 1) GENERAL

- a) If We are obliged to settle a claim which We would not have settled had it not been for the provisions of the Road Traffic Acts in the United Kingdom or corresponding legislation elsewhere or by reason of Our participation in the Motor Insurers Bureau arrangements We will require that You, or the person who made the claim, repay all such monies to Us.
- b) Where We have accepted a claim but the amount to be paid is in dispute it is agreed that the matter will be referred to an independent arbitrator acceptable to the parties involved. The arbitrator must make a decision before You can take proceedings against Us. This does not affect Your right to refer also to the Insurance Ombudsman.
- c) We will not make any payments in respect of any proceedings brought against You or judgement passed in any court outside of the Geographical Limits of this Motor Policy, unless the proceedings or judgement arise out of Your Vehicle being used in a foreign country which We have agreed to extend this insurance to cover under section 6 of this Motor Policy and the proceedings or judgement are brought in such country. For the avoidance of doubt a judgement or order by a Court of jurisdiction recognising or enforcing the order of a foreign court is not treated as a judgement of a Court of competent jurisdiction.
- d) We will only provide the cover described in this Motor Policy if:
- i) Any person claiming indemnity has complied with all its terms and conditions and Endorsements;
  - ii) The declaration of any Information given on the Proposal Form or Statement of Fact which has been relied upon by Us in entering into this insurance, is correct, in good faith and complete to the best of Your knowledge and belief;
  - iii) Your Vehicle is being driven in accordance with the terms of the Certificate of Motor Insurance;
  - iv) Your Vehicle is being used in accordance with the Certificate of Motor Insurance.
  - v) You have declared the Vehicle to Us prior to any incident.
  - vi) You have co-operated fully and openly with Us in respect to any claims made by You or a third party.
- e) You must understand that under the Insurance Act You or anyone acting on Your behalf have a duty of reasonable search and fair presentation and that the premium charged and terms of your policy are based on the Information You supplied at the start of the insurance, upon variation and when it is renewed.
- i) Where it is found that the Information provided at inception or renewal was unintentionally incorrect We may:
    - (1) Avoid the insurance from inception, refuse all claims and return your premium if we would not have accepted the risk had we been aware of the Information;
    - (2) Amend the terms of this policy or any endorsements from inception to conform with our standard underwriting policies; and/or
    - (3) Reduce any claim payments proportionally to the premium We would have charged You had we received the correct Information at inception. The proportion to be calculated as follows:  
$$X = \frac{\text{Premium Actually Charged}}{\text{Higher Premium Due}} \times 100$$
  - ii) Where it is found that the Information provided at variation was unintentionally incorrect We may:
    - (1) Treat the policy as if the variation never took place and return any additional premium;
    - (2) Impose different terms on the variation in line with our standard underwriting policies;
    - (3) Reduce any claims payments proportionally to the premium chargeable under our standard underwriting policies. The proportion to be calculated as follows:  
$$Y = \frac{\text{Total Premium Actually Charged}}{P} \times 100$$
  
$$P = \text{the total premium We would have charged;}$$
  - iii) Where it is found that the Information You provided was deliberately or recklessly incorrect We may:
    - (1) Avoid Your policy from the start date as though it never existed and retain any premium paid; and
    - (2) Recover any claims payments already made from You.
- f) If:
- i) You make a claim that is false, fraudulent or deliberately exaggerated; or
  - ii) You have made a false declaration or statement in support of any such claim;  
We can at our sole discretion:
    - (1) Deny the claim in its entirety and will not pay any legitimate part of Your claim;
    - (2) Recover any payment already made under the claim;
    - (3) Cancel the policy with effect from the date you made the false claim or representations without returning your premium;

**For the avoidance of doubt if You or anyone acting on Your behalf knowingly commit a fraudulent act or submit a fraudulent document or make a fraudulent statement or exaggerate Your claim, We will not pay the claim and cover under this insurance will cease immediately. You will not be entitled to any refund of premium.**

- g) We can:
- i) Take over, conduct, defend or settle any claim;
  - ii) Take proceedings, at Our own expense and for Our own benefit, to recover any payment We have made under this insurance;
  - iii) Make any payment for loss or damage to the legal owner or hire purchase company if We know that Your Vehicle is owned by someone other than You or is the subject of a hiring or purchase agreement.

We will take this action in Your name or in the name of anyone else covered by this insurance. You, or the person whose name We use must co-operate with Us on any matter that affects this insurance.

