BLAGROVE UNDERWRITING AGENCY

Motor fleet insurance Policy

November 2026

Information

In the event of an accident, please contact **Us** as soon as possible. This is regardless of whether or not **You** wish to make a claim. If **Your** claim is due to theft, attempted theft, riot or vandalism, then **You** must notify the police immediately and obtain a crime reference number.

Claims Contact details:

Telephone number: 0330 123 0454

028 96 237284 (Northern Ireland)

Email: newclaims@blagrove.com

niclaims@blagrove.com (Northern Ireland)

Post: 15, Oxford Court, Manchester M2 3WQ
2nd Floor, 106 University Street, Belfast BT7 1HE (Northern Ireland)

Notices

All communications and Notices regarding this insurance should, in the first instance, be addressed to:

Blagrove Underwriting Agency Limited
The Long Barn, Priory Lane, Burford,
Oxfordshire OX18 4SG

(Northern Ireland)

Blagrove Underwriting Agency Limited
2nd Floor, 106 University Street, Belfast
BT7 1HE

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1. Introduction to Your Policy

Thank **You** for choosing to insure with Blagrove Underwriting Agency Ltd on behalf of Starr International (Europe) Limited.

Our contract with You

This **Policy** is a contract of insurance between **You** and **us**, and comprises the following:

- The **Policy** wording which includes:
  - a) The Definitions that apply to the whole **Policy;**
  - b) The various sections that sets out the coverage, and the conditions and exclusions that apply to each section;
  - c) The General Exclusions that apply to the whole **Policy;**
  - d) The Claims Conditions that apply if **You** incur a loss;
  - e) The General Conditions that apply to the whole **Policy;**
- **Your** most current **Schedule** issued by **Us**;
- **Your Certificate of Motor Insurance;**
- any **endorsements** that confirm any change agreed by **Us.** Such **endorsements** may modify any of the above, or the details of the insurance.

This **Policy** is a legal document so please read it carefully and keep it safe. If it does not meet with **Your** requirements, please contact the **Broker** who effected this insurance to arrange any alteration that may be necessary.

Fair Presentation of risk

You must make a fair presentation of the risk (as set out in the Insurance Act 2015) to **Us** in proposing or proposing to vary the insurance provided by this **Policy**. **Our** remedies shall be as follows if **You** or anyone acting on **Your** behalf breaches **Your** duty of fair presentation:

- in proposing for this insurance:
  - a) if such breach is deliberate or reckless, **We** may treat this **Policy** as having been terminated from inception and retain the premium; and
  - b) if such breach is not deliberate or reckless and **We** would not have entered into this **Policy**, **We** may by notice to **You** treat this **Policy** as having been terminated from inception in which case **We** shall return the premium; and
  - c) in case of any other breach, if **We** would have entered into this **Policy** but:
    - i) on different terms (other than terms relating to the premium), **We** may require that this **Policy** is treated as if it had been entered into on those different terms from the outset; or
    - ii) would have charged a higher premium, **We** may reduce the amount to be paid on a claim (and, if applicable, the amount already paid on prior claims) in the same proportion that the premium actually charged represents as a percentage of the premium **We** would have charged but for the breach.

- on variation of this **Policy:**

  a) if such breach is deliberate or reckless, **We** may by notice to **You** treat this **Policy** as having been terminated from when variation was concluded and retain the premium;

  b) if such breach is not deliberate or reckless, and **We** would not have entered into the variation, **We** may treat this **Policy** as having been terminated from when the variation was concluded in which case **We** shall return the relevant premium; and

  c) in cases of any other breach, if **We** would have entered into the variation but:

     i) on different terms (other than terms relating to the premium), **We** may require that the variation is treated as if it had been entered into on those different terms from the outset; or

     ii) would have increased the premium by more than **We** did or at all, **We** may reduce the amount to be paid on a claim arising out of events after the variation in the same proportion that the premium actually charged represents as a percentage of the premium **We** would have charged but for the breach; or

     iii) would not have reduced the premium by as much as **We** did or at all, **We** may reduce the amount to be paid on a claim arising out of events after the variation in the same proportion that the premium actually charged represents as a percentage of the premium **We** would have charged but for the breach.

Applicable law

This insurance is subject to English law and the jurisdiction of the courts of England unless both parties agree otherwise. This contract is written in English and all communications about it will be conducted in English.

Period of insurance and premium payment

We have agreed to insure **You** against loss as described in this **Policy** that may occur within the **Territorial Limits** of the **Policy** during the **Period of Insurance**, provided that **You** have paid the premium and all additional taxes, fees, levies and other relevant fiscal charges shown in the **Schedule**. The cover **We** provide is subject to the terms, conditions and exceptions contained in this **Policy** booklet or in any **Endorsement** applying to this **Policy**.

When cancellation follows **Your** failure to pay the full premium, the amount of money to be returned to **You** will be calculated taking into account a pro rata refund of premium, relating to the number of days left to run under the **Policy**. There will be no refund of premium allowable if there has been a loss or incident likely to give rise to a claim during the current **Period of Insurance**. **We** may at **Our** discretion reduce any claims payment by the amount of outstanding or overdue premiums that **You** owe **Us.**

Delegated Authority

Blagrove Underwriting Agency Ltd are an intermediary and not an insurer. Blagrove Underwriting Agency Ltd has not made any personal recommendation regarding the sale of this **Policy**.

This **Policy** is issued in accordance with the authorisation that Starr International (Europe) Limited have granted to Blagrove Underwriting Agency Ltd. This contract makes the Blagrove Underwriting Agency Limited Our agent and gives them the authority to perform certain acts on **Our** behalf, but does not affect **Your** rights to claim or make a complaint

Regulation

Starr International (Europe) Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. (FRN 676783). Starr International (Europe) Limited is registered in England and Wales, company number 09654797. The registered office is: 30 Fenchurch Avenue, London EC3M 5AD

Blagrove Underwriting Agency Ltd (BUA) is authorised and regulated by the Financial Conduct Authority and **Our** reference number is 511162. BUA's offices are at 34 Lime Street, London EC3M 7AT and **Our** registered office is at The Long Barn, Priory Lane, Burford, OX18 4SG (Co Reg No 04209302).

Signature

This document has been issued by Blagrove Underwriting Agency Ltd under the authority granted by Starr International (Europe) Limited.



Andrew Wallace
Managing Director
Blagrove Underwriting Agency Ltd.

Data protection notice

For the purpose of this clause any reference to the 'Insurer' or '**we**', **'our**' or **'us**' shall apply to Blagrove Underwriting Agency Ltd and Starr International (Europe) Limited.

To provide **Our** services as an insurer, **We** will collect and use information about **You**, such as **Your** name and contact details, which may also include special categories of personal data (e.g. about **Your** health) and information relating to criminal convictions and offences. All personal information (including any sensitive personal data) acquired by **Us** is held in accordance with all applicable legislation relating to data protection and privacy including (but not limited to) the Regulation (EU) 2016/679 Of The European Parliament and of the Council of 27 April 2016 and **We** maintain protections and procedures in the storage and disclosure of personal information to keep it secure and prevent unauthorised access to or loss of such information.

We may monitor and record all communications with **You** for compliance and training purposes.

Your consent to **Us** processing special categories of personal data is necessary for **Us** to provide **You** with the relevant services and **You** hereby for:

a) underwriting, renewal information, validation of claims history, claims handling and all other matters relating to the processing of this insurance and any claims under this **Policy**;

b) statistical analysis, management information and market research;

c) audits, system integrity checking and risk management.

Although **You** may withdraw **Your** consent at any time, if **You** do, **We** may be unable to continue to provide services to **You.**

Personal information may also be used for the prevention and detection of fraud, and **You** consent to **us**:

a) sharing information about **You** with other organisations (including the police) for the purposes of fraud prevention and detection;

b) conduct searches using publicly available databases (including social media);

c) undertaking credit searches;

d) checking and sharing **Your** details with fraud prevention and detection agencies.

