

# Private 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 (Employers' Liability & 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.

# Private Motor 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

## Tell us if...

### You change cars

If you change your car please notify your broker or usual Insurance Adviser and we'll advise of any change of premium and send an updated policy schedule. We'll need to know the value, make/model, registration number and cubic capacity of your new car, and if you've registered the car in another name.

Please remember it is a policy condition that any change of car should be notified to us otherwise your new car will not be covered.

### You want to change drivers

Your policy shows who you have named to drive your car. If you wish to change any of the names, please contact your broker or usual Insurance Adviser straight away to enable us to make the necessary changes.

### You change address

Please contact your broker or usual Insurance Adviser with full details of your new address including the full postcode as soon as you know them. We also need to know whether your car will be garaged or not at your new address (if not where will you keep it) and the date of your move. We will then be able to advise any change in premium and update your policy.

### Your health changes

Please contact your broker or usual Insurance Adviser if any driver's health changes. If health circumstances change it is a condition of the policy that we are notified.

### Other changes in circumstances

As a condition of the policy we should be notified of any changes. Examples would be if you or any other named driver have been convicted of a motoring offence; a change in use of your car, e.g. business use; or any modification to the car itself that may affect its performance. This is not an exhaustive list and should you be in any doubt please contact your broker or usual Insurance Adviser.

## Other useful points...

### Driving other peoples cars

Your policy entitles you as Policyholder to drive other cars but the cover is restricted to liability to third parties and does not provide cover for damage to the car itself.

While this limited form of cover can be very useful in an emergency, if you are proposing to drive someone else's car regularly then you should be named on their insurance policy.

### If you are using your car for towing

Your policy provides cover for any legal liabilities which arise while towing, but it doesn't provide any cover for damage to the items being towed. Therefore you will need to arrange separate cover for your trailer, boat or caravan if you require damage cover. If you are taking your trailer, boat or caravan abroad please let your broker or usual Insurance Adviser know so that it can be included in your Green Card.

### How does no claim discount work

You earn No Claim discount for each year of claim free driving, increasing annually up to a maximum of 4 years, which, with Intact Insurance, gives a 60% discount from your base premium. A single at-fault claim (or not at-fault claim if you are unable to recover your uninsured losses) reduces your 60% no claim discount to 40% and 2 such claims will reduce your discount to nil.

However, if you have chosen to take No Claim discount protection cover then your hard earned 60% discount will not be affected unless you have more than 2 claims in 5 years. Windscreen breakage claims do not count.

### Have you thought about extra help?

As a further service to our customers we have arranged through The FirstAssist Group, a service which will make all reasonable efforts on your behalf to recover uninsured expenses if you are not to blame for the motor accident. The legal costs involved in pursuing such a claim are covered up to £25,000.

With Extrahelp, you also have immediate and confidential access by phone to a team of local legal consultants who will give you advice and guidance on any private legal matter.

This valuable service is available for a few extra pence per month. If you have not already taken advantage of this option and now wish to do so, please contact your broker or usual Insurance Adviser.

## Definitions

Any word defined below will carry the same meaning wherever it is shown in Your Policy in bold print.

**DEFINITIONS** are listed in alphabetical order.

### **APPOINTED REPRESENTATIVE**

The advocate or other appropriately qualified person or firm appointed to act for a **Permitted User**

### **AUDIO-VISUAL AND COMMUNICATION EQUIPMENT**

Permanently fitted in-car:

- a radio, cassette, compact disc or other audio equipment
- b telephone or other communication equipment
- c television or other visual entertainment equipment
- d visual navigation equipment

### **BRITISH ISLES**

- a the Channel Islands
- b Great Britain
- c Northern Ireland
- d the Isle of Man
- e transit by water, rail or air within or between any of these territories, provided this transit is by a commercial carrier

### **FIRSTASSIST**

FirstAssist Group Ltd, Marshall's Court, Marshall's Road, Sutton, Surrey SMI 4DU

### **CAUSE OF ACTION**

The occurrence of an event during the **Period of Insurance** within the **Territorial Limits** and which causes:

- a accidental loss of or accidental damage to the **Motor Car** or an attached **Trailer**
- b accidental loss of or accidental damage to any personal property while it is in or on the **Motor Car** or an attached **Trailer** and:
  - (i) which belongs to a **Permitted User** or
  - (ii) for which a **Permitted User** is legally responsible
- c accidental bodily injury to a **Permitted User** while:
  - (i) in the **Motor Car** or
  - (ii) getting into or out of the **Motor Car**

Where there is a series or continuance of events, the relevant date of the **Cause of Action** will be that of the first event

### **CERTIFICATE OF INSURANCE**

The document which provides evidence that an insurance contract is in force which satisfies the requirements of the **Road Traffic Acts**

### **MORE INFORMATION**

**Your Certificate of Insurance:**

- a has the same number as **Your Policy**
- b shows the registration number of the **Motor Car**
- c shows who may drive the **Motor Car**
- d shows the uses to which the **Motor Car** can be put
- e shows the uses to which the **Motor Car** cannot be put

## **COURT OF SUMMARY JURISDICTION**

A Magistrates Court or a court of equivalent jurisdiction in the **Territorial Limits**

## **CURRENT LIST PRICE**

The cost (including registration and delivery) of replacing the **Motor Car** with a new car of the same make and model as advertised by the manufacturer

## **DEFINED ORGANISATION**

- a A motor garage or other similar motor trade business not belonging to **You** which has custody of the **Motor Car** for any of the following purposes:
  - (i) maintenance/valeting
  - (ii) repair
  - (iii) testing
  - (iv) servicing
- b a hotel or restaurant or similar establishment not belonging to **You** which has custody of the **Motor Car** solely for the purpose of parking

## **EMERGENCY TREATMENT FEES**

Payment for charges prescribed by the **Road Traffic Acts** for emergency medical assistance following a road traffic accident involving a car which **We** cover

## **ENDORSEMENT**

An amendment to **Your Policy**

## **EXCESS**

The amounts shown in this policy book and **Your Schedule** which **You** pay for any one incident resulting in a claim

## **GENERAL AVERAGE CONTRIBUTION, SALVAGE AND SUE AND LABOUR CHARGES**

Costs (in relation to the value of the **Motor Car**) incurred under Maritime Law

## **LEGAL EXPENSES**

- a Legal fees and
- b other expenses

reasonably and properly incurred by a **Permitted User** in connection with **Legal Proceedings**

including:

- (i) payments made by the **Appointed Representative** on the **Permitted User's** behalf
- (ii) costs which the **Permitted User** is required to pay by the order of a court, tribunal, arbitrator or by agreement with Extrahelp

