

# Commercial Motor

Policy wording

## Welcome

Welcome to Intact Insurance Channel Islands.

Thank you for choosing us as your insurer.

Your Policy (including the Schedule, Endorsements, Clauses and Certificates) is evidence of a legal contract and the document should be kept in a safe place.

We are happy to provide duplicates if you mislay any part of your documentation.

Please read the Policy and Schedule carefully and if they do not meet your needs return them to us or your insurance intermediary.

## Law Applicable

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both parties may choose the law which applies to this contract, to the extent permitted by those laws. Unless the parties agree otherwise in writing, the Insurer has agreed with the Insured that the law which applies to this contract is the law which applies to the part of the United Kingdom in which the Insured is based, or, if based in the Channel Islands or the Isle of Man, the law of whichever of those two places in which the Insured is based.

The parties have agreed that any legal proceedings between them in connection with this contract will only take place in the courts of the part of the United Kingdom in which the Insured is based, or, if the Insured is based in either the Channel Islands or the Isle of Man, the courts of whichever of those two places in which the Insured is based.

Your right as an Insured to take legal action remains unaffected by the existence or use of any complaint procedure.

## **Statutory Status - Important Notice to Insureds**

### **Registered Insurer**

Intact Insurance Channel Islands Limited, registered in Guernsey (No. 10569), is licensed and regulated by the Guernsey Financial Services Commission and is also licensed and regulated by the Jersey Financial Services Commission.

### **Compulsory Insurance (Motor Third Party Liability ) outside of Guernsey**

In respect of any insurance under this policy, required to meet legislation enacted in Great Britain and Northern Ireland and the Isle of Man the registered insurer shall be:

Intact Insurance UK Limited (No. 00093792). Registered in England and Wales at 22 Bishopsgate, London, EC2N 4BQ. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register No. 202323). Intact Insurance UK Limited is part of Intact Financial Corporation.

### **Claims Helpline**

We recognise that losses mean disruption to your business and that the ultimate test of any insurance policy is providing a fast, effective claims service. Should you need to make a claim under your policy. Please contact your broker for advice in the first place.

Alternatively you can contact our Claims Team on 01481 707592 during business hours or by email [claimsci@intactinsurance.co.uk](mailto:claimsci@intactinsurance.co.uk).

Please quote your Policy Number which can be found on your Schedule.

## Claim Notification

Conditions that apply to this Policy in the event of a claim are set out in the Policy Conditions pages of this Policy. It is important that you comply with all Policy Conditions and you should familiarise yourself with their requirements.

Directions for claim notification are included in the Policy Conditions. Please remember that events that may give rise to a claim under this insurance must be notified as soon as reasonably possible although there are some situations where immediate notification is required.

The Policy Conditions require you to provide us with any reasonable assistance and evidence that we may require concerning the cause and value of any claim. Ideally, as part of your initial claim notification, you should provide:

- Your name, address, and your email and contact numbers
- Personal details necessary to confirm your identity
- Policy number
- The date of the incident
- The cause of the loss or damage
- Details of the loss or damage together with claim value if known or in respect of injury the nature and extent
- The crime reference number where applicable
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses.

This information will enable us to make an initial evaluation on policy liability and claim value. We may, however, request additional information depending upon circumstances and value which may include the following:

- Original purchase receipts, invoices, instruction booklets or photographs
- Purchase dates and location of lost or damaged property
- For damaged property, confirmation from a suitably qualified expert that the item you are claiming for is beyond repair.

Sometimes, we or someone acting on our behalf may wish to meet with you to discuss the circumstances of the claim, to inspect the damage or to undertake further investigations.

We take pride in the claims service we offer to our customers. Our philosophy is to repair or replace lost or damaged property, where we consider it appropriate, and we have developed a network of contractors, repairers and product suppliers dedicated to providing claim solutions.

Where we can offer repair or replacement through a preferred supplier but we agree to pay cash settlement, then payment will normally not exceed the amount we would have paid our preferred supplier.

# Commercial Vehicle Insurance Policy

## Your Policy

This Policy is a contract between you (also referred to as the Insured or your) and us (also referred to as the Insurer, we, our or Intact Insurance Channel Islands).

We would advise for clarity that although there may be more than one party detailed as Insured in the Schedule, in terms of the application of Sums Insured, Limits of indemnity or cover under the Policy, there is still only one Insured or one party or legal entity so there will only be two parties to the contract of insurance.

This Policy and any Schedule, Endorsements, Clauses and Certificates should be read as if they are one document.

Our acceptance of this risk is based on the information presented to us being a fair presentation of your business including any unusual or special circumstances which increase the risk and any particular concerns which have led you to seek insurance.

We would draw your attention to the Policy Conditions - Policy Voidable where in the event of deliberate or reckless misrepresentation and/or non-disclosure of any unusual or special circumstances which increase the risk, we may void the policy.