Personal information may also be disclosed to the following entities as part of the operation of **Our** business:

a) other members of **Our** group;

b) other insurance entities (such as **O u r** reinsurers) who have an interest in the risk accepted under this insurance;

c) **our** regulators;

d) potential purchasers of the whole or part of **Our** business;

If false or inaccurate information is provided and fraud is suspected, details will be passed to fraud prevention agencies and made available to other organisations that have access to their databases. Law enforcement agencies may access and use this information. This information is used by **Us** and other organisations to prevent fraud and other financial crime when:

a) checking the details made under the duty of fair presentation;

b) confirming claims information;

c) recovering outstanding debts;

d) checking details on applications for credit and managing credit accounts;

e) checking details of job applicants and employees.

Please contact **Us** if **You** require details of the relevant fraud prevention agencies.

Please note: information from fraud prevention agencies may be accessed and used from other countries.

Personal information may be transferred to entities within and outside of the European Economic Area. If **We** do transfer information, **We** will ensure that it is appropriately protected.

Where personal information is provided about another person, **You** must inform that person of **Our** identity, and why their personal information will be processed and disclosed. **You** must also obtain their written consent to the processing of their personal information in this way and provide **Us** such consent upon request.

Individuals have certain rights under the Data Protection Act 1998, including:

a) the right to ask for a copy of the information **We** hold about them; and

b) to correct any information that may be inaccurate.

If **You** wish to check this information or have any queries as to how **We** use **Your** information, please contact **Us** at the address below. **You** also have the right to withdraw **Your** consent to **Us** using **Your** information at any time.

If **You** wish to exercise these rights, or if **You** are not satisfied with **Our** use of **Your** personal data or **Our** response to any request by **You** to exercise **Your** rights in relation to **Your** personal data, please contact **Us**:

The Data Protection Officer Blagrove

Underwriting Agency Ltd

The Long Barn, Priory Lane,

Burford, Oxfordshire OX18 4SG

For more information on the Data Protection legislation, **You** may also make a complaint to the Office of the Information Commissioner at:

Wycliffe House

Water Lane

Wilmslow, Cheshire SK9 5AF

Tel: 0303 123 1113 or 01625 54 57 45

email: mail@ico.gsi.gov.uk

Motor Insurance Database

Information relating to this insurance will be added to the Motor Insurance Database (MID) which is managed by the Motor Insurers' Bureau (MIB) and it is a condition of this **Policy** that **You** supply all the details of **Your Vehicles** in order that these details can be recorded on the MID. Failure to comply with the requirements of this condition may result in the cancellation of this insurance in accordance with the Cancellation condition.

The MID and the data stored on it may be used by certain statutory and/or authorised bodies including the Police, the DVLA, the DVANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

a) Electronic licensing

b) Continuous insurance enforcement

c) law enforcement (prevention, detection, apprehension and/or prosecution of offenders);

d) the provision of government services and/or other services aimed at reducing the level and incidence of uninsured driving.

If **You** are involved in a road traffic accident (either in the UK, the EEA or certain other territories), insurers and/or the MIB may search the MID to obtain relevant information. Persons (including 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 **Your** correct registration number. If it is incorrectly shown on the MID **You** are at risk of having **Your Vehicle** seized by the Police. **You** can check that **Your** correct registration number details are shown on the MID at **www.askmid.com**.

Detecting and Preventing Fraud

In order to keep premiums as low as possible for all of **Our** customers, **We** participate in a number of industry initiatives to aid the prevention and detection of crime, especially insurance-related fraud. **We** pass information to the Claims and Underwriting Exchange Register and the Motor Insurance Anti–Fraud and Theft Register operated by Insurance Database Services Ltd (IDS Ltd). **We** may search these registers and any other relevant databases in order to make decisions regarding the provision and administration of insurance and, when **You** make a claim, to validate **Your** claims history or that of any person or property likely to be involved in the claim.

As part of **Our** anti-fraud processes, information will be passed to third party credit reference agencies for the purposes of identity verification only. As part of the identity verification process, **Your** information will be checked against a range of databases/registers and a 'soft footprint' will be left on **Your** credit file for a period of twelve (12) months. Unlike standard credit checks, soft footprints do not affect **Your** credit score, and **You** are the only person who can view them on **Your** credit report.

Other Insurers

We may pass information about **You** and this insurance to other insurance companies with which **We** either reinsure **Our** business or who are dealing with a claim made under this **Policy**. In addition, information may be passed to other insurance-related organisations in common with industry practice. These companies may be located in countries outside the United Kingdom but within the European Economic Area ("EEA"). **We** may also share data with other group companies who may be located outside of the EEA.

2. Definitions and interpretation

Interpretation

Words shown in bold have a particular defined meaning. **You** should refer to the Definitions to obtain the full meaning of such terms. Also, where the context requires:

- words in the singular will include the plural and vice versa; and
- words expressed in one gender shall include all genders; and
- references to 'a person' shall include any individual, company, partnership or any other
- legal entity;
- references to a statute, regulation or trade terms of contract will be construed to include all its amendments or replacements.

Definitions

- **Accessories** means **Your Vehicle's** standard **Accessories**, spare parts or components, including the makers' standard tool kit and safety equipment;
- **Approved Repairer** means a motor vehicle repairer authorised by **Us** or **Our** representative to repair **Your Vehicle** following a valid claim under the 'Loss or damage to **Your Vehicle** section;
- **Broker** means the company or person who is acting on **Your** behalf as an intermediary, or advisor, between **You** and **Us.**
- **Certificate of Motor Insurance** means the document required by law to evidence the existence of the minimum compulsory insurance which describes who may drive **Your Vehicle** and the purpose for which it may be used;
- **Courtesy car** means a car loaned to **You** by **Our Approved Repairer** (subject to availability) whilst **Your Vehicle** is being repaired following a valid claim under the 'Loss or damage to **Your Vehicle** section;
- **Endorsement** means a change in the terms of insurance;
- **Excess** means the first part of each and every claim for which **You** are responsible. If more than one **Vehicle** is involved in the same incident, the **Excess** shown in the **Schedule** shall apply to each **Vehicle** separately;
- **Fire** means fire, lightning, explosion, or self-ignition;
- **Hazardous Goods** means:
    a) Explosives or Radioactive Materials as defined under The United Nations Model Regulations on the Transport of Dangerous Goods 14th revised edition (2005) Classifications 1 & 7 (except for exempt amounts);
    b) flammable liquids or gases in road or container tankers
- **In-Vehicle entertainment, communication and navigation equipment** means permanently fitted media players, telephones, CB radios and satellite navigation equipment. Portable items (such as radar detection equipment, personal digital assistants or portable GPS navigators), audio and visual media are not included within this definition.
- **Market Value** means the cost of replacing **Your Vehicle** with one of similar type, age and condition at the time of loss or damage as assessed by an automotive engineer in conjunction with the published trade guides and websites;
- **Minimum cover** means the minimum level of cover provided to satisfy the **Road Traffic Act** in respect of liability for the death of or injury to other people and damage to their property;
- **Period of Insurance** means the period shown in the **Schedule** and **Certificate of Motor Insurance** for which **We** have agreed to cover **You** and for which **You** have paid the premium;

