

Commercial Vehicle

Policy Document

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Thank you for choosing Intact Insurance as your Motor insurer, underwritten by Intact Insurance UK Limited.

If this cover does not meet your requirements, please contact your broker or agent within 14 days of receipt. We will return any premium paid less a pro rata charge for the number of days for which cover has been given. The full annual premium is due if a total loss claim has been made.

Uninsured Driver Promise

How does your uninsured driver promise work?

If you make a claim for an accident that is not your fault and the driver of the vehicle that hits your vehicle is not insured, you will not lose your No Claim Discount or have to pay any excess.

Conditions

We will need:

- the vehicle registration number and the make and model of the vehicle; and
- the driver's details, if possible.

It also helps us to confirm who is at fault if you can get the names and addresses of any independent witnesses, if available.

When you claim, you may have to pay your excess. Also, if investigations are still ongoing when your renewal is due, you may temporarily lose your No Claim Discount. However, once we confirm that the accident was the fault of the uninsured driver, we will repay your excess, restore your No Claim Discount and refund any extra premium you have paid.

This promise is for comprehensive policy holders only.

Further Information

Making a Claim



In the event of a claim please call our claims helpline 24 hours a day on **0345 607 1626** or you can tell Us about Your claim by visiting our website. You can do this at any time by scanning the QR code to the left or by visiting **[intactinsurance.co.uk/claims](https://www.intactinsurance.co.uk/claims)**.

You can write to us at the following address:

Intact Insurance
Motor Claims
PO Box 256
Wymondham
NR18 9DQ

For windscreen claims please call 24 hours a day on **0800 783 4695**.

Rights of Cancellation

If this cover does not meet your requirements, please contact your broker or agent within 14 days of receipt. We will return any premium paid less a pro rata charge for the number of days for which cover has been given.

The full annual premium is due if a total loss claim has been made.

How to Complain

If you have an enquiry or complaint connected with your Policy, please contact the broker, intermediary or agent who arranged the Policy for you.

If you have a complaint about the handling of your claim you can write to Intact Insurance direct at the following address:

Intact Insurance
Customer Relations Team
PO Box 255
Wymondham
NR18 8DP

Email: **customerrelations@intactinsurance.co.uk**

Please ensure that you quote your policy number in all correspondence.

Details of Intact Insurance's complaints procedures including information on what you should expect in response to your complaint can be found on Intact Insurance's website at **www.intactinsurance.co.uk/contact-us/complaints**.

Once you receive a written response and if you remain dissatisfied, you may refer your complaint to the Financial Ombudsman Service (FOS). Their address is:

The Financial Ombudsman Service, Exchange Tower
London E14 9SR.

Telephone: **0800 023 4567** or **0300 123 9123**

Their website also has a great deal of useful information: **www.financial-ombudsman.org.uk**.

Details of our Regulator

Intact Insurance policies are underwritten by Intact Insurance UK Limited who is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, registration number **202323**.

The Financial Conduct Authority website, which includes a register of all regulated firms can be visited at **www.fca.org.uk**, or the Financial Conduct Authority can be contacted on **0800 111 6768**.

The Prudential Regulation Authority website can be visited at **www.bankofengland.co.uk/pru**, or the Prudential Regulation Authority can be contacted on **020 7601 4878**.

Financial Services Compensation Scheme

Under the Financial Services and Markets Act 2000, should we be unable to meet our liabilities to policyholders, compensation may be available. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit.

Information can be obtained on request, or by visiting the Financial Services Compensation Scheme website at **www.fscs.org.uk**.

Your policy cover

Please read this policy booklet, your certificate of insurance and your schedule carefully to make sure you have all the cover you need. You should keep all these documents in a safe place.

Policy cover

If the cover shown in your schedule is:

- **comprehensive** – all parts of the policy apply;
- **third party fire and theft** – part 1 applies when it relates to loss or damage caused by fire or your vehicle being stolen, and parts 2, 6 and 7 apply; or
- **third party only** – parts 2, 6 and 7 only apply.

Our insurance contract with you

This policy is a contract between us and you. Nobody else has any rights they can enforce under this contract, and the Contracts (Rights of Third Parties) Act 1999 shall not apply (except as set out in the Road Traffic Acts).

The proposal and declaration you made form the basis of this policy.

We will provide insurance as shown in:

- this policy, as amended by the schedule, which shows any changes to the policy; and
- the certificate of motor insurance, which is evidence of the motor insurance you need by law.