Our continued acceptance is based on any changes from the original information presented being advised and accepted by us.

We also draw your attention to the Policy Conditions - Alterations where a change in risk shall allow us to avoid a claim or impose additional terms or conditions.

Any reference to the singular will include the plural or vice versa.

Any reference to any statute or statutory instrument will include any modifications or re-enactment thereto.

This Policy may be cancelled:

- A By us giving 30 days notice, in writing, to you at your last known address
- B By you giving 30 days notice, in writing, to us at the address shown in the Schedule.

You will be entitled to a proportionate return of premium unless a claim has been made in the current Period of Insurance.



Sarah Beatty  
Managing Director, Intact Insurance Channel Islands

# Section 1 - Loss or Damage to the Motor Vehicle

## A COVER

### Comprehensive Cover

If the Motor Vehicle (or its accessories or spare parts on it) as defined in the Schedule is lost or damaged the Insurers will indemnify the Policyholder at their own option by repairing or replacing the Motor Vehicle or paying the amount of the loss or damage. The Insurers' liability in respect of the Motor Vehicle including accessories or spare parts but excluding any trailer attached to it shall not exceed whichever is the lesser of

- a the market value of the Motor Vehicle including its accessories and spare parts on it
- b £20,000 unless any higher amount is shown in the Schedule for that Motor Vehicle

### Cover for Fire and Theft only

If the Policy Cover is stated in the Schedule to be **'Third Party Fire and Theft'** the Insurers shall be liable under this Section only for loss or damage caused by fire lightning explosion theft attempted theft or the taking away of the Motor Vehicle without the consent of the Policyholder

## B EXTENSIONS

### Motor Trade

Whilst the Motor Vehicle is in the custody of a member of the motor trade for maintenance or repair the following shall be inoperative

- a Exception 1 overleaf
- b General Exception B1 a and c of Section 6
- c Endorsement 2 if applicable

### Recovery and Redelivery

Following loss or damage insured by this Policy the Insurers will pay the reasonable cost of

- a protection and removal of the Motor Vehicle (if disabled) to the nearest competent repairers
- b delivery after repair or after recovery of the Motor Vehicle to the Policyholder's address in the Channel Islands or such other place agreed by the Insurers

### Hiring or other Agreements

If the Insurers know that the Motor Vehicle is hired leased or loaned to the Policyholder under a hire purchase agreement vehicle leasing agreement or other agreement any payment shall be made to the owner whose receipt shall be a discharge of any claim under this Section

## C EXCEPTIONS

### Exceptions to Section 1

In respect of each and every occurrence the Insurers **shall not be liable** for

- 1 the first £100 of any claim for loss or damage to the Motor Vehicle except where the only loss or damage is to the windscreen or windows (see Exception 6) and, in addition, the amount stated below while the Motor Vehicle is being driven by or is in the charge of any person who
  - a is under 21 years of age £150
  - b
    - i is under 25 but not under 21 years of age or
    - ii holds a provisional licence to drive or has held a full licence to drive a vehicle of the same class as the Motor Vehicle for less than 12 months or
    - iii does not hold a licence to drive but is driving in circumstances where a licence is not required by law £100

This Exception shall not apply to loss or damage resulting from fire lightning explosion theft or attempted theft or the taking away of the Motor Vehicle without the consent of the Policyholder

- 2
  - a diminution in value following repair
  - b loss of use depreciation wear and tear mechanical or electrical breakdown
- 3 damage to tyres by application of brakes or by punctures cuts or bursts
- 4 loss or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds
- 5 loss of the Motor Vehicle resulting from deception by a purported purchaser or his agent
- 6 the first £50 in respect of loss or damage to the windscreen or windows where this is the only damage to the Motor Vehicle other than scratching of bodywork resulting from the breakage of glass
- 7 loss or damage to the Motor Vehicle when left unattended or unoccupied when it has not been locked, with the windows closed and the ignition key removed

## Section 2 - Liability to Third Parties

### A COVER

#### Sub-Section 1 - Indemnity to Policy Holder

The Insurers will indemnify the Policyholder in respect of legal liability incurred for damages and claimant's costs and expenses in respect of accidental

- a death of or bodily injury to any person (including passengers)
  - b loss of or damage to material property up to a limit of £1,000,000 any one claim or number of claims arising out of one cause
  - c stoppage of or interference with pedestrian vehicular rail air or waterborne traffic or escape or discharge of any substance or gas up to a limit of £1,000,000 any one claim or number of claims arising out of one cause
- in connection with the use of the Motor Vehicle (including loading and unloading)

The Insurers will in addition pay in respect of any event which may be the subject of indemnity under this Sub-Section

- i advocates' and/or solicitors' fees for representation at any coroner's inquest or fatal inquiry or court of summary jurisdiction
- ii the costs and expenses incurred with their written consent
- iii the costs of defence against a charge of manslaughter or causing death by reckless or dangerous driving