- **Personal Effects** means **Your** and/or the driver's and/or any passenger's personal property in **Your**
- **Vehicle** at the time of an accident;
- **Policy** means the contract of insurance formed of the documents described in '**Our** contract with **You'** clause of the introduction;
- **Private Car** means a **Vehicle** (including its **Accessories**) which is a passenger carrying **Vehicle** not exceeding eight (8) seats (excluding the driver) mentioned by description, category or registration mark in the **Schedule** and unless otherwise agreed, registered in Great Britain or Northern Ireland;
- **Proposal Form** means the application for insurance and declaration completed by **You** or on **Your** behalf which forms a part of **Your** basis of fair presentation;
- **Road Traffic Act** means the law which governs the driving or use of any motor **Vehicle** within the United Kingdom (including the **Road Traffic Act** 1988 and all related and subsequent legislation) or any other country in which this insurance may provide cover as defined in the Foreign Use section of this **Policy**.
- **Schedule** means the document titled **Schedule** that includes **Your** name and address, the premium and other variables to this **Policy** (including **Endorsement** clauses) and is incorporated in this **Policy** and accepted by **You**. **Your Schedule** may be re-issued from time to time where each successor **Schedule** overrides the earlier document;
- **Statement of Fact or Statement of Insurance** means the form that shows the information that **You** gave **Us** or that was given on **Your** behalf at the time **You** applied for insurance;
- **Territorial Limits** means Great Britain, Northern Ireland, the Isle of Man, the Island of Guernsey, the Island of Jersey, the Island of Alderney and shall include transit by sea, air and rail within and between these places.
- **Trailer** means **Trailer**, semi-trailer, or container used for carrying goods but which cannot be driven itself;
- **We/Us/Our/the Insurer** means Starr International (Europe) Limited and where the context requires Blagrove Underwriting Agency Limited;
- **You/Your** means the company or person(s) named as "the insured" in the S**chedule**, or as "the Policyholder" in the **Certificate of Motor Insurance** or renewal notice applying to this insurance.
- **Vehicle** means any motor **Vehicle** which is stated on the **Schedule**, together with its **Accessories**. Unless declared to and accepted by Us a vehicle will be deemed to be of standard specification and any claim settlement will not exceed the costs relating to a standard vehicle.

3. Our Service Commitment

Complaints

We strive to provide an excellent service to all **Our** customers but occasionally things can go wrong. **We** take all complaints seriously and endeavour to resolve all customers' problems promptly. If **You** have a question about this insurance or complaint about **Your Broker**, **You** should contact **Your Broker**.

If **Your** complaint is in relation to this insurance or a claim **You** should contact **Us** at Complaints Handling, Blagrove Underwriting Agency Ltd, The Long Barn, Priory Lane, Burford, OX18 4SG, complaints@blagrove.com, 01993 670555.

If, after making a complaint:

a) **You** feel that the matter has not been resolved to **Your** satisfaction; or

b) **We** have not responded within eight weeks of **Your** original complaint to **us;** and

c) **You** are an eligible complainant, **You** may contact The Financial Ombudsman Service:

Exchange Tower, Exchange Square, London, E14 9SR

Email: complaint.info@financial-ombudsman.org.uk

Telephone: 0300 123 9 123 or 0800 023 4567

Website: http://www.financial-ombudsman.org.uk/consumer/complaints.htm.

Making a complaint to the Financial Ombudsman Service (FOS) does not affect **Your** rights under this **Policy**.

A summary of **Our** complaint handling procedure is available on request and will also be provided to **You** when acknowledging a complaint.

The FOS will only consider a complaint if **You** are an eligible complainant and if:

a) **We** have been given an opportunity to resolve it; and

b) **We** have given **You** a final response letter and **You** have referred **Your** complaint to the FOS within six (6) months of **Our** final response letter; or

c) **We** have not responded to **Your** complaint with a decision within eight (8) weeks.

The complaints procedure is without prejudice to **Your** rights to take legal proceedings.

Financial Services Compensation Scheme

The Financial Services Compensation Scheme covers this **Policy**. **You** may be entitled to compensation from the Scheme if **We are** unable to meet **Our** obligations under this contract.

Entitlement to compensation under the Scheme depends on the type of business and circumstances of the claim. Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU or from their website (www.fscs.org.uk)

4. Cover

The cover provided for **You** by this insurance is shown in the **Schedule** and determines which sections of the document apply.

Section Description	Comprehensive	Third Party, Fire & Theft	Third Party Only
Section 1 - Liability to others	Yes	Yes	Yes
Section 2 - Loss of or Damage to Your Vehicle	Yes	Yes	No
Accidental Damage	Yes	No	No
Malicious Damage and Vandalism	Yes	No	No
Fire	Yes	Yes	No
Theft or Attempted Theft	Yes	Yes	No
Section 3 - Glass Cover	Yes	No	No
Section 4 - Personal Belongings	Yes	No	No
Section 5 – In-Vehicle safety technology	Yes	No	No
Section 6 - Medical Expenses	Yes	No	No
Section 7 – Emergency Accommodation	Yes	No	No
Section 8 - Personal Accident	Yes	No	No
Section 9 - Foreign Use	Yes	Yes	Yes

The **'General Exclusions'** and **'General Conditions'** apply to **Your** insurance whatever cover **You** have.

Your Policy Schedule provides details of any special cover, Excesses, endorsements or exclusions which apply to Your Policy.

5. Section 1 - Liability to others

Indemnity

We will indemnify **You** for any amount that **You** are legally liable to pay for damages (including claimants' costs that are recoverable from **You**), in the event of:

- Death of or bodily injury to any person;
- Damage to property of others;

as a result of an accident whilst **You** are driving, using or in charge of **Your Vehicle.**

Indemnity to others

We will also indemnify:

- any other person driving, using or in charge of **Your Vehicle**, provided that they are shown as permitted on **Your** current **Certificate of Insurance** and **Policy Schedule**, and that they have **Your** permission;
- any person is using (but not driving) **Your Vehicle** with **Your** permission, provided that the use is for social, domestic and pleasure purposes (i.e. not used for business purposes);
- any passenger is travelling in, or getting into or out of **Your Vehicle**;
- at **Your** request the owner of the **Vehicle**, where such **Vehicle** is loaned, leased or hired to **You** (other than under a hire purchase agreement);
- any principal for any legal liability incurred by **You** when using the **Vehicle** for contract work on behalf of the principal so long as **You** have arranged with the principal for the conduct and control of all claims for which **We** may be liable to be vested in **Us**;

Provided that the person claiming indemnity is not entitled to indemnity under any other **Policy**; and shall, as though they were the Insured, observe, fulfil and be subject to the terms, exclusions and conditions of this **Policy** in so far as they apply:

Limit of liability for third party property damage

The maximum amount **We** will pay under this section in respect of property damage is:

- **£20,000,000** - for any one claim or a number of claims arising out of the one incident if the damage is caused by a **Private Car**;
- **£5,000,000** - if the damage is caused by any other type of **Vehicle**.
- **£1,200,000** - in respect of any **Vehicle** carrying **Hazardous Goods**
- **£1,200,000** - for liability arising from an act of terrorism

Cross Liability

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

Defence costs

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

- legal fees and costs incurred in dealing with or defending any action at law by which damages in respect of death, bodily injury or damage are claimed against any person covered by this **Policy**;
- Solicitors' fees for representing **You** at any fatal accident enquiry, Coroners, Magistrates or
- similar court; and
- The reasonable cost of legal services to defend **You** against a charge of manslaughter or causing death by dangerous or reckless driving; and
- legal expenses in respect of defending any charge brought under the Corporate Manslaughter and Corporate Homicide Act 2007;

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

The maximum amount **We** will pay under this clause is **£1,000,000** for any one claim or a number of claims arising out of the one incident and in any one **Period of Insurance**.

Extensions applicable to this section

Unauthorised use

We will indemnify **You** for **Your** liability arising from the unauthorised use of **Your Vehicle** by **Your** employees;

Emergency treatment

We will pay for emergency treatment that is needed under the **Road Traffic Act** following an accident involving **Your Vehicle**;

Towing of disabled Vehicles

We will indemnify **You** for **Your** liability arising from bodily injury or damage to property that occurs while **You** are towing a disabled mechanically propelled Vehicle. **We** will not be liable for any loss of or damage to the disabled mechanically propelled Vehicle, or the property contained in or on said **Vehicle**.