The insurance applies throughout the United Kingdom except where we say otherwise.

The Commercial Vehicle policy is underwritten by Intact Insurance UK Limited and will run for 12 months or as shown on the schedule.

Territorial Limits

This policy provides the cover described in the schedule in Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man, the Channel Islands and during journeys between these places.

Please note: your “Liability for automated vans in Great Britain” cover only applies in Great Britain, which is:

England.
Scotland.
Wales.

Please see ‘Liability for automated vans in Great Britain’ on page 9 for more details.

The Law applicable to this contract

You and We may choose which law will apply to this policy. Unless both parties agree otherwise, English law will apply.

However, if you are resident in Jersey, Guernsey, Alderney or the Isle of Man, the law of the island where you are resident will always apply to your policy and any dispute in relation to it will be within the jurisdiction of that island's relevant court.

We've supplied this policy and other information to you in English and we'll continue to communicate with you in English.

How to make a claim

You must report all accidents and losses immediately. Phone Claim Call on **0345 607 1626**. Windscreen claim line number is **0800 783 4695**. All telephone numbers are 24 hours. Alternatively report your claim on the web at **www.intactinsurance.co.uk/claims**.

Part 1: Loss or Damage inc.

Windscreen cover

What is insured

Your vehicle if it is damaged, stolen or taken without your permission.

Accessories and spare parts fitted to your vehicle or in your private garage if they are damaged, stolen or taken without your permission Accessories – parts or products specifically designed to be fitted to your vehicle, including your electric charging cables and the charger installed at your home. We may treat some accessories as modifications, so please tell us about any alterations to your vehicle.

Damage to your vehicle's battery is covered should it be damaged as a result of an insured incident.

Cover applies whether your battery is owned or leased. We will at our option:

- pay for the damage to be repaired; or
- repair or replace what is stolen or damaged; or
- pay the amount of the loss or damage.

If you are registered for VAT you are required to minimise your loss by recovering VAT on the cost of repairs and replacement goods to the extent allowed by law.

We will not pay more than the market value of your vehicle at the time the loss or damage happened.

This will not be more than the amount you paid for it.

We will not pay any costs which increase the market value of your vehicle.

Where we have agreed to pay the market value of your vehicle and payment is made to you the vehicle will become our property.

If your vehicle is under a hire-purchase or leasing agreement, we will make any payment for the total loss of your vehicle to the hire-purchase or leasing company.

We will also pay the reasonable cost of taking your vehicle to the nearest repairer and returning it to your address after the repairs have been carried out.

Following an accident if your vehicle is immobile, we will help you and your passengers make arrangements to take you to a safe place.

Provided that the policy is still current, we will also temporarily insure any motor vehicle supplied to you under the Intact Insurance recommended repairer network whilst your vehicle is being repaired as a direct result of damage covered by this policy. The cover for a vehicle supplied under this paragraph will be comprehensive, even if the policy cover is third party, fire and theft.

If the vehicle is still in your possession at the time this insurance expires, you must renew this insurance to maintain cover for the temporary vehicle.

Repairs carried out by our recommended repairer network are guaranteed for 5 years.

Where the damaged part is not available from your vehicle's manufacturer, we may decide to repair your vehicle with a part that hasn't been made by your vehicle's manufacturer, but the replacement part will be of the same quality.

If any part or accessory is not available, we will pay the cost for that part or accessory shown in the vehicle manufacturer's last United Kingdom price list. You may authorise repairs if the estimated cost is not more than £250, but you must send us a detailed estimate immediately.

If you have comprehensive cover and you claim for accidentally broken glass in your vehicle windscreen or windows or scratched bodywork caused by the broken glass, we will pay for the repair or replacement including recalibration and it will not reduce your No Claim Bonus. We may decide to replace your vehicle's glass with glass that hasn't been made by your vehicle's manufacturer, but which is of the same quality.

If your vehicle is less than one year old and you are the first and only registered owner, we will replace it with one of the same make and model if it has:

- been stolen and not found; or
- suffered damage covered by the policy and the cost of repairing is more than **60%** of the last United Kingdom list price.

We can only do this if a replacement vehicle is available in the UK and anyone else who has an interest in your vehicle agrees.

If a suitable replacement vehicle is not available, or your vehicle was not supplied as new in the UK, we will pay you the market value of your vehicle at the time of the loss (less any excess that may apply). If we settle a claim under this clause, the lost or damaged vehicle becomes our property and you must send us the registration document.