## **LEGAL PROCEEDINGS**

- a Civil
- b tribunal and
- c arbitration

proceedings and any resulting appeals issued within the **Territorial Limits** arising out of a **Cause of Action**

## **LICENCE HOLDER**

A person who:

- a holds a licence to drive a car or
- b has previously held a licence to drive a car and is not presently disqualified from obtaining another licence

## MARKET VALUE

The cost of replacing the **Motor Car** with a car of the same make, model and similar pre-loss or damage condition, specification, mileage and age

## MEDICAL EXPENSES

Costs for medical treatment which are reasonably incurred by a **Permitted User** following accidental bodily injury sustained in direct connection with the **Motor Car** while:

- a in the **Motor Car** or
- b getting into or out of the **Motor Car**

## MOTOR CAR

The vehicle shown:

- a against Description of Vehicles in **Your Certificate of Insurance** and/or
- b in **Your Schedule**

and in respect of which details have been notified to and accepted by **Us**, and including its spare parts, accessories, windscreen and windows, but excluding **Audio-Visual** and **Communication Equipment** and any **Trailer**

## MORE INFORMATION

Where **We** use the word 'car' on its own **We** refer to any car including the **Motor Car**

## NO CLAIM DISCOUNT

A discount from **Your** premium in return for not making or having made a claim

## NO CLAIM DISCOUNT PROTECTION

Cover against loss of **Your No Claim Discount**

## OWNER

A person who:

- a owns a car or
- b has hired a car under a hire purchase agreement or
- c has leased a car under a vehicle leasing agreement

## PERIOD OF INSURANCE

- a The duration of **Your Policy**, as shown on **Your Certificate of Insurance** and
- b any following period, but only if **We** accept **Your** premium

## PERMITTED DRIVER

Any person who:

- a is shown on **Your Certificate of Insurance** as being entitled to drive the **Motor Car** and has **Your** permission to drive the **Motor Car**

## PERMITTED USER

- a **You**
- b a **Permitted Driver**
- c any passenger whom **You** or a **Permitted Driver** have authorised to be in the **Motor Car**
- d any person who is using but not driving the **Motor Car** with **Your** permission

## PERSONAL CLOTHING AND EFFECTS

Property which belongs to any **Permitted User**

## **POLICY**

The documents consisting of:

- a this policy book
- b **Your Schedule**
- c **Your Certificate of Insurance** and
- d any **Endorsements**

## **PROPOSAL FORM**

The form signed by **You** which provides details of:

- a **You**
- b other **Permitted Drivers**
- c all material information relevant to the cover which **You** have requested

## **REPAIRER LOAN CAR**

Any car which is supplied to **You** under an agreement between **Us** and a repairer while the **Motor Car** is being repaired by that repairer as a direct result of damage covered by **Your Policy**

## **ROAD TRAFFIC ACTS**

Legislation which includes details of the minimum cover for which motor insurance is required in the

### **British Isles**

## **SCHEDULE**

The document which describes:

- a **You**
- b **Permitted Drivers**
- c any details of **Your Policy** that are specific to **You**

## **TERRITORIAL LIMITS**

- a The **British Isles**
- b any country which is a member of the European Union
- c the Czech Republic, Hungary, Liechtenstein, Norway, Slovakia and Switzerland
- d transit by water or rail between or within any of these countries, provided that:
  - (i) the **Motor Car** is transported by a commercial carrier and
  - (ii) if by water, the route taken does not last more than 65 hours under normal circumstances

## **THEFT**

- a Theft
- b attempted theft
- c the taking away of the **Motor Car** without **Your** consent or the **Owner's consent**

## **TRAILER**

A trailer which is properly constructed to be towed by a car

## **WE, US, OUR, INSURER**

Intact Insurance Channel Islands Limited

## **YOU, YOUR, POLICYHOLDER, INSURED**

Whoever is named as the Policyholder in:

- a **Your Schedule** and
- b **Your Certificate of Insurance**

# Section 1 – Loss or Damage to the Motor Car

## A COMPREHENSIVE COVER

THIS COVER IS ONLY APPLICABLE IF YOUR SCHEDULE SHOWS THAT COMPREHENSIVE COVER IS IN FORCE

### WHAT WE COVER

We cover loss of or damage to:

- a the **Motor Car**
- b **Audio-Visual and Communication Equipment** in the **Motor Car**
- d a **Repairer Loan Car** which is being used or driven in the **British Isles**

### MAXIMUM AMOUNTS FOR WHICH WE PROVIDE COVER

- a in respect of the **Motor Car**, We provide cover up to the following maximum amounts:
  - (i) the **Market Value** or
  - (ii) £100,000 or any higher amount specified in **Your Schedule** whichever is the less
- b in respect of the **Audio-Visual and Communication Equipment**, We provide cover up to the following maximum amounts:
  - (i) £1,000 or
  - (ii) any higher amount specified in **Your Schedule**

### CLAIM SETTLEMENT

Provided the loss or damage is covered under **Your Policy**, We will settle **Your** claim as explained below, subject to any **Policy** limits and any applicable **Excess**

#### a THE MOTOR CAR

Following loss of or damage to the **Motor Car** We will:

- (i) authorise repair or pay for repair to the damage where repair can be economically made
- (ii) where the **Motor Car** is lost and not recovered or where repair cannot be economically made, We will pay the cost of replacing the **Motor Car** with a car of the same **Market Value**

#### b AUDIO-VISUAL AND COMMUNICATION EQUIPMENT

Following loss of or damage to the **Audio-Visual and Communication Equipment** We will:

- (i) authorise repair or pay for repair to the damage where repair can be economically made
- (ii) arrange replacement or pay for the cost of replacement with similar property of equivalent pre-loss or damage quality and value where the property is lost and not recovered or where repair cannot be economically made or we are unable to arrange economic replacement.