Unlicensed Drivers when a licence is not required by law

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

Trailers

We will indemnify **You** for **Your** liability arising from bodily injury or damage to property arising from any **Trailer** owned by **You** or in **Your** custody or control whilst attached to **Your Vehicle** or if accidentally detached during the course of a journey.

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

We will not indemnify **You** under this section for any loss or damage to property being conveyed on the **Trailer**.

Cyber Liability Cover

We will pay any amounts **You** may legally have to pay subject to the limits stated under Section 1 for causing death or bodily injury to other people, or property damage, due to:

1. The use of, or failure of, any application, software or programme in connection with your vehicle (including any driver assistance, safety or security systems);

2. Any computer virus, ransomware, code or software affecting any electronic systems fitted to your vehicle by the original vehicle manufacturer;

3. Any threat, deception or hoax relating to 1 and/or 2 above; subject to the terms, conditions, limitations and exclusions of this policy.

Exclusions applicable to this section

Except where necessary to meet the requirements of any compulsory motor legislation operating within the **Territorial Limits** of the **Policy**, in addition to the General Exclusions **We** will not indemnify **You** for**:**

1. death of or injury to the person driving **Your Vehicle** or in charge of **Your Vehicle** for the purpose of driving;
2. loss of or damage to:
    a) **Your Vehicle** or any other Vehicle that is in **Your** care, custody or control including any **Trailer**, caravan or broken-down Vehicle; or
    b) property belonging to or held in trust by **You** or in **Your** custody or control;
    c) property being conveyed by, on or in **Your Vehicle**;
3. loss of or damage to property owned by, or in the care, custody or control of **You** or any other person insured by this **Policy**;
4. liability for the death of or injury to any person or loss of or damage to any property caused as a result of the deliberate use of **Your Vehicle**:
    a) To cause damage to other vehicles or property; and/or
    b) To cause injury to any person and/or to put any person(s) in fear of injury.
5. liability for death of or injury to any **Your** employee, or any employee of any other person entitled to drive **Your Vehicle** following an accident which occurs during the course of their work except where **We** must meet the requirements of the **Road Traffic Acts**;
6. liability for death, injury, loss or damage that arises beyond the limits of the carriageway in respect of the bringing to or taking away the load from **Your Vehicle** by any person other than **Your** driver or attendant;
7. Indemnity to any person if there is other insurance already in force which covers the same liability;
8. death, bodily injury or damage to property, arising directly or indirectly out of the operation of any **Vehicle** or **Trailer** as a tool of trade except where used for self-loading and/or self- unloading operations provided that:
    a) the **Vehicle** is operating solely for the provision of power of the self-loading machinery, is immobilised and has all safety features properly engaged and there is no other **Policy** in force that covers the same liability; or
    b) the **Trailer** is immobilised and has all safety features properly engaged;
9. any loss or damage due to contamination, sooting, deposition, impairment with dust, chemical precipitation, poisoning, epidemic and disease including but not limited to foot and mouth disease, pollution, adulteration or impurification or due to any limitation or prevention of the use of objects because of hazards to health.

    This exclusion does not apply if such loss or damage arises out of one or more of the following perils – **Fire** and resultant smoke damage, lightning, explosion, earthquake, impact of aircraft, storm, flood, weight of snow, escape of water from fixed water tanks, apparatus or pipes, riot, civil commotion, malicious damage, subsidence, heave or landslip;
10. death, bodily injury or damage to property, arising directly or indirectly by the wrongful collection or delivery of a load, or where the load does not conform to the specification of the customer;
11. death, bodily injury or damage to property where **Your Vehicle** is towing more **Trailers** than permitted by law;
12. liability for death, injury, loss or damage that arises out of the use of any tools, goods or personal belongings carried in or on **Your Vehicle**;
13. any liability **You** have under an agreement or contract unless **You** would be liable anyway if the agreement or contract did not exist;
14. proceedings consequent upon any bodily injury or damage deliberately caused by **You**.

6. Section 2 - loss of or damage to Your Vehicle

Indemnity

We will indemnify **You** for loss or damage to **Your Vehicle** caused by an identifiable and specific incident resulting in:

- Accidental damage;
- malicious damage (meaning intentional, unlawful destruction or defacement) and vandalism only when caused by any person not in **Your** employ;
- **Fire**;
- Theft or attempted theft.

Basis of settlement

In the event of loss or damage to **Your Vehicle, We** will, at **Our** absolute discretion, either:

a) pay to repair **Your Vehicle**; or

b) replace **Your Vehicle** with one of a similar type, age or condition; or

c) pay **You** the pre-accident value of your **Vehicle**.

The vehicle value will not exceed:

a) the **Market Value** of **Your** lost or damaged **Vehicle**;

b) the price **You** paid for **Your** lost or damaged **Vehicle**;

c) the manufacturer's list price for any replacement component part or **Accessories**;

d) the amount outstanding under the leasing agreement for **Your Vehicle;**

e) the value of the **Vehicle** that **You** declared to **Us** at the commencement of the **Period of Insurance;**

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

In the event that the outstanding vehicle finance balance exceeds the settlement amount payable under this Policy, and no separate GAP Insurance is in force to cover such shortfall, **You** will remain liable for discharging the residual finance liability or for agreeing suitable repayment arrangements with the finance provider immediately following settlement of the claim, in order that the finance company's interest in the vehicle may be released. **You** will be liable for any charges that are accrued due to delays in this action being taken.

Transport of Your Vehicle after an accident

If **Your Vehicle** is disabled as a result of loss or damage insured by this section, **We** will indemnify **You** for the reasonable costs of protection and removal of **Your Vehicle** to **Our Approved Repairers** or the nearest suitable repairers and the reasonable cost of delivery to **You** in the United Kingdom after repair;

Repairs

Repairs are normally undertaken by **Our Approved Repairer** (excluding Northern Ireland). If **You** choose not to use **Our Approved Repairer**:

a) **You** must obtain a written estimate for repair from **Your** repairer before instructing the repairer;

b) **We** will authorise repairs by **Your** repairer only if **We** consider the estimate for repairs reasonable;

c) **We** will not pay more than the cost of repairs had the work been undertaken by **Our Approved Repairer**. In these circumstances **We** may at **Our** option settle the claim for repairs to **Your Vehicle** by making a cash payment for the amount quoted by **Our Approved Repairer** less the **Excess** which applies to the claim;

d) **We** will not guarantee the work after **You** have signed a customer satisfaction note and **Your Vehicle** has been returned to **You** by the repairer;

We or the repairer may use parts which have not been supplied by the manufacturer;

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

If repairs are completed without our prior knowledge and consent this may affect the amount we pay in final settlement of your claim. In all circumstances, anyone conducting repairs to an insured vehicle should retain the following for our inspection:

- A fully costed estimate
- All damaged parts and
- Images of the damaged areas of the insured vehicle

If you fail to provide all requested information, documentation and evidence of claim damage, we reserve the right not to pay for damages under this Section.

Courtesy Car

The provisions of this clause are subject to the availability of a suitable Vehicle and is not binding on Us.

If a valid claim is made under this insurance, and **Your Vehicle** is to be repaired by one of **Our Approved Repairers**, the repairer may provide **You** with a **Courtesy Car** (subject to availability) for the duration of the repairs.

If the parts required to repair **Your Vehicle** are not immediately available to **Our Approved Repairer, We** reserve the right to withhold the provision of a **Courtesy Car** until such time as the necessary parts are available and repair work can proceed.

