

Countrywise Insurance Motor

Policy Wording



Welcome

Thank you for choosing to insure with us.

Countrywise is a product of MSIG Europe SE.

MSIG Europe SE is part of the global top-10 non-life insurance provider MS&AD and stands within a 400-year legacy providing insurance solutions to all manner of companies around the world. We understand and calculate risk to protect and help businesses mitigate against life's inevitable and varied challenges.

It is a mission of MSIG Europe SE to provide a distinct client experience and quality of service that delivers exceptional customer satisfaction.

Contract of Insurance

Where a word appears in **bold** text, please refer to Definitions on page 7 of this **policy**.

The language of **your policy** and any communication throughout the duration of the **period of insurance** will be English.

This **policy** is evidence of a legal contract between **you** and **us**. This **policy** is a contract personal to **you** and may not be assigned or transferred in any circumstances and no person apart from **you** (or in the case of **your** death **your** legal representative) will have any rights against **us** in respect of the subject matter of this insurance or any rights to receive monies payable either before or after the loss and whether admitted or not, unless this right has been endorsed on this **policy** and signed by **us**.

This **policy** document, **certificates of motor insurance**, **schedule** and any **endorsements** form the contract of insurance between **you** and **us** and they must be read together as one contract. The covers applicable to **your** insurance are specified on the **schedule**.

It is important that **you** read all of these documents carefully to make sure that **your** requirements are being met. If **your** requirements are not being met, or if **your** requirements change, **you** should contact **your** insurance adviser at **your** earliest opportunity.

This contract provides both **you** and **us** with certain rights and obligations, details of which are stated in this **policy**. This includes but is not limited to **you** or **your** representative supplying **us** with accurate and complete information. The information **you** or **your** representative have supplied has been relied upon by **us** offering the contract of insurance.

Furthermore, **you** must notify **us** if there is a material change to the information that has been provided. To provide **us** with this information, or if **you** are unsure as to whether or not certain facts should be disclosed, please contact **your** insurance adviser.

In consideration of the premium **you** have paid or have agreed to pay **we** will insure **you** during the **period of insurance** against liability, loss or damage to property arising out of the use of the **insured vehicle** in accordance with the terms, conditions and exclusions of this **policy**.

Our Regulator

MSIG Europe SE (UK Branch) with the company registration number FC038781 and offices at The Leadenhall Building, 122 Leadenhall Street, EC3V 4AG, tel. +44 (0)20 7746 1000.

MSIG Europe SE is authorised and regulated by the National Bank of Belgium. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority.

Details about the extent of our regulation by the Prudential Regulation Authority and the Financial Conduct Authority are available from us on request.

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Your Duty To Report An Accident Or Loss That May Or May Not Result In A Claim

At the earliest opportunity and ideally the same day, **you** must notify **us** of any accident or loss involving the **insured vehicle, trailer or implement**, irrespective of blame and regardless of whether **you** think a claim would be made against this **policy**.

The earlier **we** receive **your** report, the quicker **we** can act to

- a) have **your insured vehicle, trailer or implement** repaired, and/or
- b) deal with any third party allegations and
- c) where **you** are at fault for an accident, **we** can arrange for the other vehicle to be repaired by **our** approved repairer, thereby reducing the cost of the claim made against **your policy**.

Depending on the vehicle type, please contact **us** using the relevant options shown on pages 4 or 5 "How to contact us to report an accident or loss, or to arrange repair".

Our dedicated team of claims handlers understand that being involved in an accident or suffering a loss can be is upsetting, hence they are here to assist **you** through this process and get **you** back on the road quickly.

When reporting the accident or loss to **us**, **we** will require **you** to provide **us** with the following, if available:

- **Your policy** number, **your** name, and details of your driver.
- **Your** vehicle registration number, chassis number or other identification.
- Date, time and location of the incident.
- Details of what happened and what damage / injuries are evident.
- Details of all other parties / witnesses.
- Police reference number, if applicable.
- Tachograph recordings, original photographs, CCTV and / or dashcam footage.

We will not pass on accident details to any other party. If **you** are contacted by somebody offering to assist **you** to make a claim, please be aware that they will not have been instructed by **us** and therefore **we** can accept no responsibility for the advice or service that they may give **you**.

How To Contact Us To Report An Accident or Loss, Or To Arrange Repair Of Your Car, Commercial Vehicle Or The Like

Windscreen and Window glass damage (excluding panoramic roofs)

If **your policy** includes windscreen and window glass cover, please contact our approved glass specialist on **01827 309410** who will arrange for the repair or replacement of the windscreen or window glass and for the invoice to be sent direct to **us** for payment (less any excess and VAT where applicable).

If **you** choose not to use **our** approved glass specialist, **we** would request that that **you** send to **us** the original receipted invoice paid by **you** and **we** will reimburse **you** as appropriate (less any **excess** and VAT where applicable). **We** would remind **you** that use of a non-approved repairer incurs an increased **excess**.

For any other type of damage or loss

Please contact **us** by using **your** mobile device's camera to capture the following QR code:

*Select the link displayed on your device to be taken directly to **our** claims homepage, where **you** can report, provide details, and add images that will assist **us** to deal with **your** claim quickly.*



Alternatively, **you** may contact **us** at the following:

Online: MSIGEUclaims.mpl.com

Email (new claim): MSIGEUagri.newclaims@mplclaims.com

Email (Existing claim): MSIGagriclaims@mplclaims.com

Call: 01245 396612

Where covered by this **policy**, **you** have the option to have **your insured vehicle** repaired as follows:

Use of our Approved Repairer

We recommend that **you** take advantage of **our** approved repairer scheme. **We** will arrange for the approved repairer in **your** area to contact **you** and arrange for the collection of **your** vehicle at a convenient time and date. If available, the approved repairer will provide **you** with a courtesy car for the duration of the repair. Refer page 36 "Courtesy car" for more information.

Our approved repairer will email **us** details of their estimate for the repair, which will enable **us** to process **your** claim quickly and allow for the repair to be authorised without delay.

Upon completion of the repair, the approved repairer will return **your** vehicle to **you** having sent the invoice directly to **us** for payment. They will however require **you** to pay to them any **excess** that applies, together with any amount of VAT (if **you** are VAT registered).

Use of non-Approved Repairer

You must still contact **us** to report the incident.

Should the total cost of the repair not exceed **GBP750** then **you** do have the option to give **your** own authority for the repairs to commence. **You** will need to send **us** photographs of the damage and ensure that **you** or the repairer retain the damaged parts in case **we** need to inspect them at a later date.

Upon completion of the repair, **we** would simply request that **you** send to **us** the original receipted invoice paid by **you** and **we** will reimburse **you** as appropriate less any **excess** that applies, together with any amount of VAT (if **you** are VAT registered).

Where the accident was somebody else's fault

If **you** are involved in an accident where **you** are confident that another party is at fault, **you** may wish to pursue a claim for your injury and/or losses from the causer using the legal assistance under Section 6 - Uninsured Loss recovery of this **policy**, using the services of **our** preferred claims partner ARAG plc. Please make this known to **us** when reporting the incident, or if **you** prefer, contact ARAG plc direct on 0330 000 7906.

How To Contact Us To Report An Accident Or Loss, Or To Arrange Repair Of Your Agricultural Vehicle, Trailer or Implement

Please contact **us** by using **your** mobile device's camera to capture the following QR code:

*Select the link displayed on your device to be taken directly to **our** claims homepage, where **you** can report, provide details, and add images that will assist **us** to deal with **your** claim quickly.*

Alternatively, **you** may contact **us**:

Online: [MSIGEUclaimsimpl.com](https://msigeuclaimsimpl.com)

Email (new claim): MSIGEUagri.newclaims@mplclaims.com

Email (Existing claim): MSIGagriclaims@mplclaims.com

Call: 01245 396612



Repairer options

Regardless of which option **you** choose, **you** must still contact **us** to report the incident.

Where covered by this **policy**, **you** have the option to have **your insured vehicle, trailer or implement** repaired as follows:

Option 1 (recommended):

We will arrange repair of **your insured vehicle, trailer or implement** using a qualified repairer in your area, together with any relevant inspection by an independent Engineer should this be needed.

Once costs have been agreed, **we** will provide the repairer with **our** authority for them to complete the repair and for the invoice to be sent directly to **us** for payment. The repairer will require **you** to pay to them any **policy excess** that applies, together with any amount of VAT (if **you** are VAT registered).

Option 2:

Arrange **your** own repair.

Should the total cost of repair exceed **GBP750** **you** will need to contact **us** as **we** may need to arrange an inspection of **your vehicle** by an independent Engineer. **We** will provide the repairer with **our** authority for them to repair **your vehicle** and for the invoice to be sent to **us** directly for payment. The repairer will require **you** to pay them any **excess** that applies together with any amount of value added tax (if **you** are VAT registered).

If the total cost of repair does not exceed **GBP750** then **you** have the option to give **your** own authority for the repairs to commence. **You** will need to take photographs of the damage and ensure that **you** or the repairer retain the damaged parts in case **we** need to inspect them at a later date.

Upon completion of the repair, **we** would simply request that that **you** send to **us** the original receipted invoice paid by **you** and **we** will reimburse **you** less any **excess** that applies, together with any amount of VAT (if **you** are VAT registered).

Where the incident was somebody else's fault

If **you** have been involved in an accident where **you** are confident that another party is at fault, **you** may wish to have **your** claim dealt with under Section 6 - Uninsured Loss Recovery of this **policy**, using **our** preferred claims partner ARAG plc. Please make this known to **us** when reporting the incident, or if **you** prefer, contact ARAG plc direct on 0330 000 7906.

Definitions

The following definitions apply to all of your policy, other than Section 6 – Uninsured Loss Recovery.

*The following words will have the same meaning wherever they appear in this **policy**, **schedule**, **certificate of motor insurance** or any **endorsement** forming part of this **policy**. To help identify these words they will appear in **bold** in the **policy** wording. Where the singular is used, this will include the plural and vice versa.*

Accessories and spare parts

Replacement or additional parts, including **Audio, Visual and Navigation** equipment that can be installed in or on the **insured vehicle** for the purpose of enhancing its comfort, appearance and/or performance, excluding parts which are:

- (a) directly related to the working mechanisms of the **insured vehicle**
- (b) tools, wagon sheets, ropes, tarpaulins, **implements** or mobile phones, mobile navigation devices and the like.

Advanced Driver Assistance System

A technological feature of the **insured vehicle** that applies additional safety features to help prevent or reduce the severity of an accident.

Agricultural vehicle

A vehicle which is constructed to operate primarily as an agricultural tool of trade, which is not a passenger carrying vehicle and is not designed for the carriage of goods; including but not restricted to plant, tractor, forestry vehicle, all-terrain vehicle, quad bike, harvester and the like.

Audio, Visual and Navigation Equipment

- (a) audio, satellite navigation, tracking, telematics, multimedia, and communication equipment (excluding telephones) permanently fitted to the **insured vehicle** (other than by the vehicle manufacturer) which is unable to operate independently from the **insured vehicle**.
- (b) global positioning system (GPS) including portable parts that can be fixed to the **insured vehicle**, either directly or in a fixed housing.