#### Sub-Section 2 - Indemnity to Other Persons

The Insurers will also indemnify in the terms of Sub-Section 1

- a any person permitted to drive the Motor Vehicle under the terms of the Certificate of Motor Insurance
- b any passenger in the Motor Vehicle other than the driver
- c
  - i any principal with whom the Policyholder has an agreement
  - ii any hirer of the Motor Vehicle other than under a hire purchase agreement provided that the Insurers shall not be liable in respect of liability arising from the act default or neglect of the principal/hirer his servant or agent
- d the legal personal representatives of any person entitled to indemnity under this Section in respect of liability incurred by that person

#### Sub-Section 3 - European Union Cover

The Insurers will provide indemnity in the terms of this Policy while the Motor Vehicle is in any country which is a member of the European Union and any other country in respect of which the Commission of the European Union is satisfied that arrangements have been made to meet the requirements of Article 7(2) of the EEC Directive on insurance of civil liabilities arising from the use of motor vehicles No. 72/166/CEE but only to the extent that any road traffic legislation requires insurance or security in the country concerned including costs and expenses incurred with the Insurers' consent

#### Sub-Section 4 - Contingency Cover for Employees' Vehicles

The Insurers will indemnify the Policyholder and no other person in the terms of Sub-Section 1 while any motor vehicle not the property of or provided by the Policyholder's business by any person in the Policyholder's employ but the Insurers shall not be liable

- a if there is any other insurance covering the same liability
- b for loss or damage to such motor vehicle

## B EXCEPTIONS

### Towing

This Policy shall operate while the Motor Vehicle is being used for the purpose of towing

- 1 one disabled mechanically-propelled vehicle
- 2 any trailer providing that the Motor Vehicle towing the trailer is a goods carrying vehicle and has a gross vehicle weight not exceeding 3.5 tons

Provided always that

- a the vehicle is not towed for reward
- b the Insurers shall not be liable by reason of this paragraph
  - i in respect of damage to the towed vehicle or trailer or property being conveyed by such vehicle or trailer
  - ii if the Motor Vehicle to which any trailer is attached is drawing a greater number of trailers than is permitted by law

## C EXCEPTIONS

### Exceptions to Section 2

The Insurers **shall not be liable**

- a for liability arising from the loading or unloading beyond the limits of any carriageway or thoroughfare by any person other than the driver or attendant of the Motor Vehicle
- b for death or bodily injury arising out of and in the course of the injured person's employment by the person claiming indemnity under this Section except as is required by any road traffic legislation
- c to indemnify any person driving unless that person holds a licence to drive the Motor Vehicle or has held and is not disqualified for holding or obtaining such a licence
- d to indemnify any person not driving but claiming indemnity if to his knowledge the person driving does not hold a licence to drive the Motor Vehicle unless he has held and is not disqualified for holding or obtaining such a licence
- e to indemnify any person other than the Policyholder if that person is entitled to indemnity under any other policy
- f for loss of or damage to property owned by or in the custody or control of
  - i the Policyholder or any person claiming indemnity or
  - ii any person in the service of the Policyholder or any person claiming indemnity where the property is in the custody or control of that person by virtue of that service
- g for loss of or damage to property being conveyed by the Motor Vehicle
- h any legal liability except as required by any road traffic legislation which arises from the use of a vehicle while it is on any part of any commercial or military airport or airfield used for
  - i the take-off landing or movement of aircraft on the ground
  - ii aircraft parking including any associated service roads refuelling areas ground equipment parking areas aprons maintenance areas and hangars

but exceptions c and d shall not apply when a licence is not required by law

### Right of Recovery

The Policyholder shall repay to the Insurers all sums paid by them under this Section because of the requirements of any law if the Insurers would not have been liable for those payments by the terms of this Policy

### Application of Limits of Liability

In the event of any accident involving indemnity to more than one party any limitation in this Policy of the amount of that indemnity shall apply to the aggregate amount and such indemnity shall apply in priority to the Policyholder

## Section 3 - Trailers

### A COVER

A trailer shall be insured in the terms of this Policy as though it were a Motor Vehicle if either

- a it is specified in the Schedule
  - or
- b it is not specified but
  - i it is attached to
    - or
  - ii it has been attached to and whilst away from the Policyholder's premises is temporarily detached from (but remains in the vicinity of) a Motor Vehicle for which the Schedule shows that unspecified trailers are covered

### B CONDITIONS

Provided that

- 1 while any such trailer is attached to a towing vehicle or power unit they shall together be regarded as one vehicle
- 2 any plant permanently attached to a trailer shall be regarded as part of that trailer
- 3 the Insurers' liability under Section 1 of this Policy - Loss or Damage to the Motor Vehicle - in respect of any trailer shall not exceed the amount shown in the Schedule

