



# Commercial Motor Agriculture

**Effective for policies incepting on or after 1st  
October 2019**



## The Insurer

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Thank you for choosing to insure with us.

This Policy is administered and underwritten by Marsh Limited t/a Victor Insurance, on behalf of MS Amlin Insurance SE (UK Branch), in accordance with the authority granted to us under a binding authority agreement. The UMR / Agreement number of the binding authority is stated on your **Schedule**.

## Contract of Insurance

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This **policy** is evidence of a legal contract between **you** and **us**.

The information **you** or **your** representative have supplied has been relied upon by **us** in offering the contract of insurance.

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 it carefully to make sure it meets **your** requirements.

If it does not, or if **your** requirements change, **you** should contact **your** insurance adviser at **your** earliest opportunity.

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

Where a word appears in **bold** text, please refer to Definitions on page 4 of this **policy**.

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## Definitions

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**, other than in titles and paragraph headings. 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

- (a) spare parts of the **insured vehicle** which are not directly related to the working mechanisms of the **insured vehicle** excluding wagon sheets, ropes and tarpaulins;
- (b) audio, satellite navigation, tracking, telematics, multimedia and communication equipment (excluding telephones) permanently fitted to the **insured vehicle** by the vehicle manufacturer which is unable to operate independently from the **insured vehicle**.

### 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) GPS systems including portable parts while they are fixed to the **insured vehicle**, including where this is in a fixed housing.

### Certificate of motor insurance

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

### 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.

### Employee

- (a) Any person who undertakes work for **you** or on **your** behalf, including:
- (b) employed by **you** under a contract of employment or apprenticeship;
- (c) supplied to **you** for the purpose of study work or training experience;
- (d) a prospective **employee** who is undergoing practical work experience while being assessed by **you** as to his or her suitability for employment;
- (e) a family member or voluntary helper working under **your** supervision and control and in connection with the business; or
- (f) 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 alteration in the terms of the insurance which alters the standard wording and is shown in **your schedule**.

### Excess

A financial contribution, for the first part of each claim, payable by **you**.

*Note: The **excess** will apply to each **insured vehicle**. 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**.*

## Definitions continued...

### 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 can be attached to and used with the **insured vehicle**.

### Insured vehicle

Any motor vehicle advised to **us** as described in the current **certificate of motor insurance** and including:

- (a) **agricultural vehicle** meaning 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, agricultural use vehicle, forestry vehicle, all-terrain vehicle, harvester and the like;
- (b) **articulated vehicle** meaning a goods carrying vehicle comprising of power unit and one or more semi-trailers;
- (c) **bus** or **coach** meaning a passenger carrying vehicle with 17 or more passenger seats;
- (d) **car** meaning a private passenger carrying vehicle with less than 8 passenger seats, not used for hire and reward;
- (e) **commercial vehicle** meaning a motor vehicle manufactured or adapted for the carriage of goods or livestock (other than an **agricultural vehicle**);
- (f) **motor cycle** meaning any motor cycle, motor cycle and sidecar or moped;
- (g) **minibus** meaning a vehicle designed to carry between 9 and 16 passengers in addition to the driver;
- (h) **special type vehicle** meaning a vehicle which is constructed to operate primarily as a tool of trade which is not a passenger carrying vehicle and is not designed for the carriage of goods.

Unless requested by **you** and agreed by **us** this **policy** does not cover vehicles registered elsewhere than in the **United Kingdom**, the Isle of Man or the Channel Islands.

### 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 (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**.

### Misdelivery

The delivery of goods at a time or place or in a manner not meeting contractual requirements and includes circumstances where the driver or attendant has acted erroneously or been incorrectly directed.

## Definitions continued...

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### Period of insurance

The period of time 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

Items which **you** would wear or carry around for personal use, adornment or convenience while in the **insured vehicle** including portable audio equipment, multimedia equipment, communication equipment, personal computers and satellite navigation not permanently fitted to the **insured vehicle**, but excluding child car seats, jewellery, money, stamps, tickets, documents, securities and tools, goods or samples carried in connection with any trade or business and the property of fee paying passengers.

### Policy

This **policy** document including any **schedule**, **endorsement** or **certificate of motor insurance** you've received from **us**, which must be read together as one contract.