Car

A private passenger carrying vehicle with less than 8 passenger seats;

Certificate of motor insurance

A document which is legal evidence of **your** insurance and forms part of this **policy**.

Commercial customer

Any entity, business, organisation, or individual that purchases insurance for purposes related to their trade, business, or profession.

Commercial vehicle

A motor vehicle manufactured or adapted for the carriage of goods or livestock (other than an **agricultural vehicle**);

Compulsory motor insurance legislation

The Road Traffic Act, and any other Acts, Laws or Regulations which govern the insurance of liabilities to Third Parties arising from the driving or use of a motor vehicle in any country in which this **policy** operates.

Consumer

A natural person who purchases insurance wholly or mainly for purposes outside their trade, business, or profession.

Electric vehicle

A motor vehicle which derives some or all of its power from an electric motor, excluding E-Bikes and E-Scooters

Definitions

Employee

Any person who undertakes work for **you** or on **your** behalf, including:

- (a) employed by **you** under a contract of employment or apprenticeship, or;
- (b) supplied to **you** for the purpose of study work or training experience, or;
- (c) a prospective **employee** who is undergoing practical work experience while being assessed by **you** as to his or her suitability for employment, or;
- (d) a family member or voluntary helper working under **your** supervision and control and in connection with the business, or;
- (e) any other person who is contracted to perform work for **you**, who in all other respects **you** have arranged to insure on the same basis as **your** other **employees** and who performs work under **your** supervision.

Endorsement

An amendment shown in **your schedule** which alters, restricts, or adds to **your policy**.

Excess

A financial contribution, being the first part of each claim which **you** must pay.

*Note: The **excess** will apply to each **insured vehicle** separately. Where more than one **excess** applies, **we** will add these together. Where the Section carries a separate financial limit, the separate limit applies over and above the value of the **excess** as specified in the **schedule**.*

GBP

Great Britain Pound sterling, the official currency of the **United Kingdom**.

Hazardous goods

Goods of a generally hazardous or dangerous nature and/or quantity that require carriage in accordance with:

- (a) The Dangerous Substances (Conveyance by Road in Road Tankers and Tank Containers) Regulations 1992; and /or
- (b) The Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009; and/or
- (c) The Carriage of Dangerous Goods Manual published by the Health and Safety Executive; including amendments to and re-enactments or replacement of such regulations or directives and any other legislation of similar intent (including subsequent legislation, if applicable) and will include their equivalents in any jurisdiction in which this **policy** operates.

Implement

A tool of trade that is required to be attached to the **insured vehicle** to allow the **insured vehicle** to perform a particular task.

Insured vehicle

Any motor vehicle advised to **us** and shown in **your Schedule**.

Market value

The cost of replacing the **insured vehicle**, **trailer** and/or **implement** (at the time the loss occurred) in an open and fair market with one of the same make, model, mileage / hours (where applicable), specification and condition as determined by an independent motor engineer (or loss adjuster as appropriate) but not greater than the last value shown on **your schedule**.

Micro-enterprise

Any business that has an annual turnover or balance sheet of 2 million Euros or less and fewer than 10 employees or as subsequently defined by the Financial Conduct Authority Handbook.

Misdelivery

The delivery of goods at a time or place or in a manner not meeting contractual requirements, including circumstances where the driver or attendant has acted incorrectly or been mis-directed.

Definitions

Period of insurance

The period shown in the **schedule** and any subsequent period for which **we** have agreed to provide insurance and **you** have paid or agreed to pay the premium, subject to the terms, conditions, and exclusions of this **policy**.

Personal effects

Portable items while inside but not permanently fitted to the **insured vehicle** which **you** would wear or carry for personal use, adornment or convenience, including but not limited to audio equipment, multimedia equipment, communication equipment, navigation equipment and personal computers, but excluding jewelry, money, stamps, tickets, documents, securities, property of fee paying passengers and/or tools, goods or samples being carried in connection with any trade or business.

Policy

This **policy** document together with any **schedule**, **endorsement** or **certificate of motor insurance** issued by **us** in connection with this insurance, which must be read together as one contract.

Pollution or Contamination

The actual or threatened release, discharge, escape or dispersal of any unwelcome solid, liquid, gaseous or other element that causes contamination to the environment and / or substance to which it is introduced.

Principal

Any person, company, local authority or other body with whom **you** have entered into a contract or agreement for the performance of work in connection with **your** business.

Private hire

Use for the carriage of passengers for hire or reward by direct booking through a licensed operator, other than **public hire**.

Public hire

Use for the carriage of passengers for hire or reward, including plying for hire in the streets or operating from a rank or central stand but excluding **private hire**.

Schedule

This is the document unique to **your policy** that provides **you** with a summary of **your policy's** key information, including the level of cover chosen and any limits, restrictions and **endorsements** that apply to **your policy**.

Statement of fact

This is the document unique to **your policy** that shows the information provided by **you**, which **we** then rely on in setting the premium and terms of **your policy**.

Terrorism

Any acts including but not limited to the use of, or the threat of use of force or violence as defined in the Terrorism Act 2000 (or subsequent amendments to, or successors of) committed for political, religious, racial, or ideological purposes and with the intention to influence any government and/or to put the public or any section of the public in fear.

Trailer

A wheeled or tracked vehicle manufactured not to be mechanically driven that is properly constructed to be towed by a motor vehicle and includes articulated trailers, semi-trailers and draw bar trailers.

United Kingdom

England, Scotland, Wales, and Northern Ireland.

We/us/our

MSIG Europe SE

You/your

The insured company, person or people named as the policyholder in the **schedule** and **certificate of motor insurance**.

General Information

Privacy notice

The latest version of the MSIG Europe SE privacy notice can be viewed using the following link:

<https://msig-europe.co.uk/data-privacy-notice>

Motor Insurance Database

Information relating to your insurance 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 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:

- a) electronic licensing
- b) continuous insurance enforcement
- c) law enforcement (prevention, detection, apprehension and or prosecution of offenders)
- d) the provision of government services or other services aimed at reducing the level and incidence of uninsured driving.

If a vehicle of yours is involved in a road traffic accident (either in the United Kingdom, the EEA or certain other territories), insurers or the MIB may search the MID to obtain relevant information.

Persons (including their 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 correct registration numbers for your vehicles. If incorrect details for any of your vehicles are shown on the MID you are at risk of having the relevant vehicle seized by the police. You can check that correct registration number details for your vehicles are shown on the MID at www.askmid.com

Financial Services Compensation Scheme

UK insurers are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if an insurer is unable to meet its obligations to **you** under this **policy**. If **you** were entitled to compensation from the Scheme, the level and extent of the compensation would depend on the nature of this **policy**. Further information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St. Boltuph Street, London EC3A 7QU) and on their website www.fscs.org.uk.

Your Obligations

These are the conditions and obligations of the insurance that **you** need to meet as **your** part of this contract. If **you** do not meet these obligations, **we** may reject or reduce a claim payment. In some circumstances **your policy** may not be valid meaning that you have no cover whatsoever.

Note: Conditions may be added or amended by **endorsement** that can be found on **your current schedule**.

Your Information

You are responsible for the information **you** or **your** appointed representative has provided to **us**. **You** should ensure that the information provided is, as far as **you** know, correct and complete.

If **you** fail to give **us** complete and accurate information, this could lead to **us** changing the terms of **your policy**, refusing **your** claim or the insurance not being valid.

You must, if requested, provide **us** with all relevant information and documentation in relation to this insurance.

If you are a consumer:

By entering into this insurance contract as a **Consumer**, **you** have a duty to take reasonable care to provide an accurate and correct representation of the information that **you** provide to **us** in connection with **your** insurance policy, both at inception of this **policy** and during the **period of insurance**.

As **your** insurers, **we** rely upon the information **you** provide to set the premium and terms for **your** insurance policy.

The remedies **we** are entitled to take should **you** fail to meet **your** duty of care are shown in "Our rights" see page 15.

If you are Commercial Customer

By entering into this insurance contract as a **Commercial Customer**, **you** have a duty to provide **us** with a reasonably clear and accessible presentation of the risk, in accordance with Section 3(3)(b) of the Insurance Act 2015, both at inception of this **policy** and during the **period of insurance**

The remedies **we** are entitled to take should **you** fail to meet **your** duty of fair presentation are shown in "Our rights" see page 15.

Condition of the insured vehicle, trailer or implement

You must take all reasonable precautions to safeguard the **insured vehicle, trailer and implement** and maintain it in a condition that does not present an increased risk of damage, loss, or danger.

You must allow **our** authorised representative free access to examine the **insured vehicle, trailer, or implement** at any reasonable time.

Notification of vehicle and /or driver details

Before commencement of or during the **period of insurance**, **you** must notify **us** in advance if **you** wish **us** to provide cover **for** of any:

- (a) additional or temporary vehicle or any amendment to the existing vehicles
- (b) driver who would otherwise be excluded by the terms or limitations of your **policy, schedule** and/or **endorsement**.
- (c) pay any additional premium required by **us** as a result of the change.

If **you** fail to notify **us** or fail to pay the additional premium required by **us**, **you** will have no insurance cover in place.

Your Obligations

Changes to Your Details

You must tell **us** immediately about any changes to the information that **you** previously provided to **us** and shown in **your statement of fact**.

If **you** don't tell **us** about relevant changes, **your** insurance may be cancelled or a claim rejected or not fully paid, and/or different terms being applied to **your policy**. If **you** are unsure as to whether or not certain facts should be disclosed, please ask **your** insurance advisor.

Here are some examples of the changes **you** must tell **us** about:

- (a) change of address;
- (b) change of location where the **insured vehicle, trailer or implement** is kept;
- (c) details of unspent criminal convictions, motoring convictions and/or fixed penalty notices; including pending prosecutions;
- (d) changes of use of the **insured vehicle, trailer and/or implement**
- (e) new or a change to **your** occupation, trade, or business activities;
- (f) modifications to the **insured vehicle, trailer or implement**;
- (g) any accident, damage, or losses (whether claim made or not) during the past 3 years, involving anyone entitled to drive under this insurance.
- (h) anyone entitled to drive under this insurance who has ever been refused insurance, had insurance cancelled or had special terms imposed by a previous insurer.
- (i) details concerning the carriage of **hazardous goods**.

Fitness of vehicle driver and/or operator.

You must not allow anyone to drive or operate **your** vehicle if they are not fit and competent to do so. This includes them holding a valid driving licence when this is required. If **you** are unsure as to whether or not certain facts should be disclosed, please ask **your** insurance advisor.

Failure to ensure the fitness of **your** drivers may result in **your policy** being cancelled or a claim rejected or not fully paid, and/or different terms being applied to **your policy**.

Note:

Certain medical conditions must be disclosed to the Driver and Vehicle Licensing Authority (DVLA). *Details of notifiable disabilities and conditions may be found at: <https://www.gov.uk/health-conditions-and-driving>*

Breach of licence conditions

Where applicable, **you** will hold the appropriate operator's or other licence and at all times comply with the terms and conditions of the licence.

If **you** lose **your** operator's licence the cover provided by this **policy** will be reduced to the minimum required by any **compulsory motor insurance legislation** unless **we** have agreed otherwise.

Cessation of trading, Bankruptcy, Insolvency or Liquidation

You must notify **us** immediately if **you** cease trading, or go into liquidation, insolvency, or bankruptcy.