If your vehicle keys or lock transmitter to your vehicle are lost or stolen we will pay the cost of replacing the:

- affected locks,
- lock transmitter and central locking interface,
- affected parts of the alarm and/or

immobiliser, if it can be established to our reasonable satisfaction that the identity or garaging address of your vehicle is known to any person who is in possession of your keys.

What is not insured

- a** Loss of use, loss of market value for any reason, deterioration or wear and tear.
- b** Mechanical, electrical, electronic or computer faults, failures, malfunctions or breakdowns.
- c** Damage to tyres from braking or by road punctures, cuts or bursts.
- d** Loss of, or damage to, your vehicle as a result of it being stolen or taken without your permission unless you make a report to the police and get a crime reference number.
- e** Loss of, or damage to, your vehicle as a result of someone getting it by fraud or trickery while pretending to be a buyer.
- f** Loss of, or damage to, your vehicle as a result of it being stolen or taken without your permission at any time if:
 - an ignition key or any similar device is left in or on the vehicle; and/or
 - all doors, roofs, windows and all other openings have not been closed and locked; and/or
 - any security or tracking device, which you have told us is fitted to your vehicle, has not been set or is not in working order:
- g** Loss of your vehicle caused by it being repossessed and returned to its rightful owner.
- h** Confiscation or destruction of your vehicle by, or under the order of, any government or public or local authority.
- i** More than £500 for permanently-fitted audio, television, video, computer or computer games, telecommunication and navigational equipment unless it is standard equipment for your vehicle when built and your policy cover is comprehensive.
- j** More than £250 for permanently fitted audio, television, video, computer or computer games, telecommunication and navigational equipment, if the policy cover is third party fire and theft.
- k** More than £500 for accessories and spare parts in your private garage.
- l** Loss of, or damage to, any trailer or caravan, whether attached to or detached from your vehicle.
- m** The first amount you must pay shown under endorsements added to the schedule.
- n** Loss of, or damage to, your vehicle as a result of its tipping mechanism in operation.
- o** Loss or damage if an accident occurs whilst your vehicle is being driven, or is in the charge of, any person covered by this Policy and that person is convicted of an offence involving drink or drugs.
- p** Any amount greater than £125 if you do not use our approved windscreen suppliers.
- q** More than £250 for loss or theft of keys.
- r** To repair or replace glass contained within any pick-up hard top or canopy is not covered under the windscreen section.
- s** The draining, flushing and replenishing of the fuel from your vehicle, in the event of misfuelling.

Part 2a: Liability to Others

What is insured

We will insure you for all amounts (subject to the limits set out below) you legally have to pay for causing the death of, or injury to, any person or damage to their property as a result of an accident caused by any vehicle which your certificate of motor insurance allows you to drive or use. This includes towing a trailer, caravan or broken-down motor vehicle if your certificate of motor insurance allows it. This towing must be allowed by law and the vehicle being towed must be properly attached to your vehicle.

We will provide the same insurance to the following people:

- Anyone you allow to drive your vehicle if they are allowed by your certificate of motor insurance.
- The employer of anyone you allow to drive your vehicle if they are allowed by your certificate of motor insurance.

If you ask, we will provide the same insurance to the following people in the event of an accident:

- Anyone you allow to use (but not drive) your vehicle for social, domestic and pleasure purposes.
- Anyone travelling in or getting into or out of your vehicle.

We will insure the estate of anyone insured by this policy against any liability covered by this policy that they may previously have had if they die.

Accidents caused by any electric charging cables when attached to your vehicle as long as you have taken due care to prevent such an accident.

As long as the claim is insured by this policy, we will, with our prior agreement, pay for a solicitor or barrister to:

- represent anyone insured under this policy at a coroner's inquest or fatal accident inquiry; or
- defend anyone insured under this policy in a court.

If there is an accident insured by this policy, we will pay for emergency medical treatment that must be provided under the Road Traffic Acts. This will not reduce your No Claim Bonus.