If **Your Vehicle** is accepted by **Our Approved Repairer** as being a repairable proposition, but it is subsequently deemed by **Us** to be beyond economical repair, **We** reserve the right to withdraw the **Courtesy Car** immediately.

The **Courtesy Car** can only be provided subject to availability and will be supplied subject to **Our Approved Repairer's** standard terms and conditions, for use in the United Kingdom only. **Our** aim is to keep **You** mobile rather than the **Courtesy Car** being a replacement for **Your Vehicle** in terms of status or performance. The **Courtesy Car** will normally be a small hatchback of less than 1200cc.

While **You** are in possession of the **Courtesy Car** for the period during which **Your Vehicle** is being repaired, cover for loss of or damage to the **Courtesy Car** will be provided by this **Policy** in accordance with its terms, **Endorsements** and conditions, including **Excesses**. **We** will not make a charge for this cover.

Any accidents or losses while **You** are in possession of the **Courtesy Car** must be reported to **Us** immediately and may affect the future premiums payable under this **Policy**.

Driving of the **Courtesy Car** will be limited solely to those persons named on **Your Certificate of Motor Insurance**, and the use of the car will be restricted to the use described on that certificate.

You are not required to inform **Us** when **You** are supplied with a **Courtesy Car** from **Our Approved Repairer**.

You must return the **Courtesy Car** to **Our Approved Repairer** either when **We** ask **You** to do so or if this insurance falls due for renewal and **You** fail to renew it with **Us.**

Misfuelling

What is covered:

If the **insured vehicle** cannot be driven as a result of using the incorrect type of fuel, **We** will cover:

• draining and flushing of the fuel tank at the roadside

• taking the insured vehicle and you to the nearest available repairer for draining and flushing of the fuel tank, if it cannot be done at the scene

• topping up the fuel tank with 10 litres of the correct fuel

Please note: if **You** realise **You** have used the incorrect fuel and have not started the **insured vehicle**, do not attempt to start it.

What is not covered:

• any transportation beyond the nearest available repairer unless previously agreed by **Us**

• any loss of fuel due to draining and flushing

• any resultant damage or failure of any parts caused by incorrect fuel being used

Total loss

We will normally declare **Your Vehicle** or **Trailer** a total loss;

a) If **We** deem the cost of repairing **Your Vehicle** or **Trailer** as uneconomical; or

b) If **Your Vehicle** or **Trailer** has been stolen and not recovered.

If **Your Vehicle** or **Trailer** is declared a total loss **Our** liability will be determined in accordance with the basis of settlement clause;

where **We** request so, **You** must provide **Us** with:

a) the current Vehicle Registration document (V5)

b) the current MOT certificate, where applicable; and

c) all keys to the **Vehicle**; and

d) the purchase receipt for the **Vehicle**; and

e) any other items **We** may reasonably require;

Once **You** have accepted **Our** offer, the damaged **Vehicle** will become **Our** property for disposal in accordance with the Code of Practice for the Disposal of Motor Vehicle Salvage; Claim settlement is subject to **Us** successfully collecting the salvage intact.

Once **Your** total loss claim has been settled, cover in respect of this **Vehicle** will cease immediately and **We** will retain the full premium charged for it.

New vehicle replacement

This cover applies to any car or commercial vehicle with a gross weight of 7.5 tonnes or less.

If the vehicle is less than one year old from the date of buying it new and the cost of repairing any damage (that is covered by this insurance) is more than 50% of the manufacturer's recommended retail price plus taxes, or is lost by theft or is stolen and not recovered, **We** will replace it with a new vehicle of the same make, model and specification, provided one is available.

The lost or damaged vehicle will then belong to **Us.**

Audio, visual, communication, guidance or tracking equipment

The cover provided by this policy includes loss of, or damage to, permanently fitted audio, visual, communication, guidance or tracking equipment that formed part of your vehicle when it was originally made.

If it was not part of the vehicle when it was originally manufactured, we will only pay up to **£500**.

Additional Excesses

You will have to pay an amount in addition to the **Excess** stated in the **Schedule** for loss of or damage to **Your Vehicle** under this section of the **Policy** in respect of the drivers (if permitted to do so as shown on **Your** current **Certificate of Motor Insurance** and **Schedule**) who are either under the age of twenty five (25) years or who have limited driving experience. The categories of driver subject to additional **Excesses** are as stated below:

Drivers	First Amount
Under 21 years of age	£300
Aged 21 to 24 years of age	£200
Aged 25 years or over who has a provisional driving licence or has not held, for 12 months or more, a full driving licence issued by the UK or any country which is a member of the European Union.	£200

Stolen Keys

If the keys or lock transmitter to **Your Vehicle** are stolen **We** will pay up to **£1,000** (after the deduction of any **Excess** that applies to this section) towards the cost of replacing the door locks and/or boot lock, ignition, steering lock, the lock transmitter and central locking interface, providing it can be established that the identity of **Your Vehicle** or where it is normally kept overnight is known to the person(s) in receipt of such keys or transmitters.

Exclusions applicable to this section

In addition to the General Exclusions, **We** will not indemnify **You** for**:**

1. The **Excess** shown in the **Schedule** which relates to this section of the **Policy** and any additional **Excess** shown in this section;
2. wear and tear, oxidation, rust, depreciation, vermin, insects, mildew or fungus, faulty workmanship or any other losses which are not directly associated with the incident that causes **You** to claim;
3. Mechanical, electrical, electronic, computer software faults, failures, breakdowns, breakages or malfunctions;
4. Damage to the tyres of **Your Vehicle** caused by braking, punctures, cuts and bursts unless as a direct result of an accident covered by this **Policy**;
5. Damage to **Your Vehicle** caused by filling its fuel tank with the incorrect fuel;
6. Loss or theft of petrol or diesel fuel;
7. Damage caused by the freezing of liquid in the cooling system of **Your Vehicle** unless **You**
8. have taken all reasonable precautions as recommended by **Your Vehicle** manufacturer;
9. legal impounding or destruction of **Your Vehicle** by order of any government or public authority;
10. Loss of or damage to Your Vehicle caused by a deliberate act by You or any other person insured on this Policy; this includes damage sustained by intentionally driving through flood water, and/or a failure to act appropriately in light of any red storm warnings issued by the UK Meteorological Office in the Territorial Limits;
11. Loss of or damage to **Your Vehicle** if it is taken, used or driven without **Your** permission by a spouse or civil partner, partner, boyfriend or girlfriend, employee or ex-employee, member of the family or household of a permitted driver;
12. Loss of or damage to **Your Vehicle** if it is involved in a theft or attempted theft and the incident has not been reported to the police and a crime reference number obtained;
13. Loss of or damage to **Your Vehicle** by fraud, trickery or deception including but not limited to someone claiming to be a buyer, a buying or selling agent, or by **You** accepting a form of payment which a bank or building society will not authorise;
14. theft of **Your Vehicle** whilst unattended and:
    a) the locks have not been engaged;
    b) the keys have been left in, on or in the vicinity of **the Vehicle**;
    c) the immobiliser is either not working or not been activated;
    d) any of the windows, sunroof or roof (if applicable) has been left open;
15. any additional damage resulting from the **Vehicle** being moved by **You** after an **accident** or **Fire** or theft;
16. any reduction in the value of **Your Vehicle** following damage, whether repaired or not;
17. the cost of repairing, replacing or improving any parts of **Your Vehicle** which have not been damaged;
18. the cost of repairing or replacing any non-standard parts fitted to **Your Vehicle** that have not been disclosed to and agreed by **Us;**
19. loss of or damage to **Your Vehicle's Accessories** unless loss or damage to **Your Vehicle** occurs at the same time from the same cause;