All cover provided by this **policy** will cease from the date that **your** business is liquidated, and no refund of premium will be allowed.

Your Obligations

Accident or Loss

As soon as practicable after any accident, loss, or event likely to give rise to a claim under this **policy you** or any person insured must:

- (a) provide **us** with full particulars of the event;
- (b) forward to **us** as soon as possible (but no later than 7 days) unanswered all letters from any third party and every claim, writ, summons or process **you** receive
- (c) advise **us** of the time and place of any impending prosecution or inquest of fatal injury;
- (d) use reasonable endeavours to obtain the names and addresses of all parties and witnesses;
- (e) notify **us** where an **insured vehicle** has been damaged as a result of riot and civil commotion in England, Scotland, Wales, the Isle of Man, or the Channel Islands;
- (f) not make any admission of liability, payment or offer of payment, or incur legal expenses without **our** written consent and **you** (or any person insured) must not in any way act to the detriment or prejudice of **our** interests;
- (g) act honestly and give **us** all assistance and information **we** require in all matters related to the claim.
- (h) take all reasonable action to mitigate the loss;
- (i) pay **us** the required amount on demand, where **you** bear any part of any claim as a result of an **endorsement** or condition of this **policy**;

Your Right To Cancel Or Suspend Your Policy Cover

You may cancel this **policy** at any time by contacting **your broker** who arranged this insurance for **you**.

Once **your policy** is cancelled, **we** will provide **you** with a cancellation **schedule** showing the amount of return premium which **you** are entitled to receive.

Where **your policy** is cancelled, and **you** are a resident of;

- (a) the Channel Islands; **you** must return to **us your certificate of motor insurance** and Windscreen Insurance Disc issued to **you**.
- (b) the Isle of Man; **you** must return to **us your certificate of motor insurance** issued to **you**.

If **you** wish to cancel and cover has not yet started, **we** will provide a full refund of the premium paid. Otherwise:

If you are a consumer or your business is a micro-enterprise

(a) Cancellation within the cooling off period

You may cancel this **policy** within 14 days of purchase, or within 14 days from the day on which **you** receive the insurance documents whichever is the later.

Where cover has not yet started, **we** will provide a full refund of the premium paid.

Alternatively, if cover has started, **we** will refund the premium for the exact number of days left on the **policy**, as long as no claim has been made. **We** will also do this if **you** want to cancel **your policy** within 14 days after renewal.

(b) Cancellation outside the cooling off period

You may cancel this **policy** anytime during the **period of insurance** and **we** will refund the premium for the exact number of days left on the **policy**.

Any underpayment by **you** will be offset against any cancellation return of premium.

If you are not a consumer and your business is not a micro-enterprise

You may cancel this **policy** where cover has not started, and **we** will provide a full refund of the premium paid.

Alternatively, if cover has started, **we** will refund the part of the premium as set out in **our** short period rates below, as long as no claim has been made.

If more than one vehicle is insured under this **policy**, the return premium will apply only for the vehicles which are not subject to a claim.

Period You have had cover for #	Up to 1 month	Up to 2 months	Up to 3 months	Up to 4 months	Up to 5 months	Up to 6 months	Up to 7 months	Up to 8 months	Over 8 months
Refund percentage	80%	70%	60%	50%	40%	30%	20%	10%	0%

The above table is based upon a 12 month **period of insurance**. Where the **period of insurance** is less or greater than 12 months, the period of cover used in this calculation will be proportionally adjusted e.g. if the **period of insurance** is 6 months, the period **you** have had cover for in the above table would be divided by 6 & multiplied by 12 for the purposes of calculating **your** refund percentage.

Suspending your policy

If **you** wish to temporarily suspend this insurance, **you** should be aware that there will be no refund of premium for the period that **your** insurance is suspended.

How To Contact Us Should You Wish To Complain

We have a desire and commitment to provide **you** with the highest standard of service and aim to ensure that all aspects of **your** insurance are dealt with promptly, efficiently, fairly, and respectfully at all times.

We do however understand that despite **our** best intentions, things can happen that may not meet **your** expectations. If this happens, **we** would like the opportunity to put this right.

In the first instance **we** would recommend that **you** contact **your broker** as they may be able to assist, advise and/or act on **your** behalf. If **you** remain dissatisfied and wish to complain directly to us, **you** can do so at any time.

Our complaints team operate independently of both **our** Underwriting and claims functions, which allows them to act with impartiality and in strict accordance with the rules set by the Financial Conduct Authority (FCA)

Making a complaint does not affect any of **your** legal rights.

For complaints that relate to all Sections of this policy (other than 6 & 7):

If **your broker** can not assist, please contact **us** as follows:

Post: Complaints, MSIG Europe SE (UK branch),
The Leadenhall Building, 122 Leadenhall Street, London EC3V 4AG.
Telephone: +44 (0) 20 7746 1300 Fax: +44 (0) 20 7746 1001
Email: complaints.uk@msig-europe.com

For complaints that relate to Sections 6 & 7 of this policy only:

If **your broker** can not assist, please contact **ARAG plc** as follows:

Post: Customer Relations Department, ARAG plc,
Unit 4a, Greenway Court, Bedwas, Caerphilly, CF83 8DW.
Telephone: +44 (0) 117 917 1561
Email: customerrelations@arag.co.uk
Website: www.arag.co.uk

If **you** still remain dissatisfied after **we** have considered **your** complaint, or if **you** have not received a written final response within eight weeks from the date of **your** complaint, **you** may be entitled to refer **your** complaint to the Financial Ombudsman Service who will independently consider **your** complaint free of charge. Their contact details are:

Post: The Financial Ombudsman Service, Exchange Tower, London E14 9SR.
Telephone: 0800 0234567 (standard fixed line), 0300 1239123 (mobile) or
+44 (0) 207 964 0500 (outside **United Kingdom**)
Fax: +44 (0) 207 964 1001
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

Please note:

- **You** must refer **your** complaint to the Financial Ombudsman Service within six months of the date of **our** final response.
- The Financial Ombudsman Service will normally only consider a complaint from private individuals or from a business that has an annual turnover of 2 million Euros or less and fewer than 10 employees.
- Alternatively, if **you** are a private individual and **you** have bought a product or service online **you** may have the right to register **your** complaint with the European Commission's online dispute resolution (ODR) platform. The ODR platform will redirect **your** complaint to the appropriate alternative dispute resolution body. For further details visit <http://ec.europa.eu/odr>

The complaints handling arrangements above are without prejudice to your rights in law.

Our Rights

Where you fail in your duty of care - Consumer

If **you** entered this insurance contract as a **Consumer** and **we** identify a misrepresentation of information that is:

Deliberate or Reckless

We will avoid **your policy** as if it never existed, refuse all claims, and not return the premium.

If the deliberate or reckless misrepresentation occurred after commencement of the **period of insurance**, **we** may cancel the policy and refuse all claims made after the date of the misrepresentation. **We** will deal with any valid claim made before the misrepresentation, within the terms and conditions of **your policy**.

If the misrepresentation is determined to constitute fraud, **we** reserve the right to record **your** details in relevant fraud prevention databases, as permitted by applicable laws and regulations.

Careless

Had **we** known the truth, we would have:

- (a) not offered **you** insurance, **we** may avoid **your policy** as if it never existed, refuse all claims, and return any premiums paid.
- (b) offered **you** insurance, but at a different term and/or premium, **we** will apply those terms and/or premiums retrospectively to the start of **your policy**.

If the careless misrepresentation occurred after commencement of the **period of insurance**, the above remedies will apply from the date of the misrepresentation. **We** will deal with any valid claim made before the misrepresentation, within the terms and conditions of **your policy**.

Where you fail in your duty of fair presentation - Commercial Customer

Where **you** enter this insurance contract as a **Commercial Customer**, and **we** identify that **you** have breached **your** breach of duty of fair presentation that is:

Deliberate or reckless

We will avoid this policy, refuse all claims, and not return the premium.

If the breach of fair presentation occurred after commencement of the **period of insurance**, the above remedies will apply from the date of the breach. **We** will deal with any valid claim made before the misrepresentation, within the terms and conditions of **your policy**.

If the misrepresentation is determined to constitute fraud, **we** reserve the right to record **your** details in relevant fraud prevention databases, as permitted by applicable laws and regulations.

Not Deliberate or Reckless

If, but for the breach we would have

- (a) not offered **you** insurance, **we** may avoid **your policy** as if it never existed, refuse all claims, and return any premiums paid.
- (b) offered **you** insurance, but at different terms and/or premium, **we** will apply those terms and/or premiums retrospectively to the start of **your policy**.

If the breach of fair presentation occurred after commencement of the **period of insurance**, the above remedies will apply from the date of the breach. **We** will deal with any valid claim made before the misrepresentation, within the terms and conditions of **your policy**.

Our Right To Cancel

We or **your broker** reserve the right to cancel this **policy** should **we** feel that there is a valid reason to do so. Valid reasons include, but are not limited to:

- (a) non co-operation and/or failure to provide information;
- (b) fraud;
- (c) material failure to take reasonable care of a vehicle/property;
- (d) the use of threatening or abusive behaviour or language to our staff;
- (e) non-payment of premium.

In the event that **we** invoke **our** right of cancellation, **we** will:

- (a) provide **you** with 14 days' notice of cancellation by special delivery to **your** last known address;
- (b) provide **you** with **our** reason for cancellation;
- (c) cancel **your policy** records and remove the **insured vehicle** from the Motor Insurance Database;
- (d) refund any premium proportionate to the number of days **you** have been on cover. If the premium for this **policy** is being paid through a finance house, any refund will be paid to the finance house.

Non payment of premium

Where notice of cancellation is issued due to non-payment of premium, including where **you**:

- (a) fail to make any payment of premium, or
- (b) are paying via instalments and you **fail** to make the outstanding payment by the deadline date that is given to **you** by either **us** or your **broker**.

Should **you** make payment of the full premium balance before the end of the notice period, **we** may at **our** discretion and only if **we** confirm in writing, agree to rescind the cancellation, and allow **your policy** to continue.

Should **you** still fail to make the payment before the end of the notice period, **we** will proceed to cancel your policy in accordance with original notice, and

- (a) remove the **insured vehicle** from the Motor Insurance Database;
- (b) refund any premium proportionate to the number of days **you** have been on cover.

Any return premium will be used to clear **your** remaining balance, with any surplus funds being paid to **you**. If the refund does not clear **your** remaining balance in full, **you** will be required to settle the outstanding balance to **us** for the cost of the cover provided up to the date of cancellation, including any applicable service charge.

If the premium for this **policy** is being paid through a finance house and this **policy** is cancelled, any refund will be paid to the finance house.

If **you** have failed to pay any premium for **your policy** and have not paid the premium requested before the end of the notice period, then **we** reserve the right to avoid this **policy** from inception (which means as though never existed).

Return of premium

Any underpayment by **you** will be offset against any cancellation return of premium.

Please also see "Minimum premium adjustment" on page 36.

Where this **policy** has been endorsed with a minimum and deposit premium **endorsement** as shown in **your schedule**, no return premium will be allowed if the remaining premium held by **us** falls below the minimum and deposit.