What is not insured

- Liability for death of, or injury caused to, any person while they are working with or for anyone insured by this policy (except as set out in the Road Traffic Acts).
- Anyone who has other insurance covering the same liability.
- Liability for loss of, or damage to, property which belongs to, or is in the charge of, any person who is insured by this policy.
- Liability for more than £5,000,000 other than that which is required by the Road Traffic Acts for causing death or bodily injury.
- Liability in connection with loading or unloading your vehicle when it is off the road.
- Liability for loss or damage caused in a place where aircraft land, park or move, including the associated service roads, refuelling areas, and ground equipment parking areas.
- Liability for pollution or contamination unless it is caused by a sudden and identifiable event which is accidental and unexpected.
- Any injury, legal liability, loss or destruction of or damage to any property or any associated loss or expense that arises directly or indirectly as a result of:
 - grinding, cutting, welding or soldering operations and/or
 - use of blowlamps or torches, on or in your vehicle.

Part 2b: Liability for automated vans in Great Britain

We'll provide cover for accidents caused by your automated vehicle when it is lawfully driving itself on a road or other public place in Great Britain.

Does this cover apply to my vehicle?

The cover in this sub-section will only apply to your vehicle if it has been identified on the Secretary of State's list of motor vehicles that may safely drive themselves.

If your vehicle isn't identified on the list, the cover in this section won't apply to your policy.

Words with a specific meaning

When we use these words or terms in this sub-section they have these specific meanings (unless we say differently).

Insured person The policyholder and anyone else insured by this policy to drive your automated car with your permission.

Where am I covered?

We'll only provide the cover in this sub-section in Great Britain, which is:

England.
Scotland.
Wales.

This is because this sub-section has been written to comply with the laws of Great Britain.

If your automated vehicle is involved in an accident when it is lawfully driving itself outside Great Britain (including when it is lawfully driving itself in Northern Ireland, the Channel Islands or the Isle of Man), the rest of your policy will apply.

What is insured

We will provide cover for an accident caused by your automated vehicle when it is lawfully driving itself on a road or other public place in Great Britain and:

- injures or kills any person (including the person in charge of your automated vehicle), and/or
- damages property.

You must keep the software of your automated vehicle up to date and you must not modify it other than in accordance with any manufacturer's instruction.

What is not insured

We won't cover any loss, damage or injury:

- That takes place outside of Great Britain.
- Caused by your automated vehicle driving itself at any time or place that the use of automated functions is unlawful.
- To the extent that an accident was caused or contributed to by any party suffering loss, damage or injury.
- To an insured person if the accident is caused by a failure to install safety critical updates to your automated vehicle or its software has been altered without the approval of the manufacturer. We may also require an insured person to repay us any amounts that we are required by law to pay.
- To the person in charge of your automated vehicle where the accident was wholly due to that person's negligence in allowing your automated vehicle to begin driving itself when it was not appropriate to do so.
- To property which an insured person owns or is responsible for. That's covered by another insurance policy.
- To your automated vehicle or trailer.
- To goods carried for hire or reward.
- We won't cover legal costs or expenses.

You may be covered for some of these exclusions under other sections of your policy – please check your policy carefully. If you have any questions, please get in touch.

Part 3: Personal belongings

We will pay up to £150 for personal belongings in your vehicle if they are lost or damaged by an accident, fire, theft or attempted theft.

We will not cover loss of or damage to:

- money, stamps, tickets, documents, cheques or share or bond certificates; or
- tools, goods, samples or equipment you or anyone insured by this policy carry in connection with any trade or business.

Part 4: Personal Accident

What is insured

We will pay you or your legal representatives £5,000 if you or your spouse/civil partner are accidentally injured while travelling in or getting into or out of your vehicle, and this injury alone results, within three calendar months of the date of the accident, in:

- death;
- total irrecoverable loss of sight in one or both eyes; or
- loss of any limb.

What is not insured

We will not cover:

- any injury or death connected with a person taking or attempting to take their own life;
- anyone who is convicted for driving while under the influence of drink or drugs at the time of the accident; or
- an injured person under this policy if we insure them against personal accident under any other motor insurance policy.

The most we will pay in any period of insurance is £5,000.

Part 5: Medical Expenses

We will pay up to £100 in medical expenses which must be paid for each person being carried in your vehicle if they are injured in an accident involving your vehicle.

Part 6: No Claim Bonus

If no claim is made under this policy, we will reduce the premium you pay when you renew it according to our current scale of No Claim Bonus. You cannot transfer this bonus to another person.

If you have not paid all the premiums you owe, we will not issue proof of your No Claim Bonus.

In the event of a claim being made the No Claim Bonus will be stepped back in accordance with the following scale:

No. of years bonus at the start of the period of insurance	No. of years bonus at the next renewal date following:		
	1 claim	2 claims	3 claims or more
7 or more	3 years	1 year	Nil
4 to 6 years	2 years	Nil	Nil
3 years	1 year	Nil	Nil
2 years	Nil	Nil	Nil
1 year	Nil	Nil	Nil

Your No Claim Bonus will not be reduced as long as we have got back all that we have paid from those who are responsible.