### Pollution or Contamination

The actual or threatened release, discharge, escape or dispersal of any solid, liquid, gaseous or thermal irritant or containment including smoke, vapour, soot, fumes, acids, alkalis, chemicals or waste (including materials to be recycled reconditioned or reclaimed).

### 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 and reward by direct booking through a licensed operator, other than **public hire**.

### Public hire

Use for the carriage of passengers for hire and 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** highlighting the level of cover chosen, **policy** limits and **endorsements** applicable to **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

Any 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

MS Amlin Insurance SE (UK Branch).

### You/your

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

## Customer helplines

### Glass and Windscreen helpline (excludes panoramic roofs and agricultural vehicles)

To contact **our** approved glass repairer please call **01245 396260**.

If **your policy** does not extend to provide windscreen or window glass cover, **we** would still recommend that **you** contact **our** approved glass specialist for a quotation, as they are able to offer special discounted rates to **our** policyholders where they carry out glass replacement.

### To make a claim for all other damage

Please telephone **our** 24 hour helpline on **01245 396544**.

**Note: 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. Courtesy cars are not available where **your** vehicle is an **agricultural vehicle** or **special type vehicle** or for **trailers** or **implements**.

## How to make a claim

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It is important that **you** notify **us** of any incident (irrespective of who may be to blame), that may lead to a claim, at **your** earliest opportunity.

When **you** need to report an incident which may give rise to a claim, please provide **us** with the following

- **your policy** number, **your** name and **your** driver's name;
- **your** vehicle make, model and registration details;
- date, time and place where the incident occurred;
- the nature of the incident and the damage to the vehicles;
- name and address of the other driver, their insurance company, **policy** number and vehicle registration number;
- note the number of passengers in the third party's vehicle;
- take photos, if safe to do so, of the accident scene and the other driver's damage;
- police incident reference if applicable;
- details of any witnesses including passengers in **your** vehicle; and
- a copy of the tachograph record and CCTV footage if available.

### Claims Conditions

There are various conditions that apply in the event of a claim – for full details please refer to General Conditions 3 (Claim Conditions) on page 29.



## How to cancel your policy

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### Your right of cancellation

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

Where **your policy** is cancelled **you** must return to **us your certificate of motor insurance** issued to **you**.

### 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.

### 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** 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.

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

## How to make a complaint

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**Our** aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly.

At all times **we** are committed to providing **you** with the highest standard of service.

If **you** have any questions or concerns about **your policy** or the handling of a claim **you** should, in the first instance, contact us or **your broker** where applicable. In the event **you** remain dissatisfied and wish to make a complaint, **you** can do so at any time. Making a complaint does not affect any of **your** legal rights. **Our** contact details are:

**Post:** Complaints, MS Amlin Insurance SE (UK Branch), The Leadenhall Building,  
122 Leadenhall Street, EC3V 4AG.  
**Telephone:** +44 (0) 207 746 1300 Fax: +44 (0) 207 746 1001  
**Email:** complaints@msamlin.com  
**Website:** www.msamlin.com

If **you** 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:** (Fixed): 0800 0234567 Tel (Mobile): 0300 1239123  
Tel (Outside UK): +44 (0) 20 7964 0500  
**Fax:** +44 (0)20 7964 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.
- To check if **you** are an eligible complainant or if **you** are unsure whether the Financial Ombudsman Service will look at your complaint please contact them directly for further information. **You** are entitled to contact the Financial Ombudsman Service at any stage **of** your complaint. Their contact details are shown above.
- 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.

## Important information

### Privacy notice

Your information has been, or will be, collected or received by MS Amlin Insurance SE (UK Branch). We will manage personal data in accordance with data protection law and data protection principles. We require personal data in order to provide good-quality insurance and ancillary services and will collect the personal data required to do this. This may be personal information such as name, address, contact details, identification details, financial information and risk details. The full Data Privacy Notice can be found on [www.msamlin.com/en/site-services/data-privacy-notice.html](http://www.msamlin.com/en/site-services/data-privacy-notice.html). A paper copy of the Data Privacy Notice can be obtained by contacting the Data Protection Officer by email ([dataprotectionofficer@msamlin.com](mailto:dataprotectionofficer@msamlin.com)) or at the below address:

Data Protection Officer  
MS Amlin Insurance SE (UK Branch)  
The Leadenhall Building  
122 Leadenhall Street  
London  
EC3V 4AG.