#### c REPAIRER LOAN CAR

Following loss of or damage to a **Repairer Loan Car**, We will settle the claim:

- (i) under **Your policy**
- (ii) with the repairer and
- (iii) subject to the terms of any agreement with the repairer relating to the **Repairer Loan Car** which

**You** may sign before **You** take custody of the **Repairer Loan Car**

## B COVER FOR FIRE AND THEFT ONLY

This cover is only applicable if your schedule shows that third party fire and theft cover is in force

### WHAT WE COVER

We cover loss or damage caused by fire, lightning, explosion and **Theft** to:

- a the **Motor Car**
- b **Audio-Visual and Communication Equipment** in the **Motor Car**

### MAXIMUM AMOUNTS FOR WHICH WE PROVIDE COVER

See 'MAXIMUM AMOUNTS FOR WHICH WE PROVIDE COVER' under Part A **COMPREHENSIVE COVER** of this Section

### CLAIM SETTLEMENT

See 'CLAIM SETTLEMENT' under Part A **COMPREHENSIVE COVER** of this Section

## C EXTENSION OF COVER

While the **Motor Car** is in the custody of a **Defined Organisation** the following Exceptions and **Endorsements** do not apply:

- a Exceptions 1a and 2 of this Section
- b Section 6 - 'Exceptions Which Apply to Your Whole Policy', Part B  
**USE AND DRIVING WHICH WE DO NOT COVER**, Paragraphs a and c
- c Section 7 - 'Endorsements Which Apply to Your Whole Policy',  
**Endorsement 4** - 'Exclusion of Damage Cover for Unnamed Drivers under 25' and  
**Endorsement 5** - 'Exclusion of Damage Cover for Unnamed Drivers under 30' if applicable

## D RECOVERY AND REDELIVERY

Provided the loss or damage is covered under **Your Policy**, **We** will pay the reasonable cost of:

- a protection of the **Motor Car** and removal of the **Motor Car**, if it cannot be driven, to the nearest competent repairer
- b delivery of the **Motor Car** after its repair or recovery to **Your** address in the **British Isles**

## E HIRING AND OTHER AGREEMENTS

If **We** know that the **Motor Car** is the subject of a:

- a hire purchase agreement or
- b vehicle leasing agreement or
- c other agreement

**We** will pay:

- (i) the person or
- (ii) the organisation

requiring payment under the terms of the agreement and their receipt of the payment will be a discharge of any claim under this Section

### F NEW CAR COVER

THIS COVER IS ONLY APPLICABLE IF YOUR SCHEDULE SHOWS THAT COMPREHENSIVE COVER IS IN FORCE

If the **Motor Car** is less than one year old from the date of the initial registration at the time when it is:

- a totally destroyed or
- b lost and not recovered or
- c damaged and the cost of repair would exceed 60% of its **Current List Price** immediately before the accident

**We** will replace the **Motor Car** with a new car of the same make and model provided that:

- (i) the **Motor Car** was purchased new by **You** and belongs to **You** or is supplied to **You** under a hire purchase agreement and
- (ii) a new car of the same make and model is currently available for sale in the Channel Islands, and
- (iii) the total additional amount payable above the **Motor Car's Market Value** does not exceed £5,000
- (iv) or if discontinued a similar model provided that the total additional amount payable shall not exceed £5,000

## Exceptions to Section 1

- 1 In respect of each and every occurrence the Insurers shall not be liable for
  - a the first £100 of any claim for loss or damage to the **Motor Car** and, in addition, the amount stated below while the **Motor Car** is being driven by or is in the charge of any person who
    - (i) is under 21 years of age £200
    - (ii) is under 25 but not under 21 years of age £100
    - (iii) is 25 years of age or more but holds a provisional licence or has held a full licence to drive a motor car for less than 12 months £100This Exception does not apply to loss or damage:
    - 1 caused by fire, lightning, explosion or **Theft**
    - 2 to the windscreen and/or windows where this is the only damage to the **Motor Car** other than scratching of bodywork resulting from the breakage
  - b **We** do not cover:
    - (i) loss of value following repair
    - (ii) loss of use, depreciation, wear and tear
    - (iii) damage to tyres caused by braking or by punctures, cuts or bursts
    - (iv) mechanical, electrical, electronic, computer failures or breakdowns or breakages.
    - (v) loss or damage to the **Motor Car** when it has not been locked, with the windows closed and the ignition key removed, when left unattended or unoccupied.
    - (vi) loss of or damage to the **Motor Car** resulting from it being taken, without **Your** consent, by **Your** spouse, daughter or son, or any person normally living in the same household as **You**.
  - c **We** do not cover loss by deception
  - d **We** do not cover loss or damage to **Audio-Visual and Communication Equipment** unless it is permanently fitted to the **Motor Car**
  - e **We** do not cover the first £50 of any claim which is in respect of loss or damage to the windscreen and/or windows where this is the only damage to the **Motor Car** other than scratching of bodywork resulting from the breakage
- 2 If **You** are under 25 years of age.
  - a **We** do not cover any claim for loss or damage while the **Motor Car** is being driven by or is in the charge of any other person under 25 years of age unless that person is named in **Your Schedule**  
This Exception does not apply to loss or damage:
    - 1 caused by fire, lightning, explosion or **Theft**
    - 2 to the windscreen and/or windows where this is the only damage to the **Motor Car** other than scratching of bodywork resulting from the breakage
  - b **We** do not cover the first £50 of any claim which is in respect of loss or damage to the windscreen and/or windows where this is the only damage to the **Motor Car** other than scratching of bodywork resulting from the breakage

## Section 2 - Liability to Third Parties

### SUB-SECTION 1A COVER IF YOU ARE DRIVING

We cover **You** in respect of legal liabilities which You incur in respect of:

- a death of or bodily injury to persons and/or
- b accidental damage to property (We will pay up to £20,000,000 for any claim or claims arising from one incident)

arising out of the use of or caused by:

- (i) the **Motor Car** or a **Trailer** which is attached to the **Motor Car**
- (ii) any car other than the **Motor Car** which **You** are driving in the **British Isles** and/or any **Trailer** which is attached to the car while it is being driven in the **British Isles** provided that:
  - 1 **You** are not the **Owner** of the car and
  - 2 the car is not the property of or in the custody or control of a company or firm of motor traders of which **You** are a director or employee and
  - 3 the car is not in **Your** custody or control as part of **Your** business as a motor trader
    - (iii) a **Repairer Loan Car** which is being used or driven in the **British Isles**

### SUB-SECTION 1B COVER FOR LEGAL FEES, COSTS AND EXPENSES

We cover **You** in respect of claims under Sub-Section 1A **COVER IF YOU ARE DRIVING** for:

- a advocates' and or solicitors' fees for representation at any:
  - (i) Coroner's Inquest or
  - (ii) Fatal Inquiry or
  - (iii) **Court of Summary Jurisdiction**
- b the costs of defence against a charge of:
  - (i) manslaughter or
  - (ii) causing death by dangerous driving
- c other legal fees, costs and expenses incurred with **Our** written consent

### SUB-SECTION 2 COVER FOR OTHER PEOPLE

We cover the following people for legal liabilities to others in the same way that We cover **You** under Sub-Section **1A COVER IF YOU ARE DRIVING** (except for Paragraph (ii)) and Sub-Section **1B COVER FOR LEGAL FEES, COSTS AND EXPENSES**:

- a any **Permitted Driver**
- b any person whom **You** permit to use (but not drive) the **Motor Car** for social, domestic and pleasure purposes
- c any passenger in the **Motor Car**
- d **You** and/or **Your** spouse's employer or business partner provided that:
  - (i) the employer or business partner is not the **Owner** of the **Motor Car** and
  - (ii) **Your Certificate of Insurance** permits the use to which the **Motor Car** is put and
  - (iii) the **Motor Car** is not hired to either the employer or business partner
- e In the event of the death of any person who is insured under this section We will protect the legal personal representatives for any liability of the deceased person if that liability is insured under this section

### **SUB-SECTION 3 COVER IN THE EUROPEAN UNION**

**We** provide cover to satisfy the legal minimum insurance requirements of the following countries, including legal fees, costs and expenses incurred with **Our** written consent, while the **Motor Car** or an attached **Trailer** is in any of these countries:

- a any country which is a member of the European Union
- b any country:
  - (i) which agrees to meet European Commission Directives on motor insurance and
  - (ii) of which the European Commission is satisfied that arrangements have been made to meet the requirements of these Directives

### **SUB-SECTION 4 OUR RIGHT TO RECOVER PAYMENT**

If **We** make any payment under this Section:

- a solely because of the requirements of any law and
- b which **We** would not have paid under the terms of **Your Policy** if that law had not required **Us** to make the payment

**You** will be obliged to repay to **Us** any such payment

## Exceptions to Section 2

**We** do not cover:

- a the legal liability of any person who is driving unless that person is a **Licence Holder**
- b the legal liability of any person:
  - (i) who is not driving but
  - (ii) who is claiming cover

if that person knows that the driver is not a **Licence Holder**

- c the legal liability of any person other than You if that person is entitled to cover under any other insurance policy
- d loss of or damage:
  - (i) to the **Motor Car** and/or any car which is being driven under the terms of Sub- Section **1A COVER IF YOU ARE DRIVING** , Paragraph (ii)
  - (ii) to any property which is owned by or in the custody of the person who is making a claim under this Section
- e death or bodily injury to any person arising out of that person's employment except as required by any road traffic legislation
- f any legal liability in connection with any car of which the employer or partner of **You** or **Your** spouse is the **Owner** or to whom it is hired if there is any other insurance policy covering the same legal liability
- g any legal liability, except as required by any road traffic legislation, which arises from the use of any car which **We** cover under this Section while it is on any part of any commercial or military airport or airfield provided 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

## Section 3 - Additional Benefits

### A Personal Accident Cover

THIS COVER IS ONLY APPLICABLE IF YOUR SCHEDULE SHOWS THAT COMPREHENSIVE COVER IS IN FORCE

**We** will pay the benefit below if **You** and/or **Your** spouse are accidentally injured while in any car or getting into or out of any car, provided that this injury is sustained in direct connection with the car and is the sole independent cause within 3 months of the accident of any one of the following:

- |   |   |        |
|---|---|--------|
| 1 | death   | £5,000 |
| 2 | total and irrecoverable loss of sight of one or both eyes   | £5,000 |
| 3 | total loss of one or more limbs by physical separation at or above the wrist or ankle or permanent loss of use of one or both hands or legs | £5,000 |

**We** will pay this benefit to **You** or **Your** spouse

### EXCEPTIONS TO PART A - PERSONAL ACCIDENT COVER

**We** do not provide cover:

- a for death or injury sustained while driving or travelling in a 3 wheeled car
- b if any person who is claiming benefit or for whom it is claimed was convicted in direct connection with the accident under:
  - (i) any drink-driving legislation or any amending legislation which is in force in the **Territorial Limits** or in any other country
  - (ii) any legislation relating to driving while under the influence of drugs which is in force in the **Territorial Limits** or in any other country

No cover will be provided if a deceased person for whom benefit is claimed was driving at the time of the accident and was found to have had a higher level of alcohol or drugs in the blood than is prescribed in any legislation referred to in (i) or (ii) above

- c for more than one benefit in respect of death of or bodily injury to any one person in respect of any one incident
- d for any person 75 years of age or over

### B MEDICAL EXPENSES

**We** will pay up to an amount of £250 for **Medical Expenses** for any **Permitted User** **We** will pay the above amount to **You**

### C PERSONAL CLOTHING AND EFFECTS

THIS COVER IS ONLY APPLICABLE IF YOUR SCHEDULE SHOWS THAT COMPREHENSIVE COVER IS IN FORCE

**We** cover loss of or damage to **Personal Clothing and Effects** which are in or on the **Motor Car** **We** provide cover up to a maximum amount of £100 in respect of any one incident

Provided the loss or damage is covered under **Your Policy**, **We** will settle **Your** claim by making a cash settlement, subject to any applicable **Excess**

### EXCEPTIONS TO PART C - PERSONAL CLOTHING AND EFFECTS

**We** do not cover:

- a money, stamps, tickets, documents, securities, promotional vouchers, lottery tickets, raffle tickets or Air Miles Vouchers
- b **Theft** of any **Personal Clothing and Effects** carried in the **Motor Car** if it is an open-top or convertible car unless the **Personal Clothing and Effects** are kept in either a:
  - (i) locked boot or

- (ii) locked glove compartment
- c loss of or damage to any **Personal Clothing and Effects** carried in or on a **Trailer**

## **D FOREIGN USE**

The cover as shown in **Your Schedule** applies throughout the **Territorial Limits** up to a maximum period of 60 days for any one visit outside the **British Isles** and the Republic of Ireland

This extension of cover does not apply to a **Repairer Loan Car** or to a car which is being driven under the terms of Section 2 - 'Liability to Third Parties' Sub-Section **1A COVER IF YOU ARE DRIVING**, Paragraph (ii), where cover is restricted to the **British Isles**

If more than one **Motor Car** is covered by **Your Policy** the above time limit applies separately to each **Motor Car**

## **E DELIVERY OF THE MOTOR CAR TO THE BRITISH ISLES**

**We** cover the reasonable cost to return the **Motor Car** to **Your** address in the **British Isles** provided the **Motor Car** sustains loss or damage which is covered under **Your Policy** and

- a this loss or damage occurs within the **Territorial Limits**
- b it is not possible to economically repair the **Motor Car** by the intended time of **Your** return to **Your** address
- c following its loss the **Motor Car** is recovered after **Your** return to **Your** address

## **F PAYMENT OF CUSTOMS DUTY**

**We** cover Customs Duty in respect of the **Motor Car** provided the **Motor Car** sustains loss or damage which is covered under **Your Policy** and

- a as a direct result of this loss or damage is temporarily imported into any countries within the **Territorial Limits** and
- b **You** have to pay Customs Duty in respect of the **Motor Car** as a direct result of this importation