Your Level Of Cover

The below table shows which sections of this **policy** apply, according to the level of cover shown in **your schedule**.

These may be limited and/or amended as shown in **your schedule** and/or by **endorsement**.

Where a section of this **policy** is only applicable to a certain type of vehicle. This will be clearly shown in the title of the section or sub-section concerned.

Section Name	Comprehensive (Comp)	Damage, Fire and Theft (DTFT) <i>See below note</i>	Third Party Fire & Theft (TPFT)	Fire and Theft (F&T)	Third Party Only (TPO)
Section 1 Liability to Third Parties	✓	x	✓	x	✓
Section 2 Loss of or damage to your vehicle arising from: (a) Accidental Damage and (b) Malicious Damage	✓	✓	x	x	x
Section 2 Loss of or damage to your vehicle arising from: (c) Fire	✓	✓	✓	✓	x
Section 2 Loss of or damage to your vehicle arising from: (d) Theft	✓	✓	✓	✓	x
Section 3 Additional Benefits	✓	✓	✓	✓	✓
Section 4 Loss of or damage to your Trailer or implement	✓	✓	✓	✓	x
Section 5 No Claim Discount	✓	✓	✓	✓	✓
Section 6 Uninsured Loss Recovery	✓	x	✓	x	✓
Section 7 Additional Services	✓	x	✓	x	✓
All rights, obligations, conditions, and exclusions of this policy apply to all covers.					

IMPORTANT: You can only have Damage Fire & Theft cover and Fire & Theft cover if **your** vehicle is not being used on the public road.

Section 1 – Liability To Third Parties

Except where excluded under “Exclusions to Section 1” on page 22 or “General Exclusions” on page 38, **we** will insure **you** for all sums **you** may be legally liable to pay, including costs and expenses recovered by any claimant, for death or bodily injury to any person and/or loss or damage to property of a third party caused by or arising out of the use of the **insured vehicle** or any **trailer** or **implement** attached to the **insured vehicle**, including during the loading or unloading of the **insured vehicle** or any **trailer** or **implement** attached to the **insured vehicle**.

In the same way as **you** are insured, **we** will also insure:

- (a) any person permitted by **you** to drive the **insured vehicle** provided that the person holds a valid licence to drive the **vehicle** and/or has held and is not disqualified from holding or obtaining a licence and/or is not prevented from holding or obtaining a licence as a result of failing to meet the relevant residency requirements;
- (b) any person (other than the driver) permitted by **you** to operate the **insured vehicle** provided the cover is shown on the **certificate of motor insurance**;
- (c) at **your** request any person being carried in, on or getting into or out of the **insured vehicle**;
- (d) any person permitted by **you** to drive an **agricultural vehicle** or **special type vehicle** in a place where no licence is required by law, provided that:
 - i) the driver meets the limitations of any relevant health and safety legislation, including age, fitness, and training; and
 - ii) the terms of this **policy**, **Certificate of motor insurance**, **Schedule** and any **endorsement** are otherwise observed.

Territorial limits

Your policy provides the minimum insurance required to comply with the laws relating to **compulsory motor insurance legislation**;

- (a) in the **United Kingdom**, the Isle of Man, or the Channel Islands;
- (b) in any country that is a member of the European Union but only so far as is necessary to meet the requirements of any **compulsory motor insurance legislation**;
- (c) in any country in respect of which the Commission of the European Union is satisfied that arrangements have been made to meet the requirements of Articles 7 (2) of EU Directive on insurance of civil liabilities arising from the use of motor vehicles (No72/166/CEE).
- (d) in any other country which **we** have agreed in advance to provide cover in and for which **you** have paid or have agreed to pay any additional premium;

Including during transit (including loading and unloading) between the above countries by a recognised sea passage not exceeding 65 hours.

Where the minimum insurance required is less than that provided in the **United Kingdom**, the higher level will apply.

What is not covered by sub-section – Territorial limits:

Damages, liabilities, costs, and expenses in respect of judgements delivered or obtained otherwise than by a court within the jurisdiction of the countries noted under this sub-section.

Towing

We will insure **you** while any **insured vehicle** is towing a caravan, **trailer**, or broken-down vehicle.

What is not covered by sub-section – Towing:

- i) where the use involves **you** or anybody else receiving a promise of payment or other form of reward;
- ii) where the **insured vehicle** is towing more **trailers**, caravans or broken-down vehicles than is allowed by law;
- iii) where towing any vehicle, caravan or **trailer** exceeds the plated train weight of the **insured vehicle**;
- iv) loss of or damage to the towed caravan, **trailer** or broken-down vehicle or the contents carried in or on it.

Section 1 – Liability To Third Parties

Damage to Property – (the maximum amount we will pay)

The maximum amount **we** will pay for loss or damage to property of a third party, including costs and expenses, for any one loss or series of losses arising from one event caused by or arising out of the use of an **insured vehicle** and/or **trailer** or **implement** attached to an **insured vehicle** will be:

- (a) **GBP 20,000,000** where the **insured vehicle** is a **Car**, except as c) below.
- (b) **GBP 5,000,000** where the **insured vehicle** is not a **Car**, except as c) below.
- (c) **GBP 1,200,000** while the **insured vehicle** is being used for the carriage of **hazardous goods**.

What is not covered by sub-section – Damage to Property:

- i) We will not pay more than **GBP20,000,000** should more than one **insured vehicle** be liable for the same loss.
- ii) In the event of a claim where the carriage of **hazardous goods** has not been declared and accepted by **us**, **we** will seek **our** right to recovery under General Conditions “Right of Recovery” on page 36.

Contingency Tool of Trade cover

We will insure **you** for all sums **you** may be legally liable to pay, including costs and expenses recovered by any claimant, for death or bodily injury to any person and/or loss or damage to property of a third party caused by or arising out of the use of the **insured vehicle** or any **trailer** or **implement** attached to the **insured vehicle** operating as a tool of trade.

What is not covered by sub-section – Tool of Trade cover:

- i) Any amount where there is another insurance in place covering the same cause of loss.
- ii) We will not pay more than **GBP 2,000,000** for any one event.
- iii) In the event of a claim where the carriage of **hazardous goods** has not been declared and accepted by **us**, **we** will seek **our** right to recovery under General Conditions “Right of Recovery” on page 36.

Vehicles Loaned, Leased or Hired

We will agree to insure a vehicle loaned, leased, or hired to **you** provided that:

- (a) the vehicle has been declared to **us** and is shown on **your schedule**;
- (b) **you** have paid or have agreed to pay the premium;
- (c) **you** have given **us** details of the owner, who **we** may pay in the event of a loss where **we** declare the vehicle as being uneconomical to repair;
- (c) the contract between the owner and **you** requires **you** to insure it;
- (d) the vehicle is not insured under any other policy;
- (e) the vehicle remains in your care, custody, and control;
- (f) the vehicle is not being driven (or operated) by the owner or an **employee** of the owner;
- (g) the owner complies with the terms and conditions of this **policy** as far as they can.

Movement of Third Party Vehicles

We will provide cover for any accident caused by or arising out of **you** or **your employee**:

- (a) driving or moving any motor vehicle, not belonging to **you**, impeding **your insured vehicles**’ legitimate access or exit during the course of **your** business; and
- (b) parking or moving vehicles belonging to customers or visitors while the vehicles are on **your** premises.

For the purposes of this Section the vehicles will not be regarded as property in **your** custody or control.

Section 1 – Liability To Third Parties

Principal's Clause

Where **you** have entered into a contract with a **Principal** and are undertaking work involving the use of the **insured vehicle**, at **your** request **we** will provide cover to insure that **Principal** against liability caused by you with the insured vehicle at law, provided that **we** will have the sole conduct of any claim arising under the terms of this **policy**.

What is not covered by sub-section – Principal's Clause:

Any liability for death, bodily injury or loss or damage to property;

- i) arising out of the negligence or other default of the **Principal** or their employees or agents;
- ii) where the **Principal** or their employees or agents fails to comply with the terms and conditions of this **policy**, as far as is possible.

Cross Liabilities

Where **your policy** is in the name of more than one person or company, **we** will also cover each person or company specified as the policyholder as though separate policies had been issued in individual names.

The maximum sum **we** will pay in total will not exceed the limits shown in "Section 1: Liability to Third Parties - Damage to Property – (the maximum amount we will pay)" on page 19.

Contingent Liability

We will insure **you** and no other party for **your** legal liability arising out of an accident caused by or in connection with any motor vehicle not belonging to or provided by **you** being used for **your** business, provided that **we** will not be liable:

- (a) in respect of loss or damage to the vehicle; and
- (b) to make any payment if at the time of the loss or liability there is any other insurance in force covering the same liability.

Prosecution Defence Costs

Where cover is provided under Section 1 of this **policy** and should **you** ask, **we** will, at **our** discretion and only if **we** confirm in writing, we will arrange to provide and pay legal fees up to maximum of **GBP2,000,000**, unless we agree otherwise, for representation by **our** appointed Solicitor, if proceedings are being taken against **you** or any authorised driver or operator for:

- (a) motoring offences involving manslaughter; culpable homicide, death or causing serious injury;
- (b) an offence under the following legislation, including amendments to and re-enactments or replacement of such regulations or directives and any other legislation of similar intent (including subsequent legislation, if applicable) and will include their equivalents in any jurisdiction in which this **policy** operates:
 - i. Health and Safety at Work etc. Act 1974;
 - ii. Health and Safety at Work (Northern Ireland) Order 1978
 - iii. Corporate Manslaughter and Corporate Homicide Act 2007;
 - iv. Health and Safety Inquiries (Procedure) Regulations 1975,

including where the offences described in (a) or (b) above require **us** to;

- (c) provide representation by a solicitor at any coroner's court, or fatal accident enquiry;
- (d) pay the costs of appeal against a conviction;
- (e) pay prosecution costs awarded against **you** arising from those proceedings.

Should you choose to instruct your own Solicitor, **we** will be entitled to have sight of the appointed legal representative's file, relating to the defence of a prosecution or representation at an inquiry or inquest at any time, and **you** are considered to have provided consent for **us** or **our** appointed agent to have sight of the file.

Barrister's opinion

At any time, **we** may seek an independent Barrister's opinion as to the prospects of success in defending the prosecution or an appeal against a conviction as a result of any proceedings described in (a) or (b) above.

Section 1 – Liability To Third Parties

If the Barrister's opinion is that a "not guilty" plea does not have a reasonable prospect of success then **we** will advise **you** of that opinion and withdraw **our** support of **your** defence, meaning that **you** will be responsible for any subsequent costs that **you** incur as a result of **you** continuing with a "not guilty" plea.

Should **you** dispute the Barrister's opinion, **you** have the right to obtain an independent Barrister's opinion at **your** own expense. If the opinion **you** have obtained contradicts the opinion that **we** have obtained, **we** will ask the Chairperson or Vice-Chairperson of the Bar Council to appoint a King's Counsel to give a final opinion, at **our** expense, as to the prospects of success in defending the prosecution or the success of an appeal.

If the opinion of the King's Counsel:

- a) agrees with **your** Barrister's opinion then **we** will continue to support **your** defence or appeal and pay any costs that **you** have incurred since **our** original decision.
- b) agrees with **our** Barrister's opinion then **our** support for **your** defence or appeal will not be reinstated, and **we** will not pay any costs that **you** have incurred since **our** original decision.