20. loss or damage to **Your Vehicle** caused by or consequent upon the operation of tipping gear;
21. damage to **Trailer(s)** unless details of the **Trailer(s)** are declared in writing and agreed by **us;**
22. loss of or damage to sheets, tarpaulins, tilts or to any container which is not permanently fitted to **Your Vehicle**;
23. damage to **Your Vehicle's** windscreen or window glass, unless cover as defined in **Your Policy Schedule** is comprehensive;
24. loss of or damage to any portable audio, visual or communication devices or media including computer or gaming equipment, cell phones, smart phones, traffic information systems or CB radio equipment carried in or on **Your Vehicle**;
25. loss or damage to any goods carried in or on **Your Vehicle**; loss of or
26. damage to any taxi metering or other related equipment;
27. loss of use, delay, loss of market or any other compensation for any costs incurred as a result of not being able to use **Your Vehicle** following loss or damage;
28. Any Value Added Tax (VAT) amounts when **You** are VAT registered;
29. Loss, theft, damage, impairment, disablement or loss of use of your vehicle caused deliberately or maliciously by:
    i. the use of, or failure of, any application, software, or programme in connection with your vehicle, including driver assistance, safety, security, infotainment or software updates whether authorised or unauthorised;
    ii. the use of, or failure of, any electronic device connected to your vehicle (for example smartphones, tablets or smartwatches used for navigation, infotainment or any other purpose);
    iii. any computer virus, ransomware, code or software;
    iv. theft of, loss of access to, or damage to, any telematic device or any electronic data (for example files, music or images) wherever it is stored;
    v. any threat, deception or hoax relating to i., ii., iii., and/or iv. above.

7. Section 3 - glass

Indemnity

We will pay the cost of repair or replacement of accidentally damaged or broken glass in the windscreen or side or rear windows of **Your Vehicle** and any scratching to the bodywork caused by the broken glass, as long as there has not been any other loss or damage.

Exclusions applicable to this section

In addition to the General Exclusions, **We** will not indemnify **You** for**:**

1. **Excess**

   The windscreen **Excess** shown in the **Schedule**; unless the glass is repaired and not replaced where the **Excess** shall be **£25**;

2. **Non authorised suppliers**

   Any amount over **£250** for each incident, unless the repair or replacement is carried out by **Our** recommended windscreen specialists;

3. **Panoramic roof panels**

   Damage to any fixed panoramic glass roof panels that are an integral part of the body structure of a **Private Car**.

For windscreen or window claims telephone Our windscreen repair helpline on 0330 123 0454.

Northern Ireland

For windscreen or window claims telephone 028 96 237284 or email niclaims@blagrove.com

8. Section 4 – Loss of or damage to Personal Effects

Indemnity

We will indemnify **You** or **Your** driver or passenger for loss or destruction of, or damage to their **Personal Effects** occurring during the **Period of Insurance**, provided that the loss occurs as part of an incident for which **We** provide indemnity under this **Policy**.

Our liability under this section shall be limited to the amounts stated below for **Personal Effects** per **Vehicle**, regardless of the number of vehicles involved or persons making a claim under this section.

- **£500** for personal belongings
- **£150** for an electric vehicle charging cable
- **£200** for any child seat, child booster seat, pushchair, buggy or carrycot (excludes children's toys)
- **£2,500** for any wheelchair

Exclusions applicable to this section

In addition to the General Exclusions, **We** will not indemnify **You** for:

1. loss or destruction of, or damage to:
   a) Money, stamps, tickets, documents, credit cards, jewellery, securities or any form of negotiable instruments;
   b) Portable electronic goods or equipment such as mobile phones, smart phones, portable computers equipment (including tablets and handheld devices) audio and video equipment and media;
   c) Goods or samples carried in connection with any trade or business;
   d) Tools or equipment being carried in connection with any trade or business;
2. loss or destruction of, or damage to **Personal Effects** where possession of **Your Vehicle** is obtained by misrepresentation or deception;
3. loss or destruction of, or damage to **Personal Effects** where possession of **Your Vehicle** is obtained by theft and:
   a) the locks have not been engaged;
   b) the keys have been left in, on or in the vicinity of **the Vehicle**;
   c) the immobiliser is either not working or not been activated;
   d) any of the windows, sunroof or roof (if applicable) has been left open;
4. loss or destruction of, or damage to **Personal Effects** arising out of, caused by, resulting from, in consequence of or in any way involving **Your** failure or the failure of **Your** driver to take such precautions as a prudent person would take to prevent such damage to, loss of or destruction of **Personal Effects**; or
5. any and all financial or indirect losses arising out of, caused by, resulting from, as a result of or in any way involving damage to, loss of or destruction of **Personal Effects**.

9. Section 5 - In-vehicle safety technology

We will pay up to **£250** for loss of or damage to in-vehicle safety technology that is in or on **Your Vehicle** if damaged because of an accident, fire, theft or attempted theft.

This cover does not apply to:

- any item which is covered under the personal belongings section
- the cost of reinstating or replacing data of any type that was held in or stored on any equipment in the Insured vehicle.
- Property insured under any other contract
- Wear and tear
- Theft of any property which is in an unlocked vehicle (or convertible vehicle with the top down), unless it is kept in a locked luggage compartment or
- Property that was not reasonably protected

You will not have to pay an excess for any claim under this section.

10. Section 6 – Medical expenses

If an accident occurs which is covered by this **Policy**, **We** will pay up to maximum of **£500** for each person in **Your Vehicle** for any medical treatment which is required following injury as a result of such accident.

11. Section 7 – Emergency accommodation

In the event **You** or **Your** driver is deprived of the use of **Your Vehicle** as a result of an accident occurring during the **Period of Insurance** within the **Territorial Limits** and is unable to reach their destination on the same day of the accident, **We** will pay a contribution of up to **£50** per person with a maximum of **£250** per accident for all persons travelling in the **Vehicle** towards the cost of up to two nights' emergency accommodation.

12. Section 8 – Personal accident

Benefits

We will pay up to a limit of **£10,000** in respect of any one incident if the driver of **Your Vehicle** is accidentally injured in direct connection with an accident whilst travelling in, or getting onto or out of **Your Vehicle** provided that:

within thirteen (13) weeks of the accident the injury causes:

a) the death of the driver; or

b) Loss (including irrecoverable loss of use) of any limb;

c) irrecoverable loss of all sight in one or both eyes; and

the driver is over twenty-one (21) years of age and under sixty-five (65) years of age on the date of the accident.

We will make payment directly to the driver or their legal representative.

Exclusions applicable to this section

In addition to the General Exclusions, **We** will not provide cover for:

1. for death of or injury to any person:
   a) Resulting from deliberate action (including any attempt to commit suicide) unless such action is an attempt to save human life;
   b) When the driver is found to be over the prescribed/legal limit for alcohol;
   c) When the driver is driving whilst unfit through drugs, whether prescribed or otherwise;
   d) When the driver fails to provide a sample of breath, blood or urine when required to do so, without lawful reason;
2. further loss of or injury to any limb or eye which was defective prior to any accident;
3. Where the accident has occurred outside the **Territorial Limits**;
4. Where a claim can be made under another section of this **Policy**.

13. Section 9 - Foreign Use

Legal minimum insurance

We will provide the **Minimum Cover** which is required by law while **Your Vehicle** is in:

Any country which is a member of the European Union (EU); or

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

The following table shows which countries the above currently applies to:

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

A green card is no longer required if **You** travel to any of the above countries but **You** or **Your driver** must instead have **Your** current **Certificate of Motor Insurance** as evidence of compulsory insurance cover.

The cover provided under this section is the minimum required by law in the country **You** or **Your driver** is visiting from those stated above. Where this cover is less than the **Minimum Cover** provided in the United Kingdom, then the **Minimum Cover** required in the United Kingdom will apply.

Please note that the above information may change, therefore **You** must check the latest information with **Your Broker** before **You** travel.