### C EXCEPTIONS

The Insurers **shall not be liable**

- 1 under paragraph b for trailers with plant permanently attached while the trailer is detached from the towing vehicle
- 2 if the Motor Vehicle to which an insured trailer is attached is drawing a greater number of trailers than is permitted by law
- 3 except so far as is necessary to meet the requirements of road traffic legislation in connection with the operation as a tool of any trailer insured by this Policy unless the trailer is one specified in the Schedule

## Section 4 - Other Clauses

### Rallies Competitions and Trials

While any Motor Vehicle insured by this Policy is used in a Competition or Rally or Trial the insurance shall be restricted to those liabilities for which insurance is compulsory by road traffic legislation

This limitation shall not apply in respect of any event organised for the purpose of encouraging road safety in which the route shall not exceed 100 miles and no merit is attached to a competitor's performance on the public highway except in relation to good road behaviour and compliance with the Highway Code If such event includes driving tests the driving area shall not exceed 100 square yards and no test shall be timed

### Emergency Treatment

The Insurers will indemnify any person using the Motor Vehicle in respect of liability under road traffic legislation to pay for emergency treatment fees

### No Claim Discount

If no incident resulting in a claim under this policy has occurred during the following periods of insurance the next renewal premium will be reduced by the discount shown in the following scale

One year	10%
Two consecutive years	20%
Three consecutive years	30%
Four consecutive years	40%
Five consecutive years	50%

A claim arising from a single incident which occurs after a 50% discount has been earned will reduce the discount at renewal to 30% and a 40% discount will in the same circumstances be reduced to 20% and a 30% discount will be reduced to 10%

Payments for the following will not affect the discount

- a payment for emergency treatment
- b payment under Section 1 in respect of breakage of the windscreen and/or windows where this is the only damage to the Motor Vehicle other than scratching of the bodywork resulting from the glass breakage
- c payment under Sub-Section 4 of Section 2

If this Policy applies to more than one Motor Vehicle the No Claim Discount shall apply as if a separate policy had been issued in respect of each Motor Vehicle

### Cross Liabilities

If the Policyholder comprises more than one party (which in the case of a partnership includes each individual partner) the Insurers will indemnify each in the terms of this Policy against liability incurred to the other as if such other was not included as a Policyholder

## Section 5 - Conditions

### Condition 1 - Compliance with Policy Terms

The liability of the Insurers will be conditional on the Policyholder complying and as appropriate any other person entitled to indemnity complying as though he were the Policyholder with the terms of this Policy

### Condition 2 - Reasonable Precautions

The Policyholder shall take and cause to be taken all reasonable precautions to prevent injury loss or damage and shall maintain the Motor Vehicle in a roadworthy condition The Insurers shall have free access to examine the Motor Vehicle at all reasonable times

### Condition 3 - Claims Procedure and Requirements

- a The Policyholder must report all accidents claims and civil or criminal proceedings to the Insurers in writing as soon as possible
- b Every letter claim writ or other document relating to any accident claim or civil proceedings must be sent to the Insurers immediately and unacknowledged
- c No admission of liability or promise of payment may be made without the Insurers' written consent
- d The Policyholder will give all information and assistance as required

### Condition 4 - Insurers' Rights

- a The Insurers are entitled to take over and conduct the defence or settlement of any claim at their discretion
- b The Insurers may at any time pay the limit of liability referred to in Sub-Section 1 of Section 2 after deduction of any sum or sums already paid or any less amount for which any claim or claims can be settled and shall then relinquish the conduct and control thereof and be under no further liability in respect thereof except for the payment of costs and expenses incurred prior to the date of such payment

### Condition 5 - Non-Contribution

If the damage or liability which is the subject of a claim under this Policy is or would but for the existence of this Policy be insured under any other insurance the Insurers shall not be liable under this Policy except to the extent of any excess beyond the amount payable under such other insurance had this Policy not been effected

### Condition 6 - Cancellation

This Policy may be cancelled

- a by the Insurers sending fourteen days notice by letter to the last known address of the Policyholder (and in the case of Northern Ireland to the Department of the Environment for Northern Ireland). The Policyholder shall be entitled to a pro rata return of premium
- b by the Policyholder who should contact the Insurers in which case the Policyholder may be entitled to refund of premium provided that no claim has been made during the current Period of Insurance

### Condition 7 - Cancellation of Monthly Premiums

If this Policy is issued or renewed on the basis of monthly premiums the liability of the Insurers will cease in the event of non-payment of any monthly premium on its due date but before the cancellation takes effect the Insurers will send seven days notice by letter to the last known address of the Policyholder