Protected bonus

If this is shown in your schedule, your No Claim Bonus is protected. You will keep your No Claim Bonus protection unless you have;

- more than one claim in a period of cover; or
- more than two claims in any three periods of cover in a row.

If we have to reduce No Claim Bonus we will do so as follows.

Number of claims in a period of insurance	No. of years bonus at the start of period of insurance:	
	5 or more years	4 years
2 claim	2 years	1 year
3 or more claims	Nil	Nil
Number of claims in three periods of insurance in a row		
3 claims	2 years	1 year
4 or more claims	Nil	Nil

Part 7: Foreign Use

Compulsory cover

This policy also provides the minimum cover you need by law to use your vehicle in:

- any country which is a member of the European Union; and
- Jersey, Guernsey, the Isle of Man and any country listed below which the Commission of the European Community approves as meeting the requirements of Article 8 of EC Directive 2009/103/EC on Insurance of Civil Liabilities connected with using motor vehicles.

Countries include:

Andorra, Austria, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Italy, Latvia, Lithuania, Luxembourg, Malta, Montenegro, Netherlands, Norway, Poland, Portugal, Romania, Serbia, Slovakia, Slovenia, Spain, Sweden and Switzerland including Liechtenstein.

Full policy cover

You may ask us to extend the policy to give the cover shown in your schedule. If we agree to do this, you must give us full details including who will drive and what your vehicle will be used for, and pay an extra premium. This will cover your vehicle while it is in and being transported between any countries shown in the International Motor Insurance Card (Green Card) or the United Kingdom.

If you cannot drive the vehicle because of loss or damage covered by this policy, we will also pay the reasonable cost of delivering it to your address in the United Kingdom.

We will also pay the amount of customs duty you have to pay as a result of the loss or damage.

General Exceptions

1 This policy does not provide insurance when any vehicle covered is:

- a** being driven by, or in the charge of, anyone not covered in your certificate of motor insurance or schedule;
- b** being used for purposes that are not shown in your certificate of motor insurance;
- c** being driven with your permission by anyone who you know has not got a driving licence or who you know is disqualified from holding or getting a licence; or
- d** being driven by or in the charge of anyone who does not keep to the conditions of their driving licence
- e** manufactured as or been modified as a motorhome or a campervan (a motorhome / campervan is a motor vehicle equipped with living accommodation).

Any cover you have for loss of, or damage to, your vehicle continues while the vehicle is being repaired or serviced by a member of the motor trade.

2 This policy does not insure liability which anyone covered by this policy has as a result of an agreement or contract unless they would have had that liability if the agreement or contract did not exist.

3 War, Government Action and Terrorism

This policy does not insure any loss or damage, or liability caused by War, Government Action or Terrorism, except as is strictly required under the Road Traffic Act.

War shall mean war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to popular rising, military rising, insurrection, rebellion or military or usurped power.

This General Exception shall not apply to loss or damage, to property insured by this policy, where directly or indirectly caused by the

detonation of munitions of war, or parts thereof, within one mile of your vehicle, provided that the presence of such munitions does not result from a state of war current at the time of loss or damage. This detonation of munitions exception to this General Exception does not apply to property which is outside the United Kingdom, the Channel Islands or the Isle of Man.

Government Action shall mean martial law, confiscation, nationalisation, requisition or destruction of or damage to property by or under the order of any government or public or local authority or any action taken in controlling, preventing, suppressing or in any way relating to War.

Terrorism shall mean an act or acts (whether threatened or actual) of any person or persons involving the causing or occasioning or threatening of harm of whatever nature and by whatever means made or claimed to be made in whole or in part for political, religious, ideological or similar purposes, or any action taken in controlling, preventing or suppressing or in any way relating to such act or acts.

4 This policy does not provide insurance except under part 2 (Liability to Others) for any accident, injury, loss or damage caused by:

- a** an earthquake; or
- b** riot or civil commotion if it happens outside Great Britain, the Isle of Man or the Channel Islands.

5 This policy does not provide insurance for any loss, damage or liability caused directly or indirectly by:

- ionising radiation or contamination by radiation from any irradiated nuclear fuel or from any nuclear waste from burning nuclear fuel; or
- the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or any part of it.