Extended cover

We will insure **Your Vehicle** for the same level of cover as shown in the **Schedule** in any of the countries as set out above provided that:

1. **Your** company or business is permanently domiciled and registered within the **Territorial Limits**; and
2. **Your Vehicle** is:
   a) taxed and registered within **the Territorial Limits;**
   b) is also normally kept within **the Territorial Limits**;
3. the travel outside of the **Territorial Limits** is of a temporary nature and **We** have agreed in writing to cover **Your Vehicle** outside the **Territorial Limits**.
   This clause does not apply to Northern Ireland customers, if You are travelling to the Republic of Ireland the same level of cover as shown in the Schedule will automatically apply.

Vehicle transportation

Cover also applies when **Your Vehicle** is being transported between any of the countries stated above by rail or any recognised sea route by ferry (including loading and unloading) as long as transportation does not exceed sixty-five (65) hours in any one journey.

Application of cover

The cover provided by this section shall be subject to the General Exclusions and to the limitations and exclusions set out in the following sections:

- Section 1 Liability to others
- Section 2 loss or, or damage to **Your Vehicle**,
- Section 4 loss or, or damage to **Your Personal Effects**.

14. General Exclusions

These general exclusions apply to all section of this **Policy**.

Use and Drivers

- **We** will not pay for any loss, damage, injury, death or any other liability whilst **Your Vehicle** is being used or driven:
- for a use not specified or permitted on **Your Certificate of Motor Insurance**;
- for pace-making, competitions, rallies, track days, trials or tests, speed trials or speed tests, whether on a road, track or at an off-road event;
- on the Nürburgring Nordschleife, or any sections of private toll roads without speed limits; for racing, formally or informally, against another motorist whether on a road or track;
- by any person who is not stated either in the "persons or classes of persons entitled to drive" section on **Your Certificate of Motor Insurance** or **Your Schedule** unless **Your Vehicle** has been stolen;
- by a person who does not hold a valid driving licence or is disqualified from driving;
- by a person who holds a driving licence but is not complying with any terms or conditions that may apply to that licence;
- with a load or a number of passengers which is unsafe or illegal; When carrying a load which is not secure;
- When **You** have hired the Vehicle to someone else, regardless of the purpose for which that person is using the **Vehicle**;
- Whilst carrying **Hazardous Goods** other than the incidental use of bowsers; Carrying a load which is greater than that declared to **Us**;
- Being used in contravention of its Gross Plated Weight;
- Carrying a load in such a way that it is likely to impair the safe driving or control of **Your Vehicle** or **Trailer**.

Deliberate Acts

We will not provide indemnity for **Your** liability for the death of or injury to any person or the loss of or damage to any property caused as a result of the deliberate use of **Your Vehicle**:

- To cause damage to other vehicles or property; and/or
- To cause injury to any person and/or to put any person(s) in fear of injury.

Drink and Drugs

We will not provide indemnity for any loss, damage, injury, death or any other liability (other than any obligations **We** must meet as required by road traffic law) if an accident occurs involving **Your Vehicle** and the driver of **Your Vehicle**:

- is found to be over the prescribed limit for alcohol, in the country where the driver has been found to be over the prescribed limit;
- is driving whilst unfit through drink or drugs, whether prescribed or otherwise;
- fails to provide a sample of breath, blood or urine when required to do so, without lawful reason.

War, Earthquake, Riot and Terrorism

We will not provide indemnity for any loss, damage or liability that is directly or indirectly caused by:

- happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority;
- Earthquake or earthquake shock;
- Acts of terrorism as defined in the Terrorism Act 2000 or the equivalent legislation in any other country.

except to the extent that **We** may be liable under the **Road Traffic Act**.

Nuclear, Biological and Chemical Contamination

We will not pay for:

- loss or destruction of or damage to any property or any resulting loss or expense or any loss of use or any legal liability directly or indirectly caused by or arising from;
- any legal liability of whatsoever nature;
- death or injury to any person;
- directly or indirectly caused by or contributed to by or arising from Nuclear, Biological or Chemical contamination due to or arising from;

Terrorism; and/or steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened, suspected or perceived terrorism.

For the purposes of this general exclusion “terrorism” means any act(s) of any person(s) or organisation(s) involving:

- the causing, occasioning or threatening of harm of whatever nature and by whatever means;
- putting the public or any section of the public in fear;

In circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature

Airside use

We will not provide indemnity for any loss, damage or liability arising whilst **Your Vehicle** is in:

- any premises or area to which any aircraft has access, including, but without limitation, an airport or airfield and the service roads within their perimeter and boundary roads;
- A refueling area, ground equipment areas or the Customs examination areas of international airports.

Sonic Bang

We will not provide indemnity for any loss, damage or liability caused directly or indirectly by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speeds.

Criminal Acts

We will not provide indemnity for any loss, damage or liability caused whilst **Your Vehicle** is being used by **You** or any person entitled to drive **Your Vehicle**:

- In the course or furtherance of a crime; or
- As a means to escape from, or avoidance of, lawful apprehension.

Sanction Limitation and Exclusion

We shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

Indirect Loss or Damage

We will not pay for any loss or damage that is not directly associated with the incident that caused **You** to claim, unless expressly stated in this insurance.

15. Claims conditions

These are the conditions of the insurance that **You** need to meet as **Your** part of this contract. If **You** do not meet these conditions, **We** may need to reject a claim payment or a claim payment could be reduced. In some circumstances **Your Policy** may not be valid.

What You must do in the event of a claim

You must contact **Us** using **Our** 24 Hour Claims Helpline as soon as possible, about any accident, loss or damage regardless of **Your** intention to make a claim under this insurance.

The 24-hour Claims Helpline number is 0330 123 0454

If Your claim is due to theft, riot, attempted theft or vandalism **You** must also inform the Police and obtain a crime reference number;

You must report the accident to the Police and **Us** within twenty four (24) hours at the latest if anyone is injured;

If possible, please note the registration number(s) of the Vehicle(s) involved and if the Vehicle is a lorry, please also obtain the cab number

Regarding claims for damage to **Your Vehicle**:

a) **You** must tell **Us** about any damage **You** are going to claim for;

b) repairs are normally undertaken by **Our Approved Repairer**. If **You** choose not to use **Our Approved Repairer:**

i. **You** must obtain a written estimate for repair from **Your** repairer before instructing the repairer;

ii. **We** will authorise repairs by **Your** repairer only if **We** consider the estimate for repairs reasonable;

iii. If **We** believe the estimate is unreasonable **We** may at **Our** sole option, settle the claim for repairs to **Your Vehicle** by paying the amount quoted by **Our Approved Repairer** less the applicable **Excess**.

If there are any circumstances that may give rise to a claim against **You** or **Us** from someone else, **You** must tell **Us** as soon as reasonably possible and in no event less than three (3) days after the accident;

If **You** receive notice of a claim from someone else, **You** must:

a) tell **Us** immediately;

b) send to **Us**:

i. all correspondence **You** receive;

ii. every writ, summons and County Court Claim Form **You** receive.

You must tell **Us** immediately if **You** are about to be prosecuted or have to go to an inquest and confirm the same to **Us** in writing.

If **We** ask to examine driving licence and **Vehicle** documentation before agreeing to settle a claim under this **Policy**, **You** must supply this documentation before **We** can proceed with the settlement

We shall have discretion in the conduct of any proceedings or in the settlement of any claim.

You must not admit liability for, or offer to settle, any claim without **Our** permission.

We shall be entitled to take over and conduct the defence or settlement of any claim or prosecute any claim in the name of any person covered by this insurance.

No proceedings may be commenced against, or settlement accepted from, any other party without **Our** written consent.