If you are dissatisfied with the service provided by the appointed legal representative:

During the proceedings

You should raise this with them in first instance. If **you** remain dissatisfied and they;

- (a) are a member of **our** panel **you** can complain to **us** by following the complaints procedure "How to contact us should you wish to complain" on page 14.
- (b) were **your** own appointment **you** could elect to replace them, but **you** must understand that;
 - i) this could prolong the court case;
 - ii) whilst the consequences could be to **your** advantage they might be to **your** disadvantage; and
 - iii) this is likely to incur increased costs for which **we** would only indemnify **you** if **you** have made **us** aware of **your** dissatisfaction and if **we** have given **our** written consent to replacement before it happens.

Clause (b) does not affect any other part of this Section.

After the proceedings have been concluded and a verdict handed down

- (a) If they are a member of **our** panel **you** may complain to **us** by following the complaints procedure: "How to contact us should you wish to complain" on page 14.
- (b) if they were **your** own appointment **you** can complain to them and if **you** remain dissatisfied **you** can refer **your** complaint to the Solicitors Regulation Authority Contact Centre on 0370 606 2555 or email contactcentre@sra.org.uk.

What is not covered by sub-section – Prosecution Defence cover:

We will not insure **you** for:

- i) any event occurring outside of the **United Kingdom**, the Isle of Man, or the Channel Islands;
- ii) more than **GBP2,000,000** for any loss or series of losses arising from one event, unless agreed by **us**;
- iii) any amount where **you** appoint your **own** defence;
- iv) any amount where in **our** opinion, the prosecution defense has a less than fifty percent chance of success;
- v) any prosecution arising out of **you** or the driver (or operator) of the **insured vehicle** being under the influence of drugs, alcohol or medication to a level which would be a driving offence;
- vi) defending a prosecution or making an appeal where there is another insurance in force covering the same legal fees;
- vii) costs and expenses incurred without **our** written consent;
- viii) fines or penalties of any kind; and
- ix) any actual or alleged act, omission or dispute happening before, or existing at the inception of this **policy**, and which **you** or the driver (or operator) of the **insured vehicle** knew or ought reasonably to have known could lead to a claim.

Exclusions To Section 1

What is not covered by Section 1 and its sub-sections, in addition to General Exclusions:

We will not insure **you** for the following:

- i) death or bodily injury or loss of or damage to property caused by or arising beyond the limits of any carriageway or thoroughfare during the loading or unloading of the **insured vehicle, trailer or implement** by any person other than the driver or attendant of the **insured vehicle, trailer or implement**;
- ii) death of or bodily injury to anyone, arising out of and in the course of their employment by **you**;
- iii) loss of or damage to property, including property being carried in or on the **insured vehicle, trailer or implement** belonging to or in the custody or control of any person claiming under this **policy**;
- iv) death or bodily injury to any person or loss or damage to property directly or indirectly caused by spillage, **pollution or contamination** unless this is directly caused by a sudden identifiable, unintended, and unexpected event which occurs in its entirety at a specific time and place during the **period of insurance**;
- v) death or bodily injury to any person or loss or damage to property directly or indirectly caused by or attributed to the spraying or spreading of any chemical by an **insured vehicle, trailer or implement** attached unless arising out of the collision or impact of the **insured vehicle, trailer or implement** with an object, or the overturning of the **insured vehicle, trailer or implement**;
- vi) death or bodily injury or loss or damage to property arising in respect of a **trailer or implement** not attached to (or last attached) to **your insured vehicle**, or outside of **your** care custody and control;
- vii) death or bodily injury or loss or damage arising out of the incorrect use of a charging point and/or use of non approved charging cables;
- viii) exemplary, aggravated, or punitive damages;
- ix) fixed penalties, fines or any costs arising from them;
- x) any accident, loss or damage to any aircraft, any liability or injury arising as a result or any indirect loss in connection with any aircraft operation arising from the presence of the **insured vehicle, trailer or implement** in any area to which aircraft have access;
- xi) death or bodily injury or loss or damage to property arising the use, or failure of:
 - a) any application, software, or programme in connection with the **insured vehicle**, including **advanced driver assistance system**, safety, security, audio, or software updates whether authorised or unauthorised; or
 - b) any electronic device connected to the **insured vehicle** (for example smartphone, tablet or smartwatch used for navigation, infotainment, or any other purpose);

Section 2 – Loss Of Or Damage To Your Vehicle

Except where excluded under “Exclusions to Sections 2, 3 and 4” on page 29 or “General Exclusions” on page 38, **we** will insure **you** for loss of or damage to the **insured vehicle** up to its **market value** at the time of the loss or damage caused by:

- (a) accidental damage;
- (b) malicious damage or vandalism caused by any person **you** do not employ;
- (c) fire, lightning, self-ignition, explosion;
- (d) theft, attempted theft, or the taking away of the vehicle without **your** permission;

For a claim under this Section, **we** may at **our** option:

- i) pay for the damage to be repaired;
- ii) pay an amount of cash to replace the lost or damaged item with one of a similar type and in similar condition; or
- iii) replace the lost or damaged item with one of a similar type and in similar condition.

If after payment is made in respect of a claim under this Section, the **insured vehicle** and/or **accessories** are subsequently recovered then they will become **our** property.

Glass and Windscreen damage

Where **your** claim relates solely for damage to **your insured vehicles'** windscreen, windows or glass sunroof and for any scratching of bodywork resulting solely and directly from that damage:

- (a) the level of **excess** is limited to the amount shown in the **schedule** under glass **excess**, and
- (b) any applicable No Claims Discount will not be affected.

What is not covered by sub-section – Glass and Windscreen damage:

- i) Damage to lights, reflectors, or panoramic roofs.
- ii) Damage arising out of theft, attempted theft, or the taking away of the vehicle without **your** permission.

Total Loss

If the **insured vehicle** suffers loss or damage where the costs of repair or replacement exceed the **market value** of the vehicle, **we** will pay up to **the market value** of the vehicle at the time of the loss.

You must send **us** the **insured vehicle** registration document (V5c), purchase receipt, both sets of keys and all other relevant documents that **we** request.

If the insured vehicle is subject to a:

- (a) lease agreement: payment will be made to the lease company/owner after deduction of any **excess** to discharge their interest in the vehicle.
- (b) hire purchase or other credit agreement: payment will be made to the legal owner to discharge their interest in the vehicle after deduction of any **excess**.

Should the **market value** of the **insured vehicle** at the time of the loss be:

- (a) higher than the discharge cost, then **we** will return the balance to **you**.
- (b) lower than the discharge cost, **you** will remain responsible for the balance owed to the legal owner.

When **we** have paid **you**, the **insured vehicle** becomes **our** property and cover in respect of the vehicle will cease without refund of premium.

Section 2 – Loss Of Or Damage To Your Vehicle

Incorrect Fueling and/or Fuel contamination

If incorrect fuel is mistakenly put into the **insured vehicle**, or if the fuel in the **insured vehicle** becomes contaminated, **we** will pay the costs of:

- (a) draining and cleansing the fuel system and including disposal of contaminated fuel; and
- (b) rectifying any subsequent damage inadvertently caused to the **insured vehicle** through it being driven or moved.

What is not covered by sub-section – Incorrect Fueling and/or Fuel Contamination:

The cost of the incorrect or replacement fuel.

Damage to the **insured vehicle** resulting from the use of fuel that was known or suspected by **you** to be contaminated;

More than 2 claims where incorrect fuel is put into the same **insured vehicle**.

Replacement Locks

Where the keys and/or key fobs, ignition card or lock transmitter for the **insured vehicle** are lost or stolen, **we** will pay the cost of:

- (a) replacing the door and/or boot locks;
- (b) replacing the ignition and/or steering lock;
- (c) replacing the lock transmitter and/or central locking interface;
- (d) recoding or, if necessary, replacing any alarm system used with the **insured vehicle**; and
- (e) replacing the key or key fob.

What is not covered by sub-section – Replacement Locks:

More than **GBP1,250** per **vehicle** for any one incident.

Vehicles in the possession of a Motor Trader or Attendant Parking Services

We will insure **you** for accidental damage to the **insured vehicle** while the **insured vehicle** is in the possession of a member of the motor trade for service or repair or while the **insured vehicle** is being driven for the purpose of manoeuvring or parking by an employee of a hotel or restaurant valet service or other parking attendant.

What is not covered by sub-section – Vehicles in the possession of a Motor Trader or Attendant Parking Services:

Any loss or damage resulting from:

- i) malicious damage or vandalism;
- ii) fire, lightning, self-ignition or explosion;
- iii) theft, attempted theft, or the taking away of **your vehicle** without **your** permission.

Section 3 – Additional Benefits

Except where excluded under “Exclusions to Sections 2, 3 and 4” on page 29 or “General Exclusions” on page 38, **we** will provide **you** with the following additional benefits.

New Vehicle Replacement

We will at **your** request, insure **you** in respect of loss of or damage arising from an event covered by Section 2 if the **insured vehicle**, **commercial vehicle** with a gross weight of 7.5 tonnes or less is:

- (a) stolen and not recovered; or
- (b) damaged to the extent that the cost of repairs will exceed 60% of the manufacturer's list price (including vehicle tax and Value Added Tax) at the time of the loss;

we will pay the cost of replacing the **insured vehicle** with a new one of the same or similar make, model and specification provided that:

- i. the **insured vehicle** is within its first year of registration;
- ii. every other person with an interest in the **insured vehicle** consents; and
- iii. one is available in the **United Kingdom**, the Isle of Man, or the Channel Islands.

If a replacement vehicle is not available, the maximum **we** will pay is the amount shown in the purchase receipt of the **insured vehicle** and its **accessories** after any applicable discounts but not including the vehicle tax or Value Added Tax.

We will then own the **insured vehicle** that was the subject of the claim.

Accessories and spare parts

We will pay for loss of, or damage to the **insured vehicle's accessories and spare parts** arising from an accident or loss covered by Section 2 involving the **insured vehicle**, provided that their value has been included within the value of **your insured vehicle** shown in the **schedule**.

What is not covered by sub-section – Accessories and spare parts:

For each insured vehicle in any one period of insurance we will not pay;

- i) more than **GBP1,000** in respect of **accessories** or **spare parts**, unless declared to and agreed by **us**, increasing to:
- ii) **GBP30,000** in respect of Global Positioning System equipment used for precision farming;
- iii) for any **accessory and spare part** not fitted to the **insured vehicle**, unless stored in a secure location, and not covered by another insurance covering the same loss.

Personal Effects

We will at **your** request, insure **you** in respect of loss of or damage to **personal effects** arising from an accident or loss covered by Section 2 involving the **insured vehicle** provided that:

- (a) the maximum sum **we** will pay for any one event is **GBP500** for each **insured vehicle** where **your** cover is comprehensive, or **GBP250** in all other circumstances;
- (b) the **excess** shown in the **schedule** will apply to the first part of any loss; and
- (c) the **insured vehicle** windows, doors and other openings are locked, and it is entered by force.