- h) You must:
- i) Act in a way that does not prejudice Our interests;
  - ii) Report any incident to Us as soon as is reasonably possible.
  - iii) Send any communication about a claim (including any writ or summons) to Us, unanswered, and without delay and also tell Us if You know of any future prosecution, coroner's inquest or fatal accident enquiry involving any person covered by this insurance;
  - iv) Report any Theft or attempted Theft or Malicious Damage to the Police and obtain a crime report number;
  - v) Not admit to, negotiate, or refuse any claim without written permission from Us.
- i) The premium set out on the Schedule shall constitute the minimum and deposit premium payable under the Motor Policy. Return Premiums may be allowed at Our discretion. Thereafter, the Premium shall be adjusted upwards in accordance with the declaration basis and any increase in premium paid to the Insurer.
- j) If under the declaration basis a return premium is allowed for vehicle(s) deleted from the Schedule, this will be subject to there being no claims against the vehicle being deleted. Any return premium may be held to credit until 60 days following deletion date. Return premiums are subject to the premium being paid to the Insurer.
- k) A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

## 2) DRIVERS

- a) Unless specifically named and agreed in writing prior to driving We will not be liable for any claim unless the driver of Your Vehicle:
- i. Is licensed to drive it;
  - ii. Is fully complying with the conditions or limitations of that licence;
  - iii. Is not disqualified by any Court from driving;
  - iv. Is acting with Your previously given authority;
  - v. Is 21 years of age or over;
  - vi. Is under 70 years of age;
  - vii. Has had at least one year's driving experience under a full European Union licence applicable to the vehicle being driven.
- b) We require You to check the driving experience record and licences of all drivers and prospective drivers before allowing them to drive Your Vehicle, perform frequent checks on their driving record, and to exercise reasonable care in the selection and employment of competent drivers.

## 3. VEHICLE

- a) All reasonable steps must be taken to safeguard Your Vehicle or Trailer against accident, Theft, injury, loss or damage and to maintain it in a safe and roadworthy condition. When required by law Your Vehicle or Trailer must be covered by a valid Ministry of Transport Test Certificate at the date of any accident, loss or Theft.
- b) We must be allowed to examine Your Vehicle or Trailer at any reasonable time after any loss, damage, or accident. You must give Us full details of the incident, in writing, as soon as possible. You should also give Us any information and assistance that We may require.
- c) We will not be liable for any accident, injury, loss or damage occurring while Your Vehicle or Trailer is:-
- i. Carrying a load which is greater than that declared to Us;
  - ii. Carrying more passengers than it is designed to carry;
  - iii. Being used in contravention of its Gross Plated Weight;
  - iv. Being used for racing, pace making, competitions, trials, track events, reliability trial or speed testing and rallying;
  - v. Carrying a load in such a way that it is likely to impair the safe driving or control of Your Vehicle or Trailer.

## 4. CANCELLATION

- a) You may cancel this insurance at any time by writing to Us via Your Insurance Intermediary and at the same time returning the Certificate(s) of Motor Insurance. The cancellation will take effect from the date Your Insurance Intermediary receives the Certificate(s) of Motor Insurance. Provided this insurance is an annual contract and that there have been no claims made (or likely to be made) in the current Period of Insurance You will be entitled to a return premium calculated pro-rata less a £150 charge.
- b) We or Your Insurance Intermediary may cancel this insurance by giving seven days notice in writing by Recorded Delivery to You at Your last known address (and in the case of Northern Ireland to the Department of the Environment, Northern Ireland). Subject to no claims having been made (or likely to be made) in the current Period of Insurance We will refund a proportionate part of the premium. This will be less any amounts still outstanding under any arrangement You have made with Your Insurance Intermediary to pay the premium by instalments. You must return the Certificate(s) of Motor Insurance.
- c) If You pay Your premium by instalments and there is a default in payments We or Your Insurance Intermediary may cancel this insurance by sending You seven days notice of cancellation as detailed in General Conditions, Cancellations (b) although



no refund of premium will be allowed for the unexpired portion of the insurance. Should We deal with a claim involving the actual or constructive total loss of Your Vehicle any outstanding instalments will be deducted from the agreed settlement value.

#### **5. DECLARATION OF VEHICLES & MOTOR INSURANCE DATABASE**

It is a condition of this insurance that You comply with the requirements of the Motor Insurers Bureau and supply details of all vehicles in Your custody or control in order that these details can be recorded on the Motor Insurers Database (MID). These details should be supplied to Your intermediary as soon as any vehicle comes into Your possession.

**For the avoidance of doubt if You or anyone acting on Your behalf fails to notify Us of a Vehicle on your fleet no cover including Road Traffic Act will be extended to that Vehicle until it has been declared to Us. You will therefore be in breach of the Road Traffic Act and you may be liable to criminal prosecution as a result.**

Failure to comply with the requirements of this condition may also result in the cancellation of this insurance in accordance with General Conditions, Cancellations (b).