You must give **Us** whatever co-operation, information and assistance **We** require in dealing with any claim under this **Policy**

Right of recovery

If **We** are obliged to settle a claim which **We** would not have settled had it not been for the provisions of the **Road Traffic Act** in the United Kingdom or corresponding legislation elsewhere or by reason of **Our** participation in the Motor Insurers Bureau arrangements **We** will require that **You**, or the person who made the claim, repay all such monies to **Us.**

For the avoidance of doubt, where indemnity is not granted, Our right of recovery from You shall extend to any payment made in settlement of a third-party claim on a without prejudice basis, whether or not such payment is required under the Road Traffic Act 1988. This right shall apply irrespective of whether such settlement is reached prior to, or absent of, any Court Judgment.

Inspection

We must be allowed to examine **Your Vehicle** or **Trailer** at any reasonable time after any loss, damage, or accident.

16. General conditions

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

Alterations

You must tell **Us** as soon as possible of any alterations or changes to **Your Vehicles**, the driver details, **Your** business, or any of the details that may affect the risks insured which occur during the **Period of Insurance**.

Ownership of Vehicles

It is a condition of the Insurance Policy that all **Vehicles** must be registered, owned, leased or hired to the **Insured**.

Arbitration

In the event of a dispute or complaint regarding this insurance, if eligible, **You** have the right to refer the matter to the Financial Ombudsman Service in accordance with the complaints clause of this **Policy**.

Alternatively, all disputes which may arise under or in relation to this **Policy**, or to its existence, validity or termination shall be referred by either party to a sole arbitrator to be appointed in default of agreement between the parties by the President of the Institute of Chartered Arbitrators in accordance with the Arbitration Act 1996. The language of the arbitration shall be English and the law applicable to and in the arbitration and governing all disputes shall be English law. The determination of the arbitrator will be binding on both parties.

The making of a final un-appealed arbitration award will be a condition precedent to any right of action, suit or other legal proceeding against **Us. Our** sole obligation in such circumstances shall be to pay such sums as may be directed by a final un-appealed award.

The parties agree to perform their respective continuing obligations under this insurance, if any, while the dispute is resolved unless the nature of the dispute prevents such continued performance of those obligations.

TERRITORIAL LIMITS

We will not make any payments in respect of any proceedings brought against **You** or judgement passed in any court outside of the **Territorial Limits**, unless the proceedings or judgement arise out of **Your Vehicle** being used in a country or state which **We** have agreed to extend this insurance to cover under Foreign use section and the proceedings or judgement are brought in such country or state. For the avoidance of doubt a judgement or order by a Court of jurisdiction recognising or enforcing the order of a foreign court is not treated as a judgement of a Court of competent jurisdiction.

Compliance with terms

We will only provide the cover described in this **Policy** if:

- Any person claiming indemnity has complied with all its terms and conditions;
- **Your Vehicle** is being driven and used in accordance with the terms of the **Certificate of Motor Insurance**;
- **You** have paid the correct amount of vehicle excise duty for **Your Vehicle** or **You** have obtained a statutory off road notice;

Fraudulent Claims

If the **You** make a fraudulent claim under this insurance contract, **We** will not be liable to pay the claim and may recover from the **You** any sums paid by the **Us** to **You** in respect of the claim and **We** may by notice to **You** treat the contract as having been terminated with effect from the time of the fraudulent act.

If the **We** exercise **Our** right under this clause **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim, and **We** need not return any of the premiums paid.

If this insurance contract provides cover for any person who is not a party to the contract ("a covered person"), and a fraudulent claim is made under the contract by or on behalf of a covered person, **We** may exercise the rights set out in this clause as if there were an individual insurance contract between **Us** and the covered person. However, the exercise of any of those rights shall not affect the cover provided under the contract for any other person.

Nothing in these clauses is intended to vary the position under the Insurance Act 2015.

Selection of drivers

We require **You** to check the driving experience record and licences of all drivers and prospective drivers before allowing them to drive **Your Vehicle** and to exercise reasonable care in the selection and employment of competent drivers. Furthermore, **You** shall re-check such details at least annually.

Loss reduction conditions

If **You** do not comply with any part of any condition which makes payment of a claim conditional upon compliance with it, **We** will not pay for any claim, except that where the condition concerned would, if complied with, tend to reduce:

- losses of a particular kind;
- loss at a particular location;
- losses of a particular time.

If **You** can show that non-compliance with the condition could not have increased the risk of the loss that actually occurred in the circumstances that occurred, **We** shall provide indemnity as though the non-compliance had not occurred.

Care and maintenance of Your Vehicle

All reasonable steps must be taken to:

a) safeguard **Your Vehicle** or **Trailer** against accident, theft, injury, loss or damage;

b) ensure **Your Vehicle** or **Trailer** is in a safe and roadworthy condition;

When required by law, **Your Vehicle** or **Trailer** must be covered by a valid Ministry of Transport Test Certificate at the date of any accident, loss or theft.

Rights of third parties

A person or company who was not a party to this **Policy** has no right under the Contracts (Rights of Third Parties) Act 1999 or any subsequent legislation to enforce any term of this **Policy,** but this does not affect any right or remedy of a third party which exists or is available apart from such Act.

This clause does not affect any rights enforceable under the Third Parties (Rights against Insurers) Act 2010 or those rights that they have under road traffic law in any country in which this insurance applies.

Sanctions

You agree that any cover, the payment of any claim and any benefit provided under **Your Policy** will be suspended, to the extent that providing any cover, the payment of any claim or the provision of any benefit would expose **Us** to any sanction, prohibition or restriction under any:

a. United Nations' resolution(s); or

b. trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

The suspension will continue until **We** are no longer exposed to any sanction, prohibition or restriction

Cancellation

If **You** decide to cancel this **Policy, You** can do so at any time by notifying the **Broker** that arranged this insurance on **Your** behalf.

If **You** do not exercise **Your** right to cancel this **Policy** the insurance will continue in force, and **You** will be required to pay the premium.

Your cancellation Rights Prior to the start of the Period of Insurance:

If **You** decide to cancel this **Policy** and **You** provide **Us** with **Your** written instruction before the start of the **Period of Insurance** and no cover is to be provided by **us**, **You** will be entitled to a full refund of the premium.

Return of premium after You have cancelled the Policy:

Provided this insurance is an annual contract and that there have been no claims made (or likely to be made) in the current **Period of Insurance**, **You** will be entitled to a return premium based on short period rates which are as follows:

Period of Cover Elapsed (up to)	Refund
1 month	75%
2 months	60%
3 months	50%
4 months	40%
5 months	30%
6 months	25%
7 months	20%
8 months	10%
Over 8 months	No refund

Our Cancellation Rights

We can cancel this insurance contract by giving **You** 7 days' notice in writing. Any return premium due to **You** will depend on how long this insurance contract has been in force and whether **You** have made a claim. Providing that **You** have not made a claim the return premium will be calculated on a proportionate basis.

Examples of why Your insurance contract may be cancelled are as follows:

- if **You** change **Your** address.
- **We** have been unable to collect a premium payment following non-payment correspondence issued to **You** or the **Broker** that arranged this insurance on **Your** behalf.
- A change in the information **You** have previously given **Us** where **We** are able to demonstrate that

We would not normally offer insurance at the same terms **We** have offered **You**.

- Unacceptable behaviour by You such as abusive behaviour or language, intimidation or bullying of Our staff or suppliers.
- You have deliberately misrepresented any information given to Us.
- Your failure to cooperate with Us in accordance with Our claims conditions where it affects Our ability to process Your claim.
- If You have acted fraudulently in any way.
- You have deliberately or falsely overstated information given to Us.

Please also note that as this is a Commercial Policy, a cooling-off period is not provided therefore Our standard cancellation terms will apply.

Please also note that We will apply a £35 administration fee for each cancellation processed, and Your Broker may also apply an administration fee against any refund due, therefore please check this with them.