### Motor Insurance Databases

Information relating to your insurance policy will be added to the Motor Insurance Database (MID) managed by the Motor Insurers' Bureau (MIB). 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](http://www.askmid.com)

### Our Regulator

MS Amlin Insurance SE (UK Branch), Amlin House, 90-96 Victoria Road, Chelmsford, Essex CM1 1QU. Tel. +44 (0) 1245 396396 Fax. +44 (0) 1245 396400 [www.msamlin.com](http://www.msamlin.com)

MS Amlin Insurance SE is authorised by the National Bank of Belgium in Belgium and is subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of our regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from us on request. In some respects the regulatory system applying will be different from that of the United Kingdom.

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority.

### Financial Services Compensation Scheme

**We** are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if **we** are unable to meet **our** 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. Boltoph Street, London EC3A 7QU) and on their website [www.fscs.org.uk](http://www.fscs.org.uk).

## Important information continued...

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### 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.

### Language

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

### Premium adjustments

Any changes in premium that result in a total amount below **GBP25** + Insurance Premium Tax (IPT) at the prevailing rate will not be payable by **you** or **us**.

For full details please refer to Premium adjustments on page 25.

### 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**.

### 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.

## Cover

### The insurance cover you have

**Your schedule** shows **you** what cover **you** have. The different types of cover are listed below together with the Sections of the **policy** that apply. These may be amended on **your schedule** by **endorsement**.

Section Name	Comprehensive	Damage, Fire and Theft	Third Party Fire & Theft	Fire and Theft	Third Party Only
<b>Section 1</b> Liability to Third Parties	✓	x	✓	x	✓
<b>Section 2</b> Loss of or damage to your vehicle, trailer or implement	✓	✓	✓	✓	x
<b>Section 2</b> (a) Accidental Damage and (b) Malicious Damage	✓	✓	x	x	x
<b>Section 2</b> 2 (c) Fire	✓	✓	✓	✓	x
<b>Section 2</b> 2 (d) Theft	✓	✓	✓	✓	x
<b>Section 3</b> Additional Benefits	✓	x	x	x	x
<b>Section 4</b> Personal Effects	✓	✓	✓	✓	x
<b>Section 5</b> Prosecution Defence Costs	✓	x	✓	x	✓

Certain sections of this document only apply to certain types of vehicle. This will be clearly shown in the title of the section or subsection concerned.

The General Terms, General Exclusions and General Conditions apply to all Sections of this **policy**.

**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

**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 **trailer** or during the loading or unloading of the **insured vehicle** or **trailer**.

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 licence to drive the **vehicle** and/or has held and is not disqualified from holding or obtaining a licence unless a licence is not required by law and who 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 or operator) permitted by **you** to use 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**; and
- (d) the legal representatives of any person who would have been entitled to insurance under this Section.
- (e) 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.

### **(1.1) - 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) **GBP20,000,000** where the **Insured vehicle** is a **car**, except as c) below.
- (b) **GBP5,000,000** for all other **insured vehicles**, except as c) below.
- (c) **GBP1,200,000** while the **insured vehicle** is being used for the carriage of **hazardous goods**.

### **(1.2) - Towing Disabled Vehicles**

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

#### **What is not covered:**

- (a) where a caravan, **trailer** or broken-down vehicle is being towed for reward;
- (b) where the **insured vehicle** is towing more **trailers**, caravans or broken down vehicles than is allowed by law;
- (c) where towing any vehicle, caravan or **trailer** exceeds the plated train weight of the **insured vehicle** or
- (d) for loss or damage to the towed caravan or broken down vehicle or the contents carried in or on it.

### **(1.3) - Vehicles Loaned or Hired**

**We** will insure the owner of a vehicle loaned or hired to **you** provided that:

- (a) **you** request **us** to;
- (b) the contract between the owner and **you** requires it;
- (c) the owner is not insured under any other policy;
- (d) the vehicle is not being driven (or operated) by the owner or an **employee** of the owner;
- (e) the vehicle has been declared to **us** and **you** have paid or have agreed to pay the premium; and
- (f) the owner complies with the terms and conditions of this **policy** as far as they can.