What is not covered by sub-section – Personal Effects:

- i) Goods stolen from the **insured vehicle** being an open top or convertible **car**, when its roof was not secured and locked in place, unless taken from the locked boot or glove box.
- ii) No more than **our** share of the loss up to the limits specified in this **policy**, if, at the time of any claim under this **policy**, there is in force any other insurance covering the same event, injury, loss, or damage.
- iii) Accessories and spare parts (see separate sub-section)
- iv) Child car seats (see separate sub-section)

Section 3 – Additional Benefits

Child Car Seat

If the **insured vehicle** has a child car seat fitted and the **vehicle** suffers damage from fire, theft or is involved in an accident and **you** make a valid claim under Section 2 of this **policy**, **we** will pay up to **GBP500** towards the cost of replacing the child seat(s), even if there is no apparent damage to it.

The **excess** shown in the **schedule** will not apply to any loss under this Child car seat insurance.

What is not covered by sub-section – Child Car Seat

More than **GBP500** in total for any one incident

Medical Expenses

We will pay up to **GBP500** per person, for medical expenses incurred by anyone travelling in the **insured vehicle** that is injured as a direct result of an event involving the **insured vehicle**.

What is not covered by this sub-section:

More than **GBP500** for any one person for any one incident.

Personal Accident Cover

We will at **your** request, pay **GBP10,000** to the driver of the **insured vehicle** or their legal representative if they suffer accidental injury while travelling in, or getting into or out of an **insured vehicle**, if the injury, within 12 months of the accident results in:

- (a) severance of one or more limbs above the death, total and permanent loss of sight in one or both eyes, or the permanent physical se knee or elbow, or
- (b) the permanent recoverable loss of use of the limb.

What is not covered by sub-section – Personal Accident Cover:

If the injury or death:

- i) is the result of suicide or attempted suicide;
- ii) happens when the person killed or injured is under the influence of drugs or alcohol to a level which would be a **driving** offence in the country where the accident happens;
- iii) occurs to a **driver** who is under 17 or over 70 years of age; or
- iv) occurs as a direct result of the person not wearing a seatbelt when required by law.

Emergency Accommodation and Travel Expenses

If during the course of a journey in the **United Kingdom**, the Isle of Man, or the Channel Islands, **you** cannot use **your insured vehicle** as a consequence of loss or damage covered under Section 2 of this insurance and no suitable courtesy vehicle is available from the repairer,

we will reimburse the cost of:

- (a) one night's accommodation including food and travel costs; or
- (b) rail / taxi fares, or a vehicle, to get **you** (and any passengers and / or vehicle load) to **your** home or to **your** destination in the **United Kingdom** whichever is the lesser.

Note: Hire vehicles are restricted to **cars** up to 1600cc, except in circumstances where the load in or on **your** vehicle necessitates the hire of a larger vehicle.

What is not covered by sub-section – Emergency Accommodation and Travel Expenses:

- i) Any costs occurring more than 36 hours after the loss or damage.
- ii) Accommodation and travel expenses outside the **United Kingdom**, the Isle of Man, or the Channel Islands.
- iii) More than **GBP100** for any one person or **GBP400** in total for any one incident.

Section 3 – Additional Benefits

Emergency Battery re-charge

If **your insured electric vehicle** battery runs out of charge, **we** will at **our** option, reimburse the cost of;

- (a) recovering **your** vehicle to the nearest charge point; or
- (b) the recharging of **your** battery roadside by a mobile service in order to get **you** to the nearest charge point.

An **excess** will not apply to any claim made under this Section.

What is not covered by sub-section – Emergency Battery re-charge:

- i) More than **GBP100** for any one event or more than 3 claims in single period of insurance.
- ii) Any event that occurs outside of the **United Kingdom**, the Isle of Man, or the Channel Islands.
- iii) Replacement of the battery or losses resulting from a battery fault.

Foreign Use Extension

Where **your insured vehicle** is outside of the **United Kingdom** for a period not exceeding:

- (a) 60 consecutive days where single trip, or
- (b) 120 days in total during the period of insurance, or
- (c) any other period advised to and accepted by **us** and shown by **endorsement** on **your schedule**;

we will provide you with the same level of cover to your **insured vehicle** as applying in the **United Kingdom**, where:

- i. your **insured vehicle** is a **car** or **commercial vehicle** not exceeding 7.5 tonnes gross vehicle weight is being used in the countries named within Section 3: Territorial Limits” on page 18.
- ii. any other type of **insured vehicle** is being used in the countries named within Section 3: “Territorial Limits” on page 18, provided **we** have been advised and **you** have paid or agreed to pay any additional premium agreed by **us**;

What is not covered by sub-section – Foreign Use Extension:

- i) Any amount in respect of the cost of delivery to **you** after repair in excess of the cost of delivery in the country where the loss or damage was sustained.
- ii) Use in any other country.

Customs duties and other charges

Where the **vehicle** is insured under Section 2, **we** will pay **you** up to the **market value** of the **insured vehicle** at the time the loss occurred if it:

- (a) suffers loss or damage, and as a result **you** are required to pay any customs duties; or
- (b) if during the course of the **insured vehicle's** transit by sea **you** are required to pay general average, salvage and/or sue and labour charges.

Payments for journeys (car sharing) – only applies to private cars

If **you** receive payment from passengers as part of a car sharing agreement, **we** will not regard this as being the carriage of passengers for hire and reward (or the use of the **insured vehicle** for hiring) provided:

- (a) the passengers are not being carried in the course of a business of carrying passengers;
- (b) total contributions received for the journey do not involve an element of profit; and
- (c) the **insured vehicle** is not constructed to carry more than 8 passengers.

If **you** have any doubts as to whether any arrangements entered into are covered by the terms of this **policy**, **you** should contact **your** insurance adviser as soon as reasonably practicable.

Unauthorised Use

Section 3 – Additional Benefits

We will insure **you** (and no other person) in accordance with the terms of and subject to the limitations of Sections 1 and 2 of this **policy** while the **insured vehicle** is being used, driven, or operated by any **employee of yours**, without **your** authority, for any purpose not permitted under this **policy**.

Provided always that **you** shall take all reasonable precautions to ensure that all persons who may use, drive, or operate a vehicle are made aware of the permitted purposes of use under this **policy**.

Section 4 – Loss Of Or Damage To Your Trailer or Implement

Except where excluded under “Exclusions to Sections 2, 3 and 4” on page 29 or “General Exclusions” on page 38, the same level of cover and terms that apply to **your insured vehicle** are extended to include any:

Unspecified Trailer or Implement

We will insure **you** for loss of or damage to your unspecified **trailer** or **implement** up to its **market value** at the time of the loss, provided that it;

- (a) is in **your** care custody and control and attached (or last attached) to **your insured vehicle**;
- (b) is not constructed as a mobile home, caravan or the like;
- (c) has a **market value** not exceeding the limit shown in **your schedule**,

What is not covered by sub-section – Unspecified Trailer or Implement:

Where the trailer is used for the preparation and/or sale of food and drinks, **we** will not cover any liability for loss or damage:

- i) of goods being carried on or in the trailer
- ii) of consumables such as food, drink, cooking supplies, fuel, and power sources.
- iii) caused by fire and / or explosion in connection with fuel, gas and/or electric power sources.

Specified Trailer or Implement

Where **you** have given **us** details of **your trailer** or **implement** and **you** have paid or agreed to pay any premiums which **we** have determined, **we** will insure **you** in respect of loss of or damage to the **trailer** or **implement** up to its **market value** at the time of the loss, provided that the specified **trailer** or **implement** is:

- a) is in **your** care custody and control and attached (or last attached) to **your insured vehicle**, and
- b) shown on **your schedule**.

What is not covered by sub-section – Specified Trailer or Implement:

Where the trailer is used for the preparation of food and drinks, **we** will not cover any liability for loss or damage;

- i) of goods being carried on or in the trailer or implement;
- ii) of consumables such as food, drink, cooking supplies, fuel, and power sources;
- iii) caused by fire and / or explosion in connection with power sources (gas and electric).

Exclusions To Sections 2, 3 And 4.

What is not covered by Sections 2, 3, 4 and their respective sub-sections, in addition to General Exclusions:

We will not be liable in respect of loss of or damage to **your insured vehicle, trailer or implement** (including **accessories or spare parts**) arising from, resulting in, or exacerbated by:

- i) **you** not being able to use **your vehicle, trailer or implement** (including the cost of hiring a replacement);
- ii) wear and tear, depreciation, mechanical, electrical, electronic or computer breakdown failure or breakages or damage to tyres resulting from punctures, cuts, or bursts;
- iii) theft or attempted theft unless **you** have removed the keys, key fobs, ignition card and / or lock transmitter from the vehicle and the vehicle is securely locked and all windows and sunroofs closed;
- vi) in a reduction in the value of the **insured vehicle, trailer or implement** following a claim;
- v) the application of the **excess** shown in the **schedule**. A separate **excess** will apply to each incident and vehicle. Where damage to the **insured vehicle** results in a claim being made against more than one Section of this policy, **we** will only apply a single **excess**, as determined by the Section that attracts the highest level of **excess**;
- vi) solidification of the **insured vehicles'** load;
- vii) loss of fuel including theft;
- viii) any **trailer or implement** attached to, or last attached to a vehicle that is not insured under this **policy**;
- ix) **your electric vehicle** being damaged due a power surge or from the incorrect use of a charging point and/ or use of non approved charging cables;
- x) repairs or replacements which improve the condition of **your insured vehicle or accessories**;
- xi) any amount over the value (and no more than the manufacturer's last list price or quoted price) of any part of the **insured vehicle, trailer or implement** and/or its **accessories** at the time of the accident or event where any part becomes unavailable or obsolete;
- xii) any amount for shipping from overseas for any part or **accessory** if the vehicle manufacturer or its agent cannot supply such part or **accessory** from stock held in the **United Kingdom**;
- xiii) repossessing **your insured vehicle** and returning it to its rightful owner;
- xiv) loss or damage due to confiscation, requisition or destruction by or under the order of any government, public or local authority.

Section 5 – No Claim Discount

A no claims discount (NCD) does not apply and cannot be earned under this insurance where the **Insured vehicle** is an **agricultural vehicle, special type vehicle, trailer or implement**.

Where **we** calculate **your** premium using a no claim discount (NCD), the level of discount allowed by **us** will be adjusted at the renewal of **your policy** in accordance with **our** scale of no claim discount shown in the following table:

		Number of Claims (including pending) during period of insurance				
		none	1	2	3	4 or more
Current NCD (Years)	NCD %	NCD (years) applied at renewal – an increase will only be allowed where the completed period of insurance is 10 months or more.				
Introductory	discretionary	Discount allowed at our discretion				
0	0	1	0	0	0	0
1	35%	2	0	0	0	0
2	40%	3	0	0	0	0
3	50%	4	1	0	0	0
4	60%	Refer to “Protected No Claim Discount”				

Protected No Claim Discount (PNCD)

Where **your** premium is based on us allowing a no claim discount entitlement of 4 or more years, we will automatically protect your NCD entitlement. **You** will not be charged an additional premium for this benefit.

A protected no claims discount does not apply under this insurance where the **Insured vehicle** is an **agricultural vehicle, special type vehicle, trailer or implement**.

Protected no claims discount allows **you** to make at least one claim before **your** number of no claims discount years falls.