- 6** We will not insure legal proceedings or court judgements unless they result from the use of your vehicle and the proceedings are brought in a country which we have agreed this policy will cover. Any other legal proceedings must be brought in an English or Welsh court.

If you live in the Isle of Man or the Channel Islands, any legal disputes will be dealt with by the courts and under the laws of those islands.

7 Automated vehicles

We won't cover any loss, damage or injury caused by your automated vehicle driving itself at any time or place that the use of automated functions is unlawful.

Unless we're required to do so under the law of the country in which the accident occurs, we won't cover any loss, damage or injury:

- To the person in charge of your automated vehicle where the accident was wholly due to that person's negligence in allowing your automated vehicle to begin driving itself when it was not appropriate to do so.
- To an insured person if the accident is caused by a failure to install safety critical updates to your automated vehicle or its software has been altered without the approval of the manufacturer. We may also require an insured person to repay us any amounts that we are required by law to pay.

- 8** We don't cover any loss, damage, legal liability, cost or expense caused by:

- failure, or partial failure of any computer or computer system
- loss or partial loss of any electronic data
- repair, replacement or restoration of any electronic data
- A cyber event

Cyber event. An unauthorised, malicious or criminal act that creates, or intends to create, an outcome that includes, but is not limited to:

- interruption to electronic communications;
- corruption, unauthorised access to, or theft of data;
- hacking or service denial.

Conditions

- 1** The insurance described in this policy will apply only if you and any person claiming to be covered by this policy have kept to all the terms and conditions of this policy.

Failure to comply with any of the terms and conditions of this policy where they are material or relevant to any claim will entitle us to reduce or avoid your claim.

- 2a** You must immediately contact us, quoting your policy number, if there is an event which could lead to a claim being made against you or by you under this policy. You must do this even if you do not plan to claim personally under this policy or if damage to your own vehicle is not covered by this policy.

You must also send us any letter, notice, claim form, court proceedings, summons, writ or communication connected with any claim arising out of any event. We will contact the people who wrote to you.

If you know about any possible future prosecution, inquest or fatal accident enquiry, you must write and tell us immediately. Our address is:

Intact Insurance Motor Claims
PO Box 256
Wymondham
NR18 9DQ

24 Hour Claims helpline **0345 607 1626**

You must not pay or agree to settle any claim without our written permission.

- 2b** We are entitled to:

- a** take over and carry out the defence or settlement of any claim in your name, or in the name of any other person insured by this policy;
- b** take proceedings in your name, or in the name of any other person insured by this policy, to get back any money we have paid under this policy; and
- c** any information and help we need from you or any other person insured by this policy.

- 2c** Other Insurances

If the insurance cover under this policy is also provided by another policy, we will only pay any sums due that are over and above the amount which is payable under the other insurance. Unless otherwise stated in this Policy:

- a** If at the time of any accident, injury, loss, destruction or damage, which gives rise to a claim, there is any other insurance effected by You or on Your behalf applicable to such accident, injury, loss, destruction or damage, Our liability shall be limited to its rateable proportion thereof; and
- b** If any other such insurance is subject to any provision whereby it is excluded from ranking concurrently with this Policy, whether in whole or in part or from contributing rateably, then Our liability hereunder shall be limited to any excess beyond the amount which would have been payable under such other insurance had this Policy not been effected.

This Condition does not apply to Part 4 Personal Accident.

- 3a** Cancellation by us

We or your insurance adviser may cancel this policy by sending you seven days' notice in writing to your last known address. Valid reasons may include but are not limited to:

- where you are required in accordance with the terms of this policy, to co-operate with us, or send us information or documentation and you fail to do so in a way that substantially affects our ability to process your claim, or deal with your policy;
- where there are changes to your circumstances which mean you no longer meet our criteria for providing motor insurance;
- where you have used threatening or abusive behaviour or language or you have intimidated or bullied our staff or suppliers

we will refund the unused part of your premium.

3b Cancellation by you

If you wish to cancel your policy outside of the first 14 days (shown on page 4 of this policy) you can contact us or your insurance adviser. If you or others have not made a claim in the current insurance year, we will refund any premium paid less a pro rata charge for the number of days for which cover has been given. Insurance Premium Tax where applicable is charged on the net refund.