## Section 1 - Liability to Third Parties continued...

### (1.4) - 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 “(1.1) - Damage to Property – (the maximum amount we will pay)” on page 144.

### (1.5) - Principal's Clause

Where **you** have entered in to 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 any **Principal** against liability at law provided that:

- (a) **we** will not be liable for death or bodily injury or loss or damage to property arising out of the negligence or other default of the **Principal** or their employees or agents;
- (b) **we** will have the sole conduct of any claim arising under the terms of this **policy**; and
- (c) the **Principal** complies with the terms and conditions of this **policy**, as far as is possible.

### (1.6) - 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.

### (1.7) - Contingent Liability

**We** will insure **you** and no other party for **your** legal liability arising out of an event 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.

### (1.8) – Unauthorised Use

**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**.

### (1.9) - Emergency Medical Treatment

**We** will pay for emergency treatment as required by the Road Traffic Act arising out of the use of the **insured vehicle**.

### (1.10) - Compulsory Insurance

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

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

### **(1.11) – Compensation for court attendance**

If at **our** request **you**, any director, partner or **employee** of **yours**, is attending court as a witness in connection with a claim in respect of which **you** are entitled to indemnity, **we** will compensate **you** for any reasonable travel or accommodation expense in connection with this attendance at court. The most **we** will pay is **GBP100** per person per day.

## **Exclusions to Section 1**

### ***What is not covered:***

**We** will not insure **you** for the following except to the extent required by any **compulsory motor insurance legislation** in respect of:

- i) death or bodily injury or loss or damage to property caused by or arising beyond the limits of any carriageway or thoroughfare in connection with:
  - a) the bringing of the load to the **insured vehicle, trailer or implement** for loading; or
  - b) the taking away of the load from the **insured vehicle, trailer or implement** after unloading 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**;
- iiii) 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**;
- iv) 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**;
- v) death or bodily injury or loss or damage to property arising while an **insured vehicle, trailer or implement** is working as a tool of trade;
- vi) death or bodily injury to any person or loss or damage to property arising from the carriage of **hazardous goods** unless this has been declared to and accepted by **us**. Where accepted, **we** will not pay any amount in excess of the sum shown in the **schedule** in respect of any loss or event. 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 Condition "1 Right of Recovery" on page 29.
- vii) death or bodily injury or loss or damage arising in respect of a detached **trailer** unless declared to and accepted by **us** and **you** have paid or agreed to pay any premium **we** have requested;
- viii) exemplary, aggravated or punitive damages;
- ix) fixed penalties, fines or any costs arising from them; or
- 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.



## Section 2 - Loss of or Damage to your Vehicle, Trailer or Implement

**We** will insure **you** for loss of or damage to; the **insured vehicle** and its **accessories trailer** and **implement** 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 or attempted theft, or the taking away of the vehicle without **your** permission;

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

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

### **(2.1) - Incorrect Fuelling and Fuel contamination Damage**

If incorrect fuel is accidentally put into the **insured vehicle**, **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:**

The cost of the incorrect or replacement fuel.

### **(2.2) - Vehicles in the possession of a Motor Trader or Attendant Parking Services**

**We** will insure **you** under Section 2 a) for loss or 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:**

Sections 2 b), c), d) will not apply while the **insured vehicle** is in the hands of a motor trader for service or repair or valet service.

### **(2.3) – 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 **you** 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, keys and all other relevant documents that **we** request.

When **we** have paid **you**, the vehicle becomes **our** property and cover in respect of the vehicle ceases.

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) a 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**. Any remaining balance will then be paid to **you**.

## Section 2 - Loss of or Damage to your Vehicle, Trailer or Implement continued...

### (2.4) – Trailers

**We** will insure **you** in respect of loss or damage to any **trailer** or **implement** (where the **trailer** is not constructed as a mobile home, caravan or the like) in **your** care, custody and control up to its **market value** at the time of the loss or damage where the **trailer** or **implement** was attached (or last attached to) **your insured vehicle** and:

- (a) it has a **market value** not exceeding **GBP100,000**, or;
- (b) 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.