## Section 6 - General Exceptions

### Exception A - Change of Vehicle

If the Description of Vehicles in the Certificate of Motor Insurance refers to 'Any Goods Carrying Vehicle' or other specified class of vehicle the property of the Policyholder or hired to him under a hire purchase agreement the Insurers shall not be liable in respect of any vehicle except where particulars are already in their possession unless details are notified to the Insurers within seven days of the date of acquisition and are accepted by them

Until the Insurers are notified of the acquisition of such vehicle the Policy Cover operative for that Vehicle shall be the widest form described in the Schedule

### Exception B - Use and Driving

The Insurers **shall not be liable** in respect of

- 1 death injury loss or damage occurring or liability arising while the Motor Vehicle is being
  - a used with the consent of the Policyholder or his representative otherwise than in accordance with the limitations as to use in the Certificate of Motor Insurance
  - b driven by the Policyholder unless he holds a licence to drive the vehicle or has held and is not disqualified for holding or obtaining such a licence
  - c driven with the consent of the Policyholder or his representative by any person
    - i who is not specified in the Certificate of Motor Insurance
    - ii who the Policyholder or his representative knows does not hold a licence to drive the vehicle unless he has held and is not disqualified for holding or obtaining such a licence

but Exceptions b and c shall not apply when a licence is not required by law

### Contractual Liability

- 2 any liability which attaches because of an agreement but which would not have attached in the absence of that agreement

### Radioactive Contamination

- 3 a loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
  - b any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
    - i ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
    - ii the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

### War and Terrorism

- 4 any consequence of war Terrorism invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power except so far as is necessary to meet the requirements of road traffic legislation

Terrorism shall mean an act of any person acting on behalf of or in connection with any individual or organisation which carries out activities directed towards the overthrowing or influencing by force or violence of HM's government in the United Kingdom or any government de jure or de facto

### **Riot and Civil Commotion**

- 5 any consequence of riot or civil commotion occurring elsewhere than in the Channel Islands, Great Britain or the Isle of Man (this Exception does not apply to Section 2 - Liability to Third Parties)

### **Third Party Only - Drink/Drugs**

The Insurers shall not be liable under this Policy except under Section 2 - Liability to Third Parties while the Motor Vehicle is being driven by or is for the purpose of being driven in the charge of any person if the person is involved in an incident involving loss or damage to the Motor Vehicle and is subsequently convicted of any of the following offences:

- a Driving or attempting to drive under the influence of drink or drugs
- b Having excess alcohol in the blood or urine
- c Refusing to supply a specimen of breath and or blood and or urine

### **Financial sanctions**

We shall not provide any cover or be liable to provide any indemnity, payment or other benefit under this policy to the extent that the provision of such cover, indemnity, payment or other benefit would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States or other country of policy issue. If any such resolution, sanction, law or regulation takes effect during the period of insurance we may cancel this policy immediately by giving you written notice at your last known address

## Section 7 - Endorsements

THESE ENDORSEMENTS ARE OPERATIVE ONLY IF THE NUMBER SET AGAINST THEM APPEARS IN THE SCHEDULE AND EACH IS SUBJECT OTHERWISE TO THE TERMS EXCEPTIONS AND CONDITIONS OF THIS POLICY

### Endorsement 1 - Own Damage Excess

In respect of each and every occurrence the Insurers shall not be liable for the first amount shown in the Schedule of any claim under Section 1 - Loss or damage to the Motor Vehicle This amount shall be in addition to any other amount for which the Insurers are not liable by reason of Exception 1 to Section 1 provided that

- a if the name of any person or description of any class of persons is shown against this amount this Endorsement shall apply only while the Motor Vehicle is being driven by or is for the purpose of being driven in the charge of one of those persons
- b this Endorsement shall not apply in respect of loss of or damage to the Motor Vehicle caused by fire lightning explosion theft or attempted theft

### Endorsement 2 - Exclusion of Damage Cover for Unnamed Drivers Under 25

The Insurers shall be under no liability under Section 1 - Loss or damage to the Motor Vehicle - while the Motor Vehicle is being driven by or is for the purpose of being driven in the charge of any person under 25 years of age other than person(s) specified in the Schedule except for loss or damage caused by fire lightning explosion theft or attempted theft

### Endorsement 3 - Vehicle not Garaged Overnight

The Insurers shall not be liable under Section 1 - Loss or Damage to the Motor Vehicle - for loss or damage to the Motor Vehicle not garaged overnight caused by

- a malicious act
- b theft or any attempted theft or the Motor Vehicle being taken away without the consent of the Policyholder
- c frost

### Endorsement 4 - Third Party Working Risk

Except as required by road traffic legislation the Insurers shall not be liable under Section 2 - Liability to Third Parties - in respect of liability arising out of