## **G GENERAL AVERAGE CONTRIBUTION AND OTHER CHARGES**

THIS COVER IS ONLY APPLICABLE IF YOUR SCHEDULE SHOWS THAT COMPREHENSIVE COVER IS IN FORCE

**We** cover **You** against **General Average Contribution, Salvage and Sue and Labour Charges**

## Section 4 - Other Clauses

### A RALLIES, COMPETITIONS AND TRIALS

While any car which **We** cover is used in any:

- a rally or
- b competition or
- c motor trial

**We** restrict cover to those legal liabilities for which insurance is compulsory under the **Road Traffic Acts** and **We** provide no other cover under **Your Policy**

**We** do not apply this limitation in respect of any event organised to encourage road safety or a treasure hunt in respect of which:

- (i) the route does not exceed 100 miles and
- (ii) no merit is attached to the competitor's performance while driving except in relation to good road behaviour and compliance with the Highway Code and
- (iii) if the event includes driving tests then the driving area must not exceed 100 yards square and tests must not be timed

### B NO CLAIM DISCOUNT

**Your No Claim Discount** will be increased each year to the percentages shown below provided no incident occurs during the **Period of Insurance** which results in a claim:

NCD % AT POLICY START DATE OR PREVIOUS RENEWAL	NCD % FOLLOWING A CLAIM-FREE YEAR
Nil	30%
30%	40%
40%	50%
50%	60%
60%	60%

**Your No Claim Discount** will be reduced each year to the percentages shown below if an incident occurs during the **Period of Insurance** which results in a claim:

NCD % AT POLICY START DATE OR PREVIOUS RENEWAL	NCD % FOLLOWING A CLAIM OR CLAIMS	
	One Claim	Two or More Claims
Nil	Nil	Nil
30%	Nil	Nil
40%	Nil	Nil
50%	30%	Nil
60%	40%	Nil

Payment made for the following does not affect **Your No Claim Discount** entitlement:

- a **Emergency Treatment Fees**
- b breakage of glass in:
  - (i) the windscreen and/or
  - (ii) windows

where this is the only damage to the **Motor Car** other than any scratching of bodywork resulting from the breakage, provided the **Policy** cover is shown as Comprehensive in **Your Schedule**

## **C MORE THAN ONE MOTOR CAR INSURED**

If **We** cover more than one **Motor Car** under **Your Policy** then Part B

**NO CLAIM DISCOUNT** of this Section applies separately to each **Motor Car**

## **D EMERGENCY TREATMENT**

**We** cover any **Permitted User** for legal liability for **Emergency Treatment Fees**

## **E CAR SHARING**

If **You** accept any payment in respect of the **Motor Car** for giving lifts to passengers as part of a car sharing agreement for:

- a social purposes or
- b commuting

**We** do not regard this as carrying passengers for hire or reward or using the **Motor Car** for hiring, provided that:

- (i) the **Motor Car** is not constructed or adapted to carry more than eight passengers and a driver
- (ii) the passengers are not being carried in the course of a business of carrying passengers
- (iii) the total payments received for the journey do not involve any element of profit

## Section 5 - Conditions Which Apply to Your Whole Policy

### A NOTIFICATION OF A CLAIM

**You** must notify any of the following to **Us** as soon as possible:

- a any incident which may give rise to a claim
- b civil or criminal proceedings

If there has been a **Theft You** must tell the Police as soon as possible

**We** may request **You** to provide all details in writing together with any supporting evidence which **We** may reasonably require

If any of the following documents are served on **You** or any other person in connection with any incident then they must be sent to **Us** as soon as possible:

- (i) writs
- (ii) summons
- (iii) other legal documents
- (iv) letters of claim
- (v) other correspondence

**You** must not answer any correspondence without **Our** written consent

**We** will not unreasonably withhold **Our** consent

### B CONDUCT OF THE CLAIM

**You** must give **Us** whatever information or assistance **We** reasonably request

**You** must not:

- a admit
- b deny
- c negotiate or
- d promise to pay

any claim without **Our** written consent

**We** will not unreasonably withhold **Our** consent

### C FRAUD

If any claim is in any respect fraudulent or if any fraudulent means or devices are used by **You**, any other **Permitted User** or anyone acting on **Your** or their behalf to obtain benefit under **Your Policy**, all benefits under **Your Policy** will be lost

### D ALTERATION IN RISK

**You** must notify **Us** as soon as possible of any alteration in risk which materially affects **Your Policy**

Material information would include:

- a any change of **Motor Car**
- b any special feature of the **Motor Car**
- c any special use of the **Motor Car**
- d the **Motor Car's** location
- e the history of any driver
- f a health condition which affects any driver

or any other information which makes losses more likely to happen or more serious if they do happen **We** may re-

assess **Your Policy** cover and premium following notification of material information Failure to disclose all material information may result in:

- (i) the wrong terms being quoted
- (ii) a claim being rejected or reduced
- (iii) **Your Policy** being invalid

## **E LOOKING AFTER THE MOTOR CAR**

**You** must take all reasonable precautions to keep the **Motor Car** in a roadworthy condition

**You** must ensure that reasonable precautions are taken at all times to safeguard the **Motor Car** from loss or damage

**We** will have free access to examine the **Motor Car** at all reasonable times

## **F ANNUAL PREMIUM CANCELLATION**

**You** may cancel **Your Policy** by giving **Us** written instructions and returning **Your** current **Certificate of Insurance** to **Us**

If **You** cancel **Your Policy** and providing no claim has occurred **We** will give **You** a full refund of premium for any unexpired period of cover when **We** receive **Your** current **Certificate of Insurance** **We** may cancel **Your Policy** and if **We** do **We** will:

- a write to **You** at **Your** last known address (and in the case of Northern Ireland to the Department of the Environment for Northern Ireland) confirming that all cover will cease 14 days after the date of **Our letter**
- b give **You** a full refund of premium for the unexpired period of cover

**You** must return **Your** current **Certificate of Insurance** to **Us** if **We** cancel **Your Policy** **We** are obliged to notify the relevant authorities if **You** fail to do so

## **G MONTHLY PREMIUM CANCELLATION**

**You** may cancel **Your Policy** by giving **Us** written instructions and returning **Your** current **Certificate of Insurance** to **Us**

**You** should also instruct **Your** Bank, Building Society or Girobank to cancel **Your** Direct Debit arrangement

**We** may cancel **Your Policy**

If **We** cancel **Your Policy** or **Your Policy** is cancelled because **Your** Bank, Building Society or Girobank is not prepared to honour **Your** Direct Debit arrangement, **We** will write to **You** at **Your** last known address (and in the case of Northern Ireland to the Department of the Environment for Northern Ireland) confirming that all cover will cease 14 days after the date of **Our letter**