The level of cover and **excess** applied to the **trailer** or **implement** will be the same as **your insured vehicle** to which the **trailer** or **implement** is (or was last) attached.

#### ***What is not covered:***

Any liability for loss or damage where the **trailer** or **implement** is attached (or was last attached) to another vehicle that is not insured by this **policy**.

Any liability for loss or damage where the **trailer** is a catering trailer unless declared to and accepted by **us**.

Where a catering trailer is accepted by **us**, **we** will not cover any liability for loss or damage;

- (a) of consumables such as food, drink, cooking supplies, fuel and power sources;
- (b) caused by fire and / or explosion in connection with power sources (gas and electric) used in or on the catering trailer

### (2.5) – Young and novice drivers - excess

The following **excess** apply in addition to the **excess** specified in the **schedule** whilst the **insured vehicle** is being driven by a person who is:

- |   |               |
|---|---------------|
| (a) aged under 21 years                       | <b>GBP350</b> |
| (b) aged 21 years and over but under 25 years | <b>GBP200</b> |
| (c) a novice driver aged 25 years or over     | <b>GBP200</b> |

For the purposes of this clause a novice driver is a driver who holds a provisional licence or has held a full licence for less than 12 months.

The increased **excess** will not apply to any **agricultural vehicle** or whilst the **insured vehicle** is in the custody or control of the motor trade.

## Section 3 - Additional Benefits

### (3.1) – New Vehicle Replacement

If the **insured vehicle**, being a private **car** or **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 50% 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. it is within its first year of registration;
- ii. **you** request it;
- iii. every other person with an interest in the **insured vehicle** consents; and
- iv. one is available in the **United Kingdom**, the Isle of Man or the Channel Islands.

If one 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.

### (3.2) – Glass and windscreen replacement

**We** will insure **you** in respect of damage to the **insured vehicles'** windscreen, windows or glass sun roof and for any scratching of bodywork resulting solely and directly from that damage. Claims paid under this *Glass and windscreen replacement* Section will not affect any applicable No Claims Discount, but will be subject to the level of **excess** shown in **your schedule**.

The **excess** will not apply where the glass is repaired, instead of being replaced.

#### ***What is not covered:***

Damage to lights, reflectors or panoramic roofs.

### (3.3) – Audio, Visual and Navigation Equipment

**We** will pay for loss of, or damage to the **insured vehicle's accessories** and **audio, visual, and navigation equipment** permanently fitted to the vehicle, provided that their value has been included within the value shown in the **schedule**.

#### ***What is not covered:***

More than:

- i) **GBP1,000** in respect of **accessories** (excluding spare parts) or **audio visual and navigation equipment** fitted in the **insured vehicle**; increasing to
- ii) **GBP30,000** in respect of Global Positioning System (GPS) equipment used for precision farming

for each **insured vehicle** in any one **period of insurance**.

### (3.4) – 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;

## Section 3 - Additional Benefits continued...

- (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:**

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

### **(3.5) – Personal Accident Cover**

**We** will at **your** request, pay **GBP15,000** 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 death, total and permanent loss of sight in one or both eyes, or the loss of one or more limbs.

Loss of limb means the permanent physical severance of the limb above the knee or elbow or the permanent irrecoverable loss of use of the limb.

### **What is not covered:**

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.

### **(3.6) – Emergency Accommodation and Travel Expenses**

If as a result of an incident occurring in 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 this insurance and no suitable courtesy vehicle is available from the repairer,

**we** will reimburse the cost of:

- i. one night's accommodation including food and travel costs; or
- ii. rail / taxi fares, or a vehicle, to get **you** (and any passengers and / or vehicle load) to **your** home or to **your** destination

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:**

Any costs occurring more than 36 hours after the incident.

Accommodation and travel expenses outside the **United Kingdom**, the Isle of Man or the Channel Islands.

More than **GBP100** for any one person or **GBP400** in total for any one incident.