4 You and any other person who is covered by this policy must do everything possible to:

- a** keep your vehicle in an efficient, safe and roadworthy condition;
- b** protect it from loss or damage; and
- c** There must be a valid Department for Transport test certificate (MOT) in force for the insured vehicle if one is needed by law. In the absence of a valid Department for Transport test certificate (MOT) all cover under section Part 1 of this insurance is cancelled and of no effect
- d** make sure any manufacturer's standard security device fitted to your vehicle is operational when your vehicle is left unattended;
- e** allow us to examine your vehicle at any reasonable time if we ask you;
- f** ensure the recharging of the insured vehicle is in accordance with manufacturer's guidance;
- g** ensure any electrical vehicle charging equipment is installed by an Office for Low Emission Vehicles approved installer and subject to maintenance in accordance with instructions and guidance provided by manufacturers and installers; and
- h** ensure an electric vehicle is charged outside the building.

5 If a claim is made under this policy and there is another policy that covers the claim, we will pay only our share of the claim.**6** You must tell us what modifications you intend to make and obtain our agreement prior to making them. Modifications are changes to your vehicle's standard specification, including optional extras. These include, but are not restricted to, changes to the appearance and/or the performance of your vehicle (including wheels, suspension, bodywork and engine).

Failure to provide correct information or inform us of any changes could adversely affect your policy, including invalidating your policy or claims being rejected or not fully paid.

7 You must be honest and truthful in your dealings with us at all times.

If you, any person insured under this policy or anyone acting on your behalf attempts to deceive us or knowingly makes a false claim, we have the right to cancel your policy, refuse claims and retain any premium paid. We may recover from you any costs we have incurred, including the costs of investigating the claim.

We will not pay a claim which is in any way fraudulent, false or exaggerated.

We will also not deal with any claims following discovery of this behaviour regardless of when the claims occurred.

In addition, we have the right to cancel any other products you hold with us and share details of this behaviour with other organisations to prevent further fraud. We may also involve the relevant authorities who are empowered to bring criminal proceedings.

8 If under the laws of any country where this policy applies, we have to make a payment which we would not otherwise have paid under this policy, you or the person who caused the accident must repay that amount to us.**9** If more than one company or person is named as the insured in the schedule, the insurance will apply to them together and separately.

10 Sanctions, Prohibitions or Restrictions

We shall not provide cover or be liable to provide any indemnity or payment or other benefit under this Policy if and to the extent that doing so would breach any Prohibition.

If any Prohibition takes effect during the Period of Insurance, We or You may cancel that part of this Policy which is prohibited or restricted with immediate effect by giving written notice to the other at their last known address.

If the whole or any part of this Policy is cancelled, We shall, if and to the extent that it does not breach any Prohibition, return a proportionate amount of the premium for the unexpired period subject to minimum premium requirements and provided no claims have been paid or are outstanding.

For the purpose of this Condition a Prohibition shall mean any prohibition or restriction imposed by law or regulation including but not limited to:

- a** any prohibition or restriction under United Nations resolutions;
- b** any prohibition or restriction under the trade and/or economic sanctions laws and/or regulations of the United Kingdom, the European Union, the United States of America (including secondary sanctions) or any other jurisdiction relevant to the parties; and
- c** any licence requirement and/or regulations in respect of transit and/or export control, under those laws and/or regulations, unless such licence or regulatory approval has been obtained prior to the activity commencing and We have approved the provision of insurance for the activity concerned.

Notes for your information

This is not part of your policy

1 Accidents and losses

You must report all accidents and losses **0345 607 1626** or ask your insurance adviser for a report form. Windscreen claim line number is **0800 783 4695**.

Alternatively report your claim on the web at **www.intactinsurance.co.uk/claims**.

Legal procedures now make it vital that you report any accident at once. Strict time scales have been set for dealing with claims, in particular those involving bodily injury. Heavy financial penalties may be imposed by the courts if you do not keep to these. This may affect our ability, as your insurer, to mount the best defence on your behalf.

Delay can involve us in higher costs which may go against your driving record. If the delay is extreme, we may refuse to cover you.

If your vehicle is damaged in a way which is insured under the policy, ask for details of the nearest recommended repairers so that you can get your vehicle back on the road as soon as possible.

Please do not admit that any accident was your fault.

Please try to get the names and addresses of witnesses.

Please take photographs of the accident scene if at all possible.

Please send us immediately any letters, summonses, writs or notices you receive and do not answer them.

2 Changes to the insurance

You must tell your insurance adviser about the following before you need cover, and receive a cover note or certificate of motor insurance:

- if the owner of your vehicle changes;
- if you replace your vehicle or modify it;
- if the drivers or how you use your vehicle change.