## DATA PROTECTION AND SHARING INFORMATION WITH OTHER ORGANISATIONS

### Data Protection

We are governed by the Data Protection legislation applicable in both the United Kingdom and Gibraltar. Under this legislation We are required to tell You the following information. It explains how We may use Your details and tells You about the systems We have in place that allow Us to detect and prevent fraudulent applications and claims. The savings that We make help Us to keep premiums and products competitive.

### Insurance Administration

Information You supply may be used for the purposes of insurance administration by the Insurer and its agent, by re-insurers and Your Intermediary. In assessing any claims made, insurers may undertake checks against publicly available information such as electoral roll, county court judgement, bankruptcy or repossessions. Information may also be shared with other insurers either directly or via those acting for the Insurer such as loss adjusters or investigators.

We may also provide Your (or any person included on the proposal) driving licence number(DLN) to a third party to confirm licence status, entitlement and relevant restriction information and endorsement/conviction data.

Searches may be carried out prior to and at any point during Your insurance policy including any mid-term adjustment and renewal stage. For details relating to information held about You by the DVLA please visit [www.dvla.gov.uk](http://www.dvla.gov.uk).

### Information on Products and Services

We may use the details You have provided to send You information about Our other products and services or to carry out research. We may contact You by letter, telephone or e-mail. Please be reassured that We won't make Your personal details available to any companies outside the Century Group of Companies to use for their own marketing purposes. If You would prefer not to receive information from Us or those companies who participate in research on Our behalf, simply write to the Data Protection Officer at. Century Underwriting Limited, 28 Baddow Road, Chelmsford, Essex, CM2 0DG

### Motor Insurance Database

Your policy details will be added to the Motor Insurance Database (MID), run by the Motor Insurers' Bureau (MIB). MID and the data stored on it may be used by certain statutory and/or authorised bodies including the Police, the DVLA, the DV/LNI, 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 the level and incidence of uninsured driving

If You are involved in an accident (in the UK or abroad), insurers and/or the MIB may search the MID to obtain relevant information.

Persons (including his or her appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.

It is vital that the MID holds Your correct registration number. If it is incorrectly shown on the MID You are at risk of having Your Vehicle seized by the Police. You can check that Your correct registration details are shown on the MID at [www.askmid.com](http://www.askmid.com)

### Fraud Prevention and Detection

In order to prevent and detect fraud We may at any time share information about You with other organisations and public bodies including the Police. We may check and/or file Your details with fraud prevention agencies and databases, and if You give Us false or inaccurate information and We suspect fraud, We will record this.

We and other organisations may also search these agencies and databases to:

- Help make decisions about the provision and administration of insurance, credit and related services for You and members of Your household;
- Trace debtors or beneficiaries, recover debt, prevent fraud and to manage Your accounts or insurance policies;
- Check Your identity to prevent money laundering, unless You furnish Us with other satisfactory proof of identity;

In addition We may undertake credit searches and conduct additional fraud searches.

### Claims History

Insurers pass information to the Claims and Underwriting Exchange Register, run by Insurance Database Services Ltd (IDS Ltd) and the Motor Insurance Anti-Fraud and Theft Register, run by the Association of British Insurers (ABI). The aim is to help Us to check information provided and also to prevent fraudulent claims. Under the conditions of Your Motor Policy You must tell Us about any Insurance related incidents (such as fire, water damage, theft or an accident) whether or not they give rise to a claim. When You tell Us about an incident We will pass information relating to it to these databases. We may search these databases when You apply for insurance, in the event of any incident or claim, or at time of renewal to validate Your claims history or that of any other person or property likely to be involved in the policy or claim.

### Other Insurers

Insurance is an international business and therefore We may need to pass information about You and this policy to other insurance companies with which We either reinsure Our business or who are dealing with a claim made under this policy. In addition, information may be passed to other insurance related organisations in common with industry practice. These companies may be located in countries outside the UK but within the European Economic Area ("EEA"). We may also share data with other

companies who may be located outside of the EEA should we be required by law or by result of a claim by or in relation to a non EEA national.

**Sensitive Data**

In order to assess the terms of the insurance contract or administer claims which arise, We will need to collect data which the Data Protection Act defines as sensitive such as medical history or criminal convictions. We will not use this data except for the specific purpose for which You provide it and to provide the services described in Your policy booklet.

On payment of a small fee You are entitled to receive a copy of the information We hold about You. If You have any questions, or You'd like to find out more about this notice You can write to the Data Protection Officer at Century Underwriting Limited, 28 Baddow Road, Chelmsford, Essex, CM2 0DG

All correspondence should be addressed to:

**Century Underwriting Ltd**, 28 Baddow Road, Chelmsford, Essex, CM2 0DG

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