**You** must return **Your** current **Certificate of Insurance** to **Us** if **We** cancel **Your Policy** **We** are obliged to notify the relevant authorities if **You** fail to do so

If **Your Policy** is cancelled either by **You** or **Us**, **We** will stop applying for **Your** monthly premium

## **H OTHER INSURANCE**

Where a claim is covered under **Your Policy**, and this claim is covered by any other insurance, **We** will only pay **Our** rateable proportion

## **I SUBROGATION**

Before or after **We** pay a claim under **Your Policy**, **You** or any other **Permitted User** making a claim must, if **We** or **FirstAssist** ask:

- a take or
- b allow **Us** or **FirstAssist** to take in **Your** name or the name of the **Permitted User**

all the steps needed to enforce **Your** rights or those of the **Permitted User** against any other person, including the defence or settlement of any claim or the pursuit of a claim in any person's name

**We** will pay any reasonable costs and expenses involved

## Section 6 – Exceptions Which Apply to Your Whole Policy

### A NOTIFICATION OF A CHANGE OR ADDITION OF A MOTOR CAR

If You change **Your Motor Car** or acquire an additional car **You** must provide details of the value, make & model, year of manufacture, registration number, cubic capacity of the car, and if **You** have registered the car in another name.

**We** do not cover a car unless:

- a **We** have been provided with and accepted details of the car
- b **You** are driving a car under the terms of Section 2 - 'Liability to Third Parties' Sub-Section **1A COVER IF YOU ARE DRIVING** , Paragraph (ii) or
- c You are driving a **Repairer Loan Car**

### B USE AND DRIVING WHICH WE DO NOT COVER

**We** do not cover any claim under any Section of **Your Policy** occurring while a car which **We** cover is being:

- a used with **Your** permission but is being driven or used outside the circumstances defined in **Your Certificate of Insurance**
- b driving by **You** unless **You** are a **Licence Holder**
- c driven with **Your** permission by any person:
  - (i) who is not permitted to drive in **Your Certificate of Insurance** or
  - (ii) who **You** know is not a **Licence Holder**

Paragraphs a and c above of this Exception do not apply in respect of claims under Section 1 - 'Loss or Damage to the **Motor Car**' when the **Motor Car** is in the custody of a **Defined Organisation**

### C LIABILITY WHICH RESULTS FROM AN AGREEMENT

**We** do not cover any liability which solely results from an agreement

### D RADIOACTIVE CONTAMINATION

**We** do not cover any:

- a loss of or damage to any property
- b legal liability
- c expense
- d consequential loss or
- e bodily injury

which is directly or indirectly caused by or arising from or contributed to by:

- (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion or any nuclear fuel
- (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of it

### E WAR RISKS

**We** do not cover any:

- a loss of or damage to any property
- b legal liability
- c expense

- d consequential loss or
- e bodily injury

which is directly or indirectly caused by or arising from or contributed to by:

- (i) war, invasion, act of foreign enemy or hostilities (whether war is declared or not)
- (ii) civil war, rebellion, revolution, insurrection or military or usurped power except so far as is necessary to meet the requirements of the **Road Traffic Acts**

## F RIOT AND CIVIL COMMOTION

**We** do not cover any consequence of riot or civil commotion occurring in Northern Ireland

**We** do not apply this Exception to Section 2 - 'Liability to Third Parties'

## G SONIC BANGS

**We** do not provide cover under Section 1 - 'Loss or Damage to the Motor Car' and Section 3 - 'Additional Benefits', Part C **PERSONAL CLOTHING AND EFFECTS** of **Your Policy** in respect of loss or damage which is caused by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speed

## H POLLUTION

**We** do not cover:

- a death of any person
- b bodily injury to any person or
- c damage to any property

which is directly or indirectly caused by pollution or contamination unless this pollution or contamination is directly caused by an incident which occurs in its entirety at a specific time and place during the **Period of Insurance** and is:

- (i) sudden
- (ii) identifiable
- (iii) unintended and
- (iv) unexpected

All pollution which arises out of one incident will be considered to have occurred at the time when this incident takes place

**We** will not apply this Exception in circumstances where it is necessary to meet the requirements of any compulsory motor insurance legislation operative within the **Territorial Limits**

## I 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 Car** 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 Car** 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

## J 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 Which Apply to Your Policy

These **Endorsements** apply only if the number set against them appears in **Your Schedule**

### Endorsement 1 Exclusion of Driving other Vehicles

(The part of **Your** policy book amended by this **Endorsement** is Section 2 - 'Liability to Third Parties')

**We** do not provide any cover under **Your Policy** for driving any cars other than the **Motor Car** and therefore Section 2 - 'Liability to Third Parties', Sub-Section **1A COVER IF YOU ARE DRIVING**, Paragraph (ii) does not apply

### Endorsement 2 Cancellation of Personal Accident Benefit

(The part of Your policy book amended by this **Endorsement** is Section 3 - 'Additional Benefits')

**We** do provide any cover under **Your Policy** in respect of Section 3 - 'Additional Benefits', Part A **PERSONAL ACCIDENT COVER**

### Endorsement 3 Own Damage Excess

(The part of **Your** policy book amended by this **Endorsement** is Section 1 - 'Loss or Damage to the Motor Car')

In respect of each and every occurrence **You** must pay the **Excess** shown in **Your Schedule** in addition to the **Excess** shown against Exception 1a and/or 1b of Section 1

- 'Loss or Damage to the Motor Car' provided that:

- a if the name of any person or the description of any class of person is shown against this **Excess**, this **Endorsement** only applies while the **Motor Car** is being driven by or is in the charge of one of these persons
- b if the registration number of a **Motor Car** is shown against this Excess, this Endorsement only applies to that Motor Car and its **Audio-Visual and Communication Equipment**
- c this **Endorsement** does not apply to loss or damage caused by:
  - (i) fire
  - (ii) lightning
  - (iii) explosion
  - (iv) breakage of glass in the windscreen and or windows where this is the only damage to the **Motor Car** other than scratching of bodywork resulting from the breakage

### Endorsement 4 Exclusion of Damage Cover for Unnamed Drivers under 25

(The part of Your policy book amended by this Endorsement is Section 1 - 'Loss or Damage to the **Motor Car**')

**We** do not provide any cover under **Your Policy** while the **Motor Car** is being driven by or is in the charge of any person under 25 years of age unless that person is named in **Your Schedule**

This **Endorsement** does not apply in respect of:

- a loss or damage caused by fire, lightning, explosion or **Theft**
- b breakage of glass in the windscreen and/or windows where this is the only damage to the **Motor Car** other than scratching of bodywork resulting from the breakage
- c loss or damage which occurs while the **Motor Car** is in the custody of a

#### Defined Organisation

If more than one **Motor Car** is covered by **Your Policy** this **Endorsement** applies only to the **Motor Car** shown in **Your Schedule** against this **Endorsement**, together with its **Audio-Visual and Communication Equipment**

### Endorsement 5 Exclusion of Damage Cover for Unnamed Drivers under 30

(The part of **Your** policy book amended by this **Endorsement** is Section 1 - 'Loss or Damage to the Motor Car')

**We** do not provide any cover under **Your Policy** while the **Motor Car** is being driven by or is in the charge of any person under 30 years of age unless that person is named in **Your Schedule**

This **Endorsement** does not apply in respect of:

- a loss or damage caused by fire, lightning, explosion or **Theft**
- b breakage of glass in the windscreen and/or windows where this is the only damage to the Motor Car other than scratching of bodywork resulting from the breakage
- c loss or damage which occurs while the **Motor Car** is in the custody of a **Defined Organisation**

If more than one **Motor Car** is covered by **Your Policy** this Endorsement applies only to the **Motor Car** shown in **Your Schedule** against this **Endorsement**, together with its **Audio-Visual and Communication Equipment**

### **Endorsement 6 Not applicable**

### **Endorsement 7 Exclusion of Loss or Damage caused by Malicious Damage, Theft or Frost**

(The parts of **Your policy** book amended by this **Endorsement** are Section 1 - 'Loss or Damage to the Motor Car' and Section 3 - 'Additional Benefits' Part C **PERSONAL CLOTHING AND EFFECTS**)

**We** do not provide any cover under Your Policy in respect of loss or damage caused by:

- a a malicious act
- b **Theft**
- c frost

### **Endorsement 8 Section 1 Excess**

(The part of **Your** policy book amended by this **Endorsement** is Section 1 - 'Loss or Damage to the Motor Car')

In respect of each and every occurrence **You** must pay the Excess shown in **Your Schedule** for any claim under Section 1 - 'Loss or Damage to the Motor Car'

If the registration number of a **Motor Car** is shown against this **Excess**, this **Endorsement** only applies to that **Motor Car** and its **Audio-Visual and Communication Equipment**

This **Excess** is in addition to any **Excess** which **You** must pay because of Exception 1a and/or 1b of Section 1 - 'Loss or Damage to the Motor Car'

## Section 8 – No Claim Discount Protection

THIS SECTION IS ONLY APPLICABLE IF YOUR SCHEDULE SHOWS THAT IT IS IN FORCE

Section 4 - 'Other Clauses', Part B **NO CLAIM DISCOUNT** and Part C **MORE THAN ONE CAR INSURED** are replaced by the following:

### A NO CLAIM DISCOUNT PROTECTION

If **You** have selected **No Claim Discount Protection** then **Your No Claim Discount** will remain at 60% following up to two claims in five consecutive **Periods of Insurance**

**Your No Claim Discount** will be reduced to the percentages shown below following three or more claims in five consecutive **Periods of Insurance**

PROTECTED NCD % AT POLICY START DATE OR PREVIOUS RENEWAL	NCD % AFTER 3 OR MORE CLAIMS IN 5 CONSECUTIVE PERIODS OF INSURANCE	
	Three Claims	More than Three Claims
60%	40%	Nil

While **We** may review **Your Policy** cover and premium following a claim this will not affect **Your No Claim Discount Protection** unless there have been three or more claims in five consecutive **Periods of Insurance**

Payment made for the following does not affect **Your No Claim Discount Protection**:

- a **Emergency Treatment Fees**
- b breakage of glass in:
  - (i) the windscreen and/or
  - (ii) windows

where this is the only damage to the **Motor Car** other than any scratching of bodywork resulting from the breakage

### B MORE THAN ONE MOTOR CAR INSURED

If **We** cover more than one **Motor Car** under **Your Policy** then Part A

**NO CLAIM DISCOUNT PROTECTION** of this Section applies separately to each **Motor Car**

## Section 9 - Extrahelp

THIS SECTION IS ONLY APPLICABLE IF YOUR SCHEDULE SHOWS THAT IT IS IN FORCE

**FOR 24 HOUR LEGAL ADVICE SERVICE, SEE CARDHOLDER LEAFLET ACCOMPANYING THIS POLICY**

## Section 9 - Extrahelp

THIS SECTION IS ONLY APPLICABLE IF YOUR SCHEDULE SHOWS THAT EXTRAHELP COVER IS IN FORCE

### A COVER WHICH WE PROVIDE UNDER THE EXTRAHELP SECTION

- a **FirstAssist** will use reasonable endeavours to recover uninsured losses for a **Permitted User** arising from a **Cause of Action**
- b **We** cover a **Permitted User** following a **Cause of Action** for **Legal Expenses** incurred by the **Permitted User** and the **Appointed Representative** in respect of the pursuit of **Legal Proceedings**

### B CLAIM SETTLEMENT

**We** will pay up to £25,000 in total for all **Permitted Users** in respect of any one incident

## Section 9 – Extrahelp

### C WHAT WE DO NOT COVER UNDER SECTION 9 – EXTRAHELP

- a **FirstAssist** will not attempt recovery of uninsured losses notified to **Us** or **FirstAssist** more than 180 days after the **Cause of Action** arose
- b **We** do not cover **Legal Expenses** in respect of **Legal Proceedings** where **We** or **FirstAssist** are notified of a claim under this Section more than 180 days after the **Cause of Action** arose
- c **We** do not cover **Legal Expenses** where the **Cause of Action** arose prior to the commencement of cover provided by this Section
- d **We** do not cover actions taken in constitutional, international or supranational courts or tribunals
- e **We** will not pay **Legal Expenses** for **Legal Proceedings** commenced by a **Permitted User** before the appointment of the **Appointed Representative** by **FirstAssist**
- f **We** do not cover amounts incurred before **We** or **FirstAssist** accept the claim in writing unless otherwise agreed by **Us** or **FirstAssist**
- g **We** do not cover any **Legal Expenses** incurred as a result of delays by a **Permitted User** which in **FirstAssist's** reasonable opinion are prejudicial to the case
- h **We** do not cover **Legal Expenses** which become payable as a result of the withdrawal from **Legal Proceedings** by a **Permitted User** without **Our** or **FirstAssist's** consent  
**We** or **FirstAssist** will be entitled to recover from the **Permitted User** any sums paid during the course of the **Legal Proceedings** as a result of this withdrawal
- i **We** do not cover expenses of an expert witness unless **FirstAssist** have given written approval before the appointment of such witness
- j **We** do not cover any claim in respect of any **Legal Expenses** relating to any other party bringing a claim or counter claim against a **Permitted User**
- k We do not cover any claim by a **Permitted User** against:
  - (i) **Us**
  - (ii) **Our** subsidiaries
  - (iii) Intact Insurance UK Limited
  - (iv) subsidiaries of Intact Insurance UK Limited
  - (v) **FirstAssist**