- a subsidence flooding or water pollution
- b vibration or the removal or weakening of support of any property land or building
- c the explosion of any vessel under pressure being part of plant attached to or forming part of the Motor Vehicles
- d damage to pipes or cables

while the Motor Vehicle or attached plant is being operated as a tool

### Endorsement 5 - Excluding Third Party Working Risk

Except as is required by road traffic legislation the Insurers shall not be liable under Section 2 - Liability to Third Parties - in respect of liability arising out of the operation as a tool of the Motor Vehicle or attached plant

### Endorsement 6 - Indemnity to Hirer - including negligence of Hirer

Notwithstanding any restriction contained in paragraph c of Sub-Section 2 of Section 2 - Liability to Third Parties - the Insurers will indemnify the Hirer of the Motor Vehicle in respect of any loss damage or liability covered by this Policy arising while such vehicle is let on hire other than under a hire purchase agreement provided that he is not entitled to indemnity under any other policy

## **Endorsement 7 - Cancelling No Claim Discount**

The No Claim Discount Clause in Section 4 - Other Clauses - of this Policy is cancelled

## **Endorsement 8 - Foreign Use Extension**

Subject to the payment of any additional premium required by the Insurers the insurance provided by this Policy is extended as specified in a Foreign Use Extension (meaning an endorsement and/or Green Card International Motor Insurance Card) issued by the Insurers for the period stated and to include recognised sea passages between any of the countries specified by the Insurers

The Insurers will indemnify the Policyholder against liability incurred for the enforced payments of customs duty on the Motor Vehicle following its temporary importation into any specified country provided such liability directly results from loss or damage for which indemnity is provided under the Policy

## Customer Service

At Intact Insurance **we** have a real commitment to customer care. **We** have built a reputation as an Insurer that puts **our** customers first. **You** can help **us** to maintain this position by letting **us** know if **you** consider that **our** service has been unsatisfactory. **We** aim to give **our** customers a high standard of service at all times.

### Complaints Procedure

#### Step 1

If **you** are unhappy with **our** service for any reason, **you** should write or email initially to the Complaints Officer of Intact Insurance at the address shown on **your** Schedule who will ensure that the matter receives attention.

#### Step 2

If matters are not resolved to **your** satisfaction, **you** are invited to write to:

Post: The Managing Director,  
Intact Insurance Channel Islands Limited,  
PO Box 160,  
No.1, The Plaza,  
Elizabeth Avenue,  
Guernsey  
GY1 4EY

Email: [complaintsci@intactinsurance.co.uk](mailto:complaintsci@intactinsurance.co.uk)

#### Step 3

If **you** are not satisfied with **our** final response to **your** complaint, **you** may be eligible to refer **your** case to one of the Financial Ombudsmen shown below:

##### 1 Channel Islands

Post: Channel Islands Financial  
Ombudsman (CIFO),  
PO Box 114,  
Jersey  
JE4 9QG

Telephone: (Guernsey): 01481 722218  
(Jersey): 01534 669800

Email: [enquiries@ci-fo.org](mailto:enquiries@ci-fo.org)

##### 2 United Kingdom or in respect of Compulsory UK insurance **you** may be eligible to refer **your** case to the UK Financial Ombudsman,

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

Telephone: 0800 0234 567 (for landline users)  
0300 1239 123 (for mobile users)

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)

##### 3 Isle of Man **you** may be eligible to refer **your** case to

Post: The Financial Services Ombudsman Scheme,  
Isle of Man Office of Fair Trading,  
Thie Slieau Whallian,  
Foxdale Road, St John's,  
Isle of Man  
IM4 3AS  
British Isles

Telephone: 44 (0)1624 686500

Email: [ombudsman@iomoft.gov.im](mailto:ombudsman@iomoft.gov.im)

**You** have six months from the date of **our** final response to refer **your** complaint to the Financial Ombudsman Service.

This does not affect **your** right to take legal action; however, the Financial Ombudsman Service will not adjudicate on any case where litigation has commenced

# Privacy Notice

Your privacy is important to us and we are committed to keeping it protected. We have created this Customer Privacy Notice which will explain how we use the information we collect about you and how you can exercise your data protection rights. This Privacy Notice will help you understand the following:

## Who are we?

We are Intact Insurance Channel Islands Limited, part of Intact Financial Corporation. We provide commercial and consumer insurance products and services.

## Why do we collect and use your personal information?

As an insurer, we need your personal information to understand the level of insurance cover you require. We'll use this information (e.g. your name, address, telephone number and email address) to communicate with you and if you have agreed.

We need to use your information to create a quote for you, allowing you to buy insurance products from us. When buying a product from us, you'll also need to provide us with details about the items you wish to be covered by the insurance.

We may need to check your information with external companies/organisations (e.g. the DVLA, the Motor Insurance Database, credit reference agencies and criminal conviction checks.) When buying certain products, sometimes we will ask for special categories of personal data (e.g. driving offences for motor insurance, medical records in case of injury).

Once you become a customer, we'll need to take your payment details to set up your cover. This could be direct debit, credit or debit card information.