### **(3.7) – 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:**

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

### **(3.8) – 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:**

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

### **(3.9) Uninsured loss recovery**

Subject to **you** having obtained **our** written agreement first, **we** will help **you** to recover uninsured losses directly arising out of an accident involving the **insured vehicle** for which indemnity is provided by this **policy** anywhere in the United Kingdom, the Isle of Man or the Channel Islands, provided that

- (a) **you** report the claim to **our** claims helpline 01245 396544
- (b) **you** are complying fully with the terms and conditions of this **policy**, **schedule**, **Certificate of motor insurance** and **endorsements(s)**
- (c) **you** do not incur any legal fees without having obtained **our** written agreement first
- (d) the accident happened during the **period of insurance**.

The following conditions apply to this uninsured loss recovery extension;

- i. **you** must co-operate fully with **us** in all respects and as soon as is practical pass on to **us** all unanswered correspondence relating to **your** claim
- ii. if any offer to settle the claim, which in **our** opinion is reasonable, is not accepted by **you**, **we** will have no further liability under this extension, unless **we** have given **our** written consent to the rejection of the offer
- iii. **we** reserve the right to abandon any claim at any time where **we**, supported by legal advice, do not believe there is a better than fifty per cent chance of success
- iv. the maximum amount **we** will pay in respect of any one claim is **GBP100,000**.

#### ***What is not covered;***

- i) any loss under this extension where **you** are entitled to make any claim under any other uninsured loss recovery or legal expenses policy
- ii) any medical expenses arising from personal injury
- iii) any cost which **you** have paid or will have to pay before **we** have accepted the claim
- iv) a claim which is in any way false or fraudulent
- v) any cost **you** have paid or will have to pay after **you** withdraw **your** instructions from the lawyer or if **you** withdraw from legal proceedings without **our** permission
- vi) any costs incurred when the **insured vehicle** was being used or driven by anyone who did not fall within the driving or use limitations on the **Certificate of motor insurance** or the terms of the policy.

## **Section 4 - Personal Effects**

**We** will at **your** request, insure **you** in respect of loss or damage to **personal effects** arising from an event 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**
- (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.

Where the **insured vehicle** is an open top or convertible **car** and is parked, **we** will not pay for goods stolen from the **insured vehicle** unless taken from the locked boot or glove box, or from the **insured vehicle** when its roof was not secured and locked in place.

#### ***What is not covered:***

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.

## Exclusions to Sections 2, 3 and 4

### **What is not covered:**

**We** will not be liable in respect of:

- i) loss of use, wear and tear, depreciation, mechanical, electrical, electronic or computer breakdown failure or breakages or damage to tyres unless resulting from an accident involving the **insured vehicle, trailer or implement**;
- ii) loss or damage to the **insured vehicle** and/or **trailer** or **implement** attached to the **insured vehicle** arising out of theft or attempted theft unless **you** have removed the ignition keys from the vehicle and the vehicle is securely locked and all windows and sun roofs are closed;
- iii) loss or damage suffered by **you** due to any person obtaining any property by deception or fraud;
- iv) reduction in the value of the **insured vehicle, trailer** or **implement** following a claim;
- v) any **excess** shown in the **schedule**. Where more than one of **your insured vehicles** is damaged in the same event, the **excess** will be applied separately to each vehicle.  
*Note: 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) loss or damage where **you** do not take reasonable precautions to protect the **insured vehicle** and maintain it in a roadworthy condition;
- vii) loss or damage resulting from the solidification of the **insured vehicles'** load; and/or
- viii) loss of fuel including theft.
- ix) loss or damage to any **trailer** or **implement** that is attached to, or was last attached to, a vehicle that is not insured under this **policy**, unless **you** have given **us** details of **your trailer** or **implement** and **you** have paid or agreed to pay any premiums which **we** have determined.
- x) Any amount as compensation for **you** not being able to use **your** vehicle (including the cost of hiring another vehicle).
- xi) Repairs or replacements which improve the condition of **your insured vehicle** or **accessories**.
- xii) 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.
- xiii) 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**.
- xiv) Loss resulting from repossessing **your insured vehicle** and returning it to its rightful owner.
- xv) Loss of or damage to **your insured vehicle** resulting from a member of **your** immediate family, or a person living in **your** home, taking **your** vehicle without **your** permission, unless that person is convicted of theft.
- xvi) Loss or damage due to confiscation, requisition or destruction by or under the order of any government, public or local authority.