Please tell your insurance adviser about changes of address or occupation as soon as you can. You must tell your insurance adviser about the following before the next renewal date:

- accidents, thefts or losses (whether covered by insurance or not and regardless of blame) where these have not been previously reported to your insurance adviser.
- motoring convictions (including fixed penalty offences) or prosecutions you expect or outstanding police enquiries. Criminal convictions or charges for a criminal offence. Physical or mental impairments.

3 Travel abroad

If you are going abroad, please:

- give your insurance adviser 14 days' notice whenever possible; and
- check that the countries you are driving in are covered by this policy and that the cover matches that which is shown in your schedule.

Important Note

The Road Traffic Acts state that it is an offence to make a false statement, or to withhold information to obtain a Certificate of Motor Insurance.

It is a condition of your policy that you agree to us using your personal data in the way set out in the data protection notice.

Please check that this policy meets your needs, it is based upon information provided to us by you at the time of quotation. You must take reasonable care to provide us with accurate information and you should notify us immediately if anything is incorrect or if you are unsure about any details. Providing inaccurate information could adversely affect your policy, including invalidating your policy and claims being rejected or not fully paid.

Please note that the statement of fact or the proposal form, policy booklet, schedule and any additional information on the insurance provided by you will be the basis of the contract between us.

Your Personal Information

Data privacy is important to Us and We are committed to ensuring that personal data is protected. Our Privacy Notice details how We collect, use, share, and protect personal data. This can be found by going to Our website, **www.intactinsurance.co.uk/privacy-notice/**

If You would like a printed copy of the full notice (a large text version is available), please contact Us.

We obtain Your personal data and that of any joint policyholders or other parties who may be covered by Your Policy from You or those individuals themselves, Your insurance broker if You have one, claims handling suppliers and third parties such as credit reference agencies, the DVLA and other insurance industry sources for example, the Motor Insurance Database, the Claims and Underwriting Exchange and fraud prevention databases.

We use personal data for a number of different purposes, for example to:

- a** manage Your application, quotation and/or Policy;
- b** process claims;
- c** prevent and detect fraud and financial crime;
- d** update existing and develop new products and services;
- e** carry out risk and pricing modelling; and
- f** meet Our legal and regulatory requirements.

Please be aware that telephone calls may be recorded for training and monitoring purposes.

We will always keep personal data confidential, however it may be necessary to share personal data with third parties where there is a valid

reason to do so. For example, We may need to share personal data with:

- a** other parties involved in a claim and/or their representatives.
- b** contractors, partners, and suppliers who assist Us in the administration of Your application, quotation and/or policy or help Us to process any claims; and
- c** government agencies, regulators, auditors, reinsurers, and fraud prevention agencies where required to fulfil Our legal, commercial, and regulatory obligations.

We will retain Your personal data (and that of any joint policyholders or other parties who may be covered) for as long as We have a business relationship with You. Once this relationship has ended (for example, Your Policy has expired, Your application is declined or You do not proceed with a quotation) We will only retain such personal data for as long as is necessary to satisfy Our legal, accounting or reporting obligations, or as necessary to resolve any disputes.

Data Protection Laws also gives You various rights over Your personal data. More details of these rights can be found in Our Privacy Notice.

You may request a copy of Your personal data from Us by writing to:

Data protection Officer
P O Box 255
Wymondham
NR18 8DP

Motor Insurance Database

Information relating to your policy will be added to the Motor Insurance Database (MID) managed by the Motor Insurers' Bureau (MIB). The MID and the data stored on it may be used by certain statutory and/or authorised bodies including the Police, the DVLA, the DVANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

- Electronic Licensing (Tax Discs),
- Continuous Insurance Enforcement,
- Law enforcement (prevention, detection, apprehension and/or prosecution of offenders),
- The provision of government services and/or other services aimed at reducing the level and incidence of uninsured driving.

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

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

It is vital that the MID holds your correct registration number. It is our responsibility to update your policy to the MID. We fully comply with the agreements in place with the MIB to update your details within seven days; however it is important that you check your policy documents ensuring that the registration number is recorded correctly.

If it is incorrectly shown on the MID you are at risk of having your vehicle seized by the Police. You can check that your correct registration number is shown on the MID at **www.askMID.com**.

If the registration number is not shown correctly on your policy documents, or you cannot find your vehicle on the MID, please contact us immediately.