If you need to claim against your insurance policy, we will need to collect information about the incident and this may be shared with other selected companies to help process the claim. If other people are involved in the incident, we may also need to collect additional information about them which can include special categories of personal data (e.g. injury and health data).

In submitting an application, we may be provided with equivalent or substantially similar information relating to other proposed beneficiaries under the policy. You agree that you will bring this Privacy Notice to the attention of each beneficiary at the earliest possible opportunity.

Data protection laws require us to meet certain conditions before we are allowed to use your personal information in the manner described in this Privacy Notice. To use your personal information, we will rely on one or more of the following grounds:

**Performance of contract:** We need to use your personal information in order to provide you with the policy (which is a contract of insurance between you and us), and perform our obligations under it (such as making payments to you in respect of a claim made under the policy).

**Consent:** In certain circumstances, we may need your consent unless authorised by law in order to use personal information about you which is classed as "special categories of personal data".

**Necessity to establish, exercise or defend legal claim:** If you, or we, bring a legal claim (e.g. a court action) against the other, we may use your information in either establishing our position, or defending ourselves in relation to that legal claim.

**Compliance with a legal obligation:** Where laws or regulations may require us to use your personal information in certain ways.

**Legitimate Interests:** We will also process your personal information where this processing is in our "legitimate interests". When relying on this condition, we are required to carry out a balancing test of our interests in using your personal information (for example, carrying out analytical research), against the interests you have as a citizen and the rights you have under data protection laws. The outcome of this balancing test will determine whether we can use your personal information in the ways described in this Privacy Notice. We will always act reasonably and give full and proper consideration to your interests in carrying out this balancing test.

## Where else do we collect information about you?

We will receive details about you from other people or companies. For example:

Given to us by someone who applied for an insurance product on your behalf (e.g. an insurance broker) where you have given them the permission to do so; or

Lawfully collected from other sources (e.g. Motor Insurance Database, Claims and Underwriting Exchange or fraud prevention databases) to validate the information you have provided to us.

We request those third parties to comply with data protection laws and to be transparent about any such disclosures.

If you would like some further information, please contact us.

## Will we share your personal information with anyone else?

We do not disclose your information outside of the Intact Group except:

Where we need to check the information provided to us before we can offer you an insurance product (e.g. reference agencies);

Where we are required or permitted to do so by law or relevant regulatory authority (e.g. financial crime screening, fraud detection/ prevention);

Where we provide insurance services in partnership with other companies;

In the event that we are bought or we sell any business or assets, in which case we will disclose your personal information to the prospective buyer of such business or assets;

As required to enforce or apply this Privacy Notice, or the contract of insurance itself; Within our group for administrative purposes;

As required in order to give effect to contractual arrangements we have in place with any insurance broker and/or intermediary through which you have arranged this policy;

With healthcare providers in the context of any relevant claim being made against your policy;

If we appoint a third party to process and settle claims under the policy on our behalf, in which case we will make your personal information available to them for the purposes of processing and settling such claims

With our third party service providers (including hosting/storage providers, research agencies, technology suppliers etc.); With our reinsurers (and brokers of reinsurers) in connection with the normal operation of our business;

Sometimes your personal information may be sent to other parties outside of the European Economic Area (EEA) in connection with the purposes set out above. We will take all reasonable steps to ensure that your personal information is treated securely and in accordance with this Privacy Notice, and in doing so may rely on certain "transfer mechanisms" such as the EU-US Privacy Shield, and the standard contractual clauses approved by the European Commission. If you would like further information please contact us.

## Which decisions made about you will be automated?

Before we can offer you an insurance product or service, we may need to conduct the following activities, which involve automated (computer based) decision-making:

**Pricing and Underwriting** - this process calculates the insurance risks based on the information that you have supplied. This will be used to calculate the premium you will have to pay.

**Credit Referencing** - using the information given, calculations are performed to evaluate your credit rating. This rating will help us to evaluate your ability to pay for the quoted products and services.

The results of these automated decision-making processes may limit the products and services we can offer you. If you do not agree with the result, you have the right to request that we perform a manual reassessment using the same information that you originally provided.

## For how long will we keep your information?

Your personal information will be retained under one or more of the following criteria:

Where the personal information is used to provide you with the correct insurance cover, which will be kept as long as it is required to fulfil the conditions of the insurance contract.

Where the use of your personal information for a specific purpose is based on your consent, it will be kept for as long as we continue to have your consent.

Where, for a limited period of time, we are using some of your information to improve the products or services we provide. For as long as your information is required to allow us to conduct fraud and/or criminal checks and investigations.

## Your information is incorrect what should you do?

If you hold a product or service with us and think that the information we hold about you is incorrect or incomplete, please contact us and we will be happy to update it for you.