## Section 5 - Prosecution Defence Costs

In respect of any death or serious injury which is insured under Section 1 of this **policy we** will arrange to provide and pay legal fees incurred for representation if proceedings are being taken against **you** or any authorised driver or operator for:

- (a) manslaughter;
- (b) causing serious injury by driving a vehicle dangerously on the road;
- (c) reckless or dangerous driving causing death;
- (d) an offence under the following legislation: or similar;
  - 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 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.

In addition **we** will also pay for:

- (e) representation by a solicitor at any coroner's court, or fatal accident enquiry;
- (f) the costs of appeal against a conviction mentioned in a), b) c) or d) above;
- (g) prosecution costs awarded against **you** arising from those proceedings described in (a),(b), (c) or (d) above;

provided that:

- i. the event causing death or serious injury occurs in the **United Kingdom**, the Isle of Man or the Channel Islands during the **period of insurance**.
- ii. the maximum sum **we** will pay under Section 5 of this **policy** will be **GBP2,000,000** for any loss or series of losses arising from one event; and
- iii. the claim has a greater than fifty percent chance of success.

### Appointment of advisor

Claims under this Section will be referred to one of **our** panel of expert legal advisors, but **you** can appoint **your** own legal representative should **you** wish.

If **you** elect to appoint **your** own legal representative **you** must provide **us** with their details. **We** will pay for their services on the basis of **our** standard terms of appointment for legal representation or other reasonable terms of appointment to which **we** agree; **our** agreement not to be unreasonably withheld.

**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 for auditing, quality and cost control purposes.

### 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 of an appeal against a conviction as a result of any proceedings described in a), b), c) or d) above. If the opinion is that a "not guilty" plea does not have a reasonable prospect of success then **we** will advise **you** of that opinion.

Should **you** elect to continue with a "not guilty" plea then **we** will withdraw **our** support for **your** defence and be under no further obligation to **cover you** against any costs incurred from the date of **your** refusal to accept that opinion. **You** can 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 Queen'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.

## Section 5 - Prosecution Defence Costs continued...

If the opinion of the Queen's Counsel agrees with **your** Barrister's opinion then **we** will continue to support **your** defence or appeal, but if it does not **we** will withdraw **our** support for **your** defence or appeal and be under no further obligation to indemnify **you** against any costs incurred from the date of the Queen's Counsel final opinion.

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

- i) during the proceedings, **you** should raise this with them in the 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 make a complaint on page 100.
  - b) were **your** own appointment **you** could elect to replace them, but **you** must understand that;
    - this could prolong the court case;
    - whilst the consequences could be to **your** advantage they might be to **your** disadvantage; and
    - 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 i) b) does not affect any other part of Section 5.

- ii) after the proceedings have been concluded and a verdict handed down and they;
  - a) are a member of **our** panel **you** may complain to **us** by following the complaints procedure How to make a complaint on page 10.
  - b) 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.

## Exclusions to Section 5

### ***What is not covered:***

**We** will not provide cover under this Section in respect of:

- i) any prosecution arising out of **you** or the driver (or operator) of the **insured vehicle** being under the influence of drugs or alcohol to a level which would be a driving offence;
- ii) defending a prosecution or making an appeal where there is any other insurance in force covering the same legal fees;
- iii) costs and expenses incurred without **our** written consent;
- iv) fines or penalties of any kind; and
- v) 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.



## General Terms

### Premium adjustments

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**.

### Territorial Limits and Foreign Travel

**We** will insure **you** under this **policy** where an **insured vehicle** is involved in an accident occurring:

- (a) in the **United Kingdom**, the Isle of Man or the Channel Islands;
- (b) in any other 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 other country including Switzerland, Iceland, Norway, Andorra and Liechtenstein which has made arrangements which meet the insurance conditions of and are approved by the Commission of the European Union but only so far as is necessary to meet the requirements of any **compulsory motor insurance legislation**;
- (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; and
- (e) during transit (including loading and unloading) between the countries by a recognised sea passage not exceeding 65 hours.

If loss or damage to the **insured vehicle** occurs outside of the **United Kingdom**, the Isle of Man or the Channel Islands, **our** liability in respect of the cost of delivery to **you** after repair will be limited to the cost of delivery in the country where the loss or damage was sustained.