## Section 9 - Extrahelp

### CONDITIONS APPLICABLE TO SECTION 9 – EXTRAHELP

#### A ACTIONS AGAINST ANOTHER PERMITTED USER

If **You** are pursuing **Legal Proceedings** against another **Permitted User**, **We** will pay **Your Legal Expenses** and not those of the other **Permitted User**

If **Your Policy** is in joint names, **We** will regard the person whose name appears first in **Your Schedule** as **You** for the purpose of this Section

#### B INFORMATION ABOUT THE CLAIM

**You** must complete a claim form and forward it to **Us** at the address shown in **Your Schedule** as soon as **You** are aware of any claim

The **Permitted User** must keep **FirstAssist** informed of all developments connected with the claim including any offer or payment into court to settle the dispute

**FirstAssist** will have access to all information, documentation or evidence whether or not legally privileged

#### C REPRESENTATION

Having received notification from **You** of a claim, **FirstAssist** may:

- a make an investigation into the dispute and
- b attempt to achieve a fair settlement, using an external representative where they consider it necessary **The Permitted User** has the right to nominate a solicitor or other appropriately qualified person or firm to act as an **Appointed Representative** in any **Legal Proceedings**

The solicitor, person or firm will be appointed by **FirstAssist** in the name of and on behalf of the **Permitted User**

In nominating the solicitor, person or firm to act as an **Appointed Representative** the **Permitted User** will be subject to the Common Law duty to mitigate the amount of **Legal Expenses**

Any dispute arising from the **Permitted User's** choice of the solicitor, person or firm to act as an **Appointed Representative** may be referred to Arbitration in accordance with Condition 1

## Section 9 - Extrahelp

### D CONFLICT OF INTEREST

If at any time during the conduct of the claim **We** or **FirstAssist** become aware of a potential conflict of interest, the **Permitted User**:

- a will be informed in writing and
- b has the right to nominate a solicitor or other appropriately qualified person or firm to act as an **Appointed Representative** to take over the conduct of any action

The solicitor, person or firm will be appointed by **FirstAssist** in the name of and on behalf of the **Permitted User**

### E CONTROL OF THE CLAIM

**FirstAssist** will have control of the claim, in consultation with the **Appointed Representative** and the **Permitted User** must follow their reasonable advice

The **Permitted User** must not commence **Legal Proceedings** without **FirstAssist's** written consent

**FirstAssist** will not unreasonably withhold their consent

The **Permitted User** will give proper assistance as soon as possible and co-operate fully with:

- a **Us**
- b **FirstAssist**
- c the **Appointed Representative** and
- d any counsel which has been appointed by the **Appointed Representative**

The **Permitted User** must keep **FirstAssist** or the **Appointed Representative** informed of all developments as soon as possible after these developments arise

If in any **Legal Proceedings** the **Permitted User's** claim is not successful and he or she intends to appeal then the **Permitted User** must notify **FirstAssist** or the **Appointed Representative** in writing not later than either:

- (i) 14 days before the time for making an appeal expires or
- (ii) as soon as possible where the period of appeal is 14 days or less

The Legal Expenses of the appeal are covered in FirstAssist and the Appointed Representative agree that there are reasonable prospects of such an appeal succeeding

## Section 9 - Extrahelp

### F REASONABLE PROSPECTS

We will pay a **Permitted User's Legal Expenses** provided there are reasonable prospects that the claim or **Legal Proceedings** will achieve the remedy or result sought by the **Permitted User**

If at any time **FirstAssist** or the **Appointed Representative** consider that the claim or **Legal Proceedings** do not have such prospects, **FirstAssist** will advise the **Permitted User** in writing and notify the **Permitted User** that **Our** liability to pay any further Legal Expenses will cease 14 days after the **Permitted User** receives the notice

No **Legal Expenses** may be incurred after the **Permitted User** receives the notice unless **FirstAssist** have given written consent

**FirstAssist** will not unreasonably withhold their consent where to do so is likely to prejudice the claim or **Legal Proceedings**

### G OPTION TO REIMBURSE

Where in the reasonable opinion of **FirstAssist** the **Permitted User** would suffer no detriment, **FirstAssist** may elect to pay the **Permitted User** for the value of goods or services or the claim for damages or uninsured losses

### H EARLY SETTLEMENT

The **Permitted User** must inform **FirstAssist** as soon as possible of any offer or payment into court which has been made with a view to settling the claim

The **Permitted User** must not make or authorise any offer to settle the claim which would result in the payment of **Legal Expenses** without **FirstAssist's** consent

**FirstAssist** will not unreasonably withhold their consent If any offer or payment into court is:

- a not accepted by the **Permitted User** and
- b if the amount of this offer or payment is equal to or greater than the total damages which the **Permitted User** is eventually awarded

We will have no liability in respect of **Legal Expenses** which were incurred after the date of such offer or payment into court, unless **FirstAssist** agreed to the continuation of the proceedings

## Section 9 - Extrahelp

### I ARBITRATION

The **Permitted User** has the right to refer any dispute with **FirstAssist** in respect of the Extrahelp Section to Arbitration

**FirstAssist** also have the right to refer any dispute with a **Permitted User** to Arbitration

The single Arbitrator will be either a solicitor or barrister agreed upon by both parties, or failing agreement, one who is nominated by the President of the appropriate Law Society or by the Bar Council within the **British Isles**

The unsuccessful party in the Arbitration will be responsible for all costs and expenses incurred

If a decision is made in **FirstAssist's** favour, the **Permitted User's** costs are not recoverable under **Your policy**

**FirstAssist** will give written notification to the **Permitted User** of this right if any such dispute develops and the **Permitted User** must inform **FirstAssist** in writing that he or she wishes to exercise this option The Arbitration procedure does not prevent **You** from referring the matter to the Insurance Ombudsman Bureau or to the courts

### J ACCOUNTS AND LEVEL OF EXPENSES

The **Permitted User** or the **Appointed Representative** must submit to **FirstAssist** all accounts for

**Legal Expenses** as soon as possible after their receipt

**FirstAssist** may require the **Appointed Representative** to have the **Legal Expenses** taxed, assessed or audited

## 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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