## What are your rights over the information that is held by Intact Insurance Channel Islands?

We understand that your personal information is important to you, therefore you may request the following from us to:

1. Provide you with details about the personal information we hold about you, as well as a copy of the information itself in a commonly used format. [Request Ref: DSR 1]
2. Request your personal information be deleted where you believe it is no longer required. Please note however, we may not be able to comply with this request in full where, for example, you are still insured with us and the information is required to fulfil the conditions of the insurance contract. [Request Ref: DSR 2]
3. Request the electronic version of the personal information you have supplied to us, so it can be provided to another company. We would provide the information in a commonly used electronic format. [Request Ref: DSR 3]
4. Request to restrict the use of your information by us, under the following circumstances [Request Ref: DSR 4]:
  - a. If you believe that the information we hold about you is inaccurate, or;
  - b. If you believe that our processing activities are unlawful and you do not want your information to be deleted.
  - c. Where we no longer need to use your information for the purposes set out in this Privacy Notice, but it is required for the establishment, exercise or defence of a legal claim.
  - d. Where you have made an objection to us (in accordance with section 5 below), pending the outcome of any assessment we make regarding your objection.
5. Object to the processing of your data under the following circumstances [Request Ref: DSR 5]:
  - a. Where we believe it is in the public interest to use your information in a particular way, but you disagree.
  - b. Where we have told you we are using your data for our legitimate business interests and you believe we shouldn't be (e.g. you were in the background of a promotional video but you did not agree to be in it.)

In each case under section 5 above, we will stop using your information unless we can reasonably demonstrate legitimate grounds for continuing to use it in the manner you are objecting to.

If you would like to request any of the above, please contact us and submit a written request, including the request reference (e.g. DSR 1), as this will speed up your request. To ensure that we do not disclose your personal information to someone who is not entitled to it, when you are making the request we may ask you to provide us with:

- Your name;
- Address(es);
- Date of birth;
- Any policy IDs or reference numbers that you have along with a copy of your photo identification.

All requests are free of charge, although for requests for the provision of personal information we hold about you (DSR1) we reserve the right to charge a reasonable administrative fee where, we believe an excessive number of requests are being made. Wherever possible, we will respond within one month from receipt of the request, but if we don't, we will notify you of anticipated timelines ahead of the one month deadline.

Please note that simply submitting a request doesn't necessarily mean we will be able to fulfil it in full on every occasion - we are sometimes bound by law which can prevent us fulfilling some requests in their entirety, but when this is the case we will explain this to you in our response.

## Our Privacy Notice

If you have any queries regarding our Privacy Notice please contact us and we will be happy to discuss any query with you. Our Privacy Notice will be updated from time to time so please check it each time you submit personal information to us or renew your insurance policy.

### How you can contact us about this Privacy Notice

If you have any questions or comments about this Privacy Notice please contact:

The Data Protection Officer  
Intact Insurance Channel Islands  
PO Box 160,  
No.1 The Plaza,  
Elizabeth Avenue,  
Guernsey  
GY1 4EY.

You may also email us at:

Email: [complaintsci@intactinsurance.co.uk](mailto:complaintsci@intactinsurance.co.uk)

### How you can lodge a complaint

If you wish to raise a complaint on how we have handled your personal information, please send an email to [complaintsci@intactinsurance.co.uk](mailto:complaintsci@intactinsurance.co.uk) or write to us using the address provided. Our Data Protection Officer will investigate your complaint and will give you additional information about how it will be handled. We aim to respond in a reasonable time, normally 30 days.

If you are not satisfied with our response or believe we are not processing your personal information in compliance with Guernsey Data Protection laws, you may lodge a complaint to the office of the Data Protection Commissioner, whose contact details are;

Office of the Data Protection Authority  
Block A  
Lefebvre Court  
Lefebvre Street  
St Peter Port  
GY1 2JP  
Telephone: 01481 742074  
Email: [enquiries@odpa.gg](mailto:enquiries@odpa.gg)

## Compulsory Insurance (Employers' Liability) in Great Britain and Northern Ireland

The following only applies in respect of any insurance under this policy, required to meet legislation enacted in Great Britain and Northern Ireland.

### Employers Liability Tracing Office

Certain information relating to your insurance policy including, without limitation, the policy number(s), employers' names and addresses (including subsidiaries and any relevant changes of name), coverage dates, employer's reference numbers provided by His Majesty's Revenue and Customs and Companies House Reference Numbers (if relevant), will be provided to the Employers' Liability Tracing Office (the 'ELTO') and added to an electronic database (the 'Database').

This information will be made available in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure By Insurers Instrument 2010. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.

The Database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers.

### Financial Services Compensation Scheme- UK only

Intact Insurance UK Limited is a member of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. You may be entitled to compensation if we cannot meet our obligations, depending of the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS.

[www.intactinsuranceci.com](http://www.intactinsuranceci.com)

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