The amount of no claim discount entitlement **you** will receive at renewal is based on the number of claims that have arisen and/or pending during both the current **period of insurance** and over the past 3 years, in accordance with the following table:

	Number of Claims within the current period of insurance				Number of claims within the past 36 months				
	None	One	Two	3 or more	None	One	Two	Three	Four or more
NCD applied at renewal (years)	4	4	2	None	4	4	4	2	None

NOTE: No claims discount protection does not protect the overall price of **your** insurance policy. The price of **your** insurance policy may increase following an accident even if **you** were not at fault.

Section 6 – Uninsured Loss Recovery

Definitions (that apply to Section 6 only):

Appointed Advisor

The solicitor or other advisor appointed by **us** to act on behalf of **insured person**.

ARAG plc

The company appointed by **us** to handle claims, whether covered under the present policy or not. ARAG plc is authorised and regulated by the Financial Conduct Authority, Firm No. 452369. Registered address ARAG plc Unit 4a, Greenway Court, Bedwas, Caerphilly, CF83 8DW.

Bodily injury

- (a) Death, injury, illness, or disease;
- (b) Mental injury, anguish or nervous shock sustained by any person as a result of actual bodily injury death illness or disease; or false arrest, false imprisonment.

Collective conditional fee agreement

A legally enforceable agreement entered into on a common basis between the **appointed advisor** and **us** to pay his or her professional fees on the basis of “no-win no-fee”.

Conditional fee agreement

A legally enforceable agreement entered into between the insured person and appointed advisor for paying their professional fees on the basis of “no-win no-fee”.

Damage

Loss, destruction of or damage to the property insured.

Insured person

- (a) **You** and **your** directors, partners, managers, officers, **employees**, and any **driver** (or operator) authorised by **you**.
- (b) The estate, heirs, legal representatives or assigns of any persons mentioned in a) in the event of the person dying.

Legal costs and expenses

- (a) Reasonable legal costs, fees and disbursements reasonably and proportionately incurred by the **appointed advisor** on the Standard Basis, and agreed in advance by **us** or Fixed Recoverable costs.
The term “Standard Basis” can be found within Part 44 of the Civil Procedure Rules.
The term “Fixed Recoverable Costs” can be found within Part 45 of the Civil Procedure Rules
- (b) Other side’s costs and disbursements where the **insured person** has been ordered to pay them or pays them with **our** agreement.

Reasonable prospect of success

In criminal prosecution claims where the **insured person**:

- (a) pleads guilty, a greater than fifty per cent chance of the **insured person** successfully reducing any sentence or fine;
- (b) pleads not guilty, a greater than fifty per cent chance of that plea being accepted by the court.

Small claims court

A court in England and Wales that hears a claim falling under the Small Claims Track in the County Court as defined by Section 26.6 (1) of the Civil Procedure Rules 1999; a court in Scotland that uses the simple claims procedure as set out by the Courts Reform (Scotland) Act 2014, or the equivalent jurisdiction in the territorial limit where this **policy** applies.

We/us/our

MSIG Europe SE and ARAG plc who are authorised under an administration agreement to administer this insurance and handle claims on **our** behalf.

Section 6 – Uninsured Loss Recovery

We agree to pay the **legal costs and expenses** of the **insured person**, arising out of use of the **insured vehicle**, up to **GBP100,000** (for all claims arising from or relating to the same original cause including the cost of appeals) for losses not covered by this **policy**, if an event which is another party's fault results in;

- (a) damage to the **insured vehicle** and/or personal property in or on it, and/or
- (a) injury or death to **you** or **your** passengers.

We, or a legal expert appointed by **us**, will seek to:

- i. claim **your** motor insurance **policy excess**;
- ii. obtain compensation from the person responsible if **you** or **your** passengers have been injured;
- iii. arrange a replacement vehicle while the **insured vehicle** is being replaced or repaired; and
- iv. claim other losses such as storage charges, loss of earnings or damage to **personal effects**;

provided that all the following requirements are met:

- (a) the accident happens in the territorial limits of this **policy**;
- (b) the claim always has **reasonable prospects of success**;
- (c) The claim is reported to **us**:
 - i. during the **period of insurance**; and
 - ii. as soon as reasonably possible after the accident;
- (d) unless there is a conflict of interest and subject to below condition: "Freedom to choose an appointed advisor", the **insured person** agrees to always use the **appointed advisor** chosen by **us** in any claim:
 - i. to be heard by the small claims court; and
 - ii. before proceedings need to be issued;
- (e) the claim falls under the jurisdiction of a court or the Motor Insurers' Bureau and in the **territorial limits** of this **policy**; and
- (f) the **insured person** enters into a conditional fee agreement (unless the **appointed advisor** has entered into a collective conditional fee agreement) where legally permitted.

Making a claim under this Section

Depending on the vehicle type, please contact **us** using the relevant options stated on pages 4 or 5 "How to contact us to report an accident or arrange repair"

It is required that:

- (a) under no circumstances should the **insured person** instruct their own lawyer as **we** will not pay any costs incurred without **our** agreement;
- (b) **we** will require details of the accident and names and addresses of all parties involved including any witnesses;
- (c) if **our** advisor reasonably believes the accident was not the **insured person's** fault, **we** will arrange for:
 - i. a legal expert to contact the **insured person** and who will help claim losses and obtain compensation for any injuries;
 - ii. the **insured person** to be contacted to assess their need for and suitability of a replacement vehicle;
- (d) ensure no contact is made with anyone else regarding claiming back losses or compensation for personal injury until the insured person hears from **us**.

Conditions (that apply to Section 6 only)

The following conditions that apply only to Section 6 are in addition to the all other rights, obligations and conditions appearing in this **policy**.

If any **insured person** does not comply with any of the conditions stated in this **policy** you may not receive payment for a claim, a claim may be reduced, or **you** may lose all right to cover under **your policy**.

If **you** are unsure about any of these conditions or whether **you** need to notify **us** about any matter, please contact **your** broker who arranged this **policy**.

Barrister's opinion

We may require the **insured person** to obtain and pay for an opinion from a barrister regarding the merits or value of the claim. If the opinion supports the **insured person**, then **we** will reimburse the reasonable costs of that opinion. If that opinion conflicts with advice obtained by **us**, then **we** will pay for a final opinion which will be binding on the **insured** and **us**. This does not affect the **insured's** right under General Conditions: "Arbitration" on page 37.

Consent

The **insured** person must agree to **us** having sight of the **appointed advisor's** file relating to the **insured's** claim. The **insured person** is considered to have provided consent to **us** or **our appointed advisor** to have sight of their file for auditing and quality control purposes.

Freedom to choose an appointed advisor

- (a) In certain circumstances as set out in 4. b) below, the **insured person** may choose an **appointed advisor**. In all other cases this right does not exist, and **we** will choose the **appointed advisor**.
- (b) If **we** agree to start proceedings other than in the small claims court, or in any event there is a conflict of interest, the **insured person** may choose a suitably qualified **appointed advisor**. Where the **insured person's** claim is to be dealt with by the small claims court, in the absence of a conflict of interest, **we** will choose the **appointed advisor**.
- (c) Where the **insured person** wishes to exercise their right to choose, they should write to **us** with their preferred **appointed advisor** contact details.
- (d) If the **insured person** dismisses the **appointed advisor** without good reason, or withdraws from the claim without **our** written agreement, or if the **appointed advisor** refuses to continue acting for the **insured person** with good reason, the cover will end immediately.

Settlement

- (a) **We** can settle the claim by paying the reasonable value of the **insured person's** claim.
- (b) The **insured person** must not negotiate, settle the claim, or agree to pay **legal costs and expenses** without **our** written agreement.
- (c) If the **insured person** refuses to settle the claim following advice to do so from the **appointed advisor**, **we** may refuse to pay further **legal costs & expenses**.

The insured person's responsibilities

The **insured person** must:

- (a) keep to the terms of this **policy**;
- (b) tell **us** as soon as reasonably possible of anything that may make it more costly or difficult for the **appointed advisor** to claim losses;
- (b) cooperate fully with **us**, including giving the **appointed advisor** any instructions **we** require;
- (c) keep the **appointed advisor** updated with progress of the claim and not hinder them;
- (d) take reasonable steps to claim legal costs & expenses and, where recovered, pay them to **us**;
- (e) keep legal costs & expenses as low as possible;
- (f) allow **us** at any time to take over and conduct in the **insured person's** name, any claim.

Exclusions To Section 6

What is not covered by Section 6 and its sub-sections, in addition to General Exclusions:

We will not indemnify the insured person under Section 6 for any claim arising from or relating to:

- i) an accident that happens before the start of this **policy**;
- ii) a contract entered into by **you** or the **insured person**;
- iii) defending any claim other than appeals against **you** in respect of claims otherwise covered by this **policy** (**your** motor insurance may help with this);
- iv) fines, penalties, or compensation awarded against the **insured person**;
- v) a group litigation order;
- vi) **legal costs and expenses** incurred before **we** accept a claim or without **our** written agreement;
- vii) **damage** caused by **pollution** or **contamination**
- viii) **bodily injury**, disablement or **damage** to any property, or any resulting loss or expense or any legal liability caused by, contributed to, or arising from:
 - a) ionising radiations from or **contamination** by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or its nuclear components;
 - c) any weapon of war employing atomic or nuclear fission or fusion or other like reaction or radioactive force or matter; or
 - d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this exclusion will not apply to radioactive isotopes other than nuclear fuel when those isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific, or other peaceful purposes;
- ix) riot or civil commotion in Northern Ireland. **Damage** is excluded regardless of any other cause, event or intervention that contributes concurrently or in any sequence to the **damage**;
- x) **damage** or financial loss or expense, occasioned by or happening through or following **terrorism**. In any action suit or other proceedings where **we** allege that any **damage** is not covered by this **policy** the burden of proving that **damage** is covered will be upon **you**;
- xi) any loss which is the result of any of the following, or anything connected with any of the following, whether or not the result has been contributed to by any other cause or event:
- xii) war, hostile or warlike action in time of peace or war (whether or not declared) including action in hindering, combating, or defending against an actual, impending or expected attack:
 - a) by government or sovereign power (legal or illegal) or by any authority maintaining or using military, naval or air forces, or any other armed forces or militia; or
 - b) by military, naval or air forces, or any other armed forces or militia; or
 - c) by an agent of any government, power, authority, or force;
- xiii) any weapon of war employing nuclear or radioactive force or **contamination** whether in time of peace or war (whether or not declared), whether or not its discharge was accidental;
- xiv) insurrection, rebellion, or action taken by a government authority in hindering, combating, or defending against an event, seizure, or destruction.

Section 7 - Additional services

In addition to the administration of claims under Section 6 of this **policy**, **we** are able to offer **you** with access to the following additional services that are provided by **ARAG plc**, which do not constitute the reporting of a claim on this **policy**:

Legal advice

To access legal advice from **ARAG plc** on personal legal matters within the laws of the member states of the European Union, please call **ARAG plc** direct on 0344 571 7977 open 24/7, 365 days a year.

United Kingdom tax advice

To access **United Kingdom** tax advice on personal tax matters, please call **ARAG plc** direct 0344 571 7977. Available 9am to 5pm weekdays.

Consumer Legal Services

Register today at www.araglegal.co.uk and enter the voucher code AMDC2871B6E2 to access the law guide and to legal documents to help with consumer legal matters. Alternatively, **you** can get advice by calling **ARAG plc** direct on 0344 571 7977.

These are the conditions of the insurance that apply to the whole **policy**. Further conditions may be added by **endorsement** that can be found on **your** current **schedule**.

General Conditions (that apply to the whole of your policy)

These are the conditions that apply to the whole of this **policy**.

Choice of law and jurisdiction

In the absence of any agreement to the contrary, the laws of England and Wales will apply, and this **policy** will be subject to the exclusive jurisdiction of the courts of England unless, at the commencement of the **period of insurance**, **you** are either:

- (a) a resident of; or
- (b) a business with its registered office or principal place of business situated in;

Scotland, Northern Ireland, the Channel Islands, or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country, crown protectorate or dependency will apply, and this **policy** will be subject to the exclusive jurisdiction of the courts of that country, crown protectorate or dependency.

Rights of third parties

A person who is not a party to this **policy** has no right under the Contracts (Right of Third Parties) Act 1999 to enforce any term of this contract, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

Sanctions

This **policy** will not provide any insurance cover or benefit and **we** will not pay any sum if doing so would mean that **we** are in breach of any sanction, prohibition or restriction imposed by any law or regulation applicable to **us**.

General Conditions (that apply to the whole of your policy)

Taxes

There may be circumstances where taxes may be due that are not paid via **us**. If this occurs, then it is **your** responsibility to ensure that these are paid direct to the appropriate authority.

Minimum Premium adjustment

Where **you** make any changes to **your policy** and any additional premiums payable fall below **GBP25 + Insurance Premium Tax (IPT)** at the prevailing rate, **we** will make no charge.

If the change gives rise to a refund of premium and this falls below **GBP25 + Insurance Premium Tax (IPT)**, no refund will be given.

This does not apply to cancellation of **your policy**.

Courtesy Car

Where a courtesy car is made available to **you** by **our** approved repairer, it will be subject to the following terms:

- (a) A courtesy car is not available where the repair is to an **Agricultural vehicle, Trailer or implement**;
- (b) The provision of a courtesy car is subject to availability;
- (c) The courtesy vehicle will be supplied only for the duration of the repair to the **insured vehicle**;
- (d) The courtesy car is subject to the terms and conditions of the company supplying the vehicle;

Important:

If **you** wish the courtesy car to be insured under this **policy**:

- a) **You** must contact your broker to request this. **We** will insure the courtesy vehicle for the period that it is with **you** for free and will arrange for it to be added to the Motor Insurance Database;
- (e) The terms agreed with the approved repairer will not affect the insurance of the courtesy vehicle under this **policy**.

Deductibles

We will pay for loss of or damage to **your insured vehicle, trailer or implement** less the **excess** that applies to your **policy** and any amount of VAT (if **you** are VAT registered).

Right of control

We are entitled to take sole control of all negotiations, proceedings, and mediation, to use **your** name to settle, prosecute or defend any claim and to abandon the same at any time.

We will have and take full control of all third party claims including those where **you** under the terms of this **policy** are liable for any amount; and

We are entitled to make payments to third parties as **we** think fit in respect of any claim.

Right of Recovery

If **we** have to settle a claim under this **policy** only by virtue of the provisions of the law of any territory in which this **policy** operates, **you** must repay to **us** all sums **we** have paid which **we** would not have been liable to pay but for the provisions of the law.

Other insurances

If, at the time of any claim under this **policy**, there is in force any other insurance covering the same event, injury, loss, or damage then **we** will pay no more than **our** share of the loss up to the limits specified in this **policy**, except where:

- (a) the claim is relating to Section 3 Additional Benefits: "Personal Accident Cover." – on page 26
- (b) there is a public liability insurance in place covering the same cause of loss.

General Conditions (that apply to the whole of your policy)

Fraudulent Claims

If **you** or anyone acting on **your** behalf makes a claim which is in any way false or fraudulent — including but not limited to exaggerating the claim, staging a claim, providing misleading information, or submitting forged or altered documents:

- a) this **policy** shall terminate from the time of the fraudulent act, and
- b) all claims after the fraudulent act shall be forfeited.

Furthermore, **we** reserve the right to:

- c) refuse to pay any part of the claim;
- d) recover from **you** any sums paid by **us** in respect of such claims;
- e) retain any premiums paid under this **policy**;
- f) report the matter to relevant authorities, including law enforcement, the Insurance Fraud Bureau (IFB), and databases such as CIFAS;
- g) take legal action.

Claims made before the fraudulent act will not be affected unless they too were fraudulent.

Arbitration

If any difference arises as to the amount to be paid under this **policy** (liability being otherwise admitted by **us**) this difference will be referred to an arbitrator to be appointed by **you** and **us** in accordance with Insurance and Reinsurance Arbitration Society (ARIAS) (UK) Arbitration Rules (or any subsequently amending authority or rules).

All costs of the arbitration will be at the discretion of the arbitrator who will decide how much each of the parties in dispute must pay and to whom.

The seat of the arbitration will be in London, England and the arbitration tribunal will apply the proper law of this contract and of this arbitration condition as stated in General Conditions: "Choice of law and jurisdiction" on page 35.

However, **you** may not need to engage in arbitration if **you** meet the criteria for the Financial Ombudsman Service to deal with the dispute and **you** follow the complaints procedure, all of which is contained in "How to contact us should you wish to complain" on page 14.

General Exclusions (that apply to the whole of your policy)

The following exclusions apply to the whole **policy** unless otherwise stated in a **policy** Section or **endorsement**.

What is not covered:

We will not be directly or indirectly liable, (except so far as is necessary to meet the requirements of any **compulsory motor insurance legislation**), in respect of:

Drivers and Licensing

Any accident, injury, loss, damage, expense, or liability caused, sustained, or incurred as a result of the **insured vehicle** being driven by any person (including **you**):

- i) not authorised by the **certificate of motor insurance** or who has been excluded from driving by any **endorsement**, exclusion, or condition of this **policy**, other than where cover is provided under:
 - (a) Section 3 Additional benefits: "unauthorised Use" on page 28, or
 - (b) Section 2 Loss of or damage to your vehicle: "Vehicles in the possession of a Motor Trader or Attendant Parking Services" on page 24;
- ii) who **you** know is disqualified from driving, has never held a licence to drive the **insured vehicle** or is prevented by law from having a licence (unless a licence is not required by law), other than where cover is provided under Section 2 Loss of or damage to your vehicle: "Vehicles in the possession of a Motor Trader or Attendant Parking Services" on page 24;
- iii) who does not hold a full driving licence to drive the **insured vehicle** or, being the holder of a provisional driving licence, are not conforming with its terms and conditions other than where a licence is not required by law;
- iv) if they have been declared medically unfit to drive or would have been declared medically unfit had a known or suspected condition been disclosed to their medical advisor, or if they fail or refuse to attend a periodic medical examination as required by their medical advisor, or if they fail to carry out the treatment and regimen prescribed by their medical advisor;
- iv) if they are convicted of a drink or drugs offence or it is proved to **our** satisfaction that they were under the influence of alcohol or drugs at the time of the damage or loss.
- v) without **your** permission, unless the incident is reported to the police and assigned a crime reference number, and **you** assist the Police in a prosecution;
- vi) who is a member of **your** or **your employee's** immediate family, or a person living in their home, taking **your** vehicle without **your** permission, unless that person is convicted of theft or unauthorised taking of a motor vehicle;

Criminal Acts

Death, injury, loss, or damage resulting from:

- i) anyone insured under this insurance committing, permitting, aiding, abetting, counselling, or inciting a crime;
- ii) **your insured vehicle** being used by anyone insured under this insurance as a means of escape from, or avoidance of lawful apprehension;
- iii) deception or fraud by any person;

Deliberate Acts

Death, injury, loss, or damage arising as a result of a deliberate act or omission to act by anyone insured under this **policy**.

General Exclusions (that apply to the whole of your policy)

Construction and Use

Any accident, injury, loss, damage, expense, or liability caused, sustained, incurred, or exacerbated as a result of the **insured vehicle trailer or implement**:

- i) being used for any purpose not permitted by the **certificate of motor insurance** or **schedule**;
- ii) being used for the carriage of **hazardous goods** unless this has been declared to and approved by **us**;
- iii) carrying a load in excess of the maximum carrying capacity advised to **us**;
- iv) carrying any load which is greater than the maximum carrying capacity as set by the vehicle manufacturer or if applicable; any plated weight limit of the **insured vehicle**;
- v) carrying more passengers than the maximum seating capacity for the **insured vehicle** as set by the vehicle manufacturer;
- vii) carrying a load in an unsafe condition or manner;
- viii) where you fail to reasonably safeguard the vehicle, trailer or implement against damage or loss;
- ix) being maintained or operated in a condition that increases the risk of damage, loss, or danger;
- x) not meeting the statutory requirements for use on public roads;
- xi) being used on the Nürburgring; any racetrack, race circuit or derestricted toll road;
- xii) used for racing or pace-making, used in any contest such as Tractor power pulling, speed trial or is involved in any rigorous reliability testing.
- xiii) **misdelivery** of the load from the **insured vehicle, trailer or implement**;
- xiv) not being used in accordance with the manufacturer's instructions;
- xv) not being installed with software updates where the manufacturer of the **insured vehicle, trailer or implement** deems these to be critical;
- xvi) having been installed with non-manufacturer approved software updates, or alterations to software made by **you**, or with **your** knowledge;
- xvii) where any **advanced driver assistance system** has been deactivated.

Pollution or Contamination

Any loss, damage, liability, or injury caused by identifiable pollution or contamination, unless it has come from a sudden and unexpected accident.

Earthquake, Riot, War, Terrorism

Any direct or indirect loss, damage or liability caused by, contributed to, or arising from:

- i) earthquake, volcanic eruption, or meteorite shower occurring elsewhere than in the **United Kingdom**, Channel Islands, and the Isle of Man;
- ii) actual or threatened war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military, or usurped power;
- iii) confiscation, nationalisation, requisition, or destruction of or damage to property by or under the order of any government or public or local authority;
- iv) acts of **terrorism**;
- v) martial law;
- vi) the act of any lawfully constituted authority;
- vii) riot or civil commotion occurring in other territories outside of England, Scotland, Wales, the Isle of Man, or the Channel Islands.

General Exclusions (that apply to the whole of your policy)

Sonic Bangs

Any direct or indirect loss, damage or liability caused by, contributed to, or arising from pressure waves caused by aircraft and other flying objects.

Other Contracts

Any liability which attaches to **you** by reason of any agreement which would not attach apart from the agreement.

Nuclear/Radioactive Contamination

Loss, destruction of or damage to any property or any loss, expense, indirect loss, or legal liability of any nature directly or indirectly resulting from, caused by, or contributed to as a result of:

- i) ionising radiation or contamination by radioactivity from any nuclear fuel or nuclear waste from the combustion of nuclear fuel; or
- ii) the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component thereof.



MSIG
EUROPE

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MSIG Europe SE is authorised and regulated by the National Bank of Belgium. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority and the Financial Conduct Authority are available from us on request.

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