### Customs duties and other charges

Where the **vehicle** is insured under Section 2 (a):

- (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

**we** will pay **you** up to the **market value** of the **insured vehicle** at the time the loss occurred.

### Foreign Use Declaration

Where the **insured vehicle** is a private **car**, the same cover will apply to that vehicle while it is being used in the countries named within the Territorial Limits and Foreign Travel sub-section of this **policy** as it would if it was being used in the **United Kingdom**.

Where any other **insured vehicle** is being used in the countries named within the Territorial Limits and Foreign Travel sub-section of this **policy**, provided **we** have been advised and **you** have paid or agreed to pay any additional premium agreed by **us**, **we** will insure the vehicle on the same terms and cover as shown in the **schedule** as applying to the **insured vehicle**.

### 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 a **car** 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.

## General Terms continued...

### Voluntary service – only applies to private cars

**You** or any other person allowed to drive **your car** will be covered to use the **car** in connection with part time voluntary services provided **you** have told **us**. Out of pocket expenses paid for this use to cover running expenses will not constitute use for hire or reward.

### No Claim Discount

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

If **you** renew **your** insurance with **us**, **you** will be entitled to a discount from the renewal premium in accordance with **our** scale of no claim discount applicable at that time, provided that no claim has arisen or is pending during the last **period of insurance**.

If **we** have allowed an introductory no claim discount, this discount will be lost entirely where a claim has arisen or is pending during the last **period of insurance**.

NCB Years	Cars/CV's NCB %	Agricultural NCB %	Number of Claims and reduction in NCD				
			none	1	2	3	4 or more
			Step-back NCD applicable				
0	0	0	1	0	0	0	0
1	20%	10%	2	0	0	0	0
2	35%	20%	3	0	0	0	0
3	50%	N/A	4	1	0	0	0
4	55%	N/A	4	See Section PNCD Below			

### Protected No Claim Discount (PNCD)

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**.

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.

No claims discount protection allows **you** to make one or more claims before **your** number of no claims discount years falls. Please see the step-back procedures (below) for details.

If **your** NCB at renewal is 3 years or less, **you** will not be able to protect **your** NCB for the forthcoming **period of insurance**.

Where no claims discount protection is applicable, **we** do not make a charge. It is automatically applied to **your policy**.

Claims Period	NCD Years	Cars / CV's NCD %	Number of Claims				
			none	1	2	3	4 or more
			Step-back NCD applicable				
Within 12 Months	4	55%	4	4	2	0	0
Within 36 Months	4	55%	4	4	4	2	0

## General Exclusions

### **What is not covered:**

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

**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:

#### **1. Drivers and Licensing**

Any accident, injury, loss, damage 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 Section 1 (1.8) – Unauthorised Use or Section 2 (2.2) - Vehicles in the possession of a Motor Trader or Attendant Parking Services;
- 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 (2.2) - Vehicles in the possession of a Motor Trader or Attendant Parking Services;
- iii) who does not hold a full licence to drive the **insured vehicle** or, being the holder of a provisional licence, are not conforming with its terms and conditions other than where a licence is not required by law;

If **we** have to pay a claim under any **compulsory motor insurance legislation** we will reserve **our** right to recovery under General Condition 1.

#### **2. Construction and Use**

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

- i) being used for any purpose not permitted by the **certificate of motor insurance**;
- 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 that for which it was constructed or 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
- vi) being driven in an unsafe and/or un-roadworthy condition or operated in an unsafe condition;
- vii) which does not meet statutory requirements for use on public roads;
- viii) carrying a load in an unsafe condition or manner; or
- ix) being used on the Nürburgring; any race track, race circuit or derestricted toll road.
- x) 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.

Any loss, destruction of or damage to any property or any loss, expense, indirect loss or legal liability directly or indirectly resulting from, caused by **misdelivery** of the load from the **insured vehicle, trailer** or **implement**;

If **we** have to pay a claim under any **compulsory motor insurance legislation** we will reserve **our** right to recovery under General Conditions 1 Right of Recovery.

## General Exclusions continued...

### 3. Criminal Acts

Any loss or damage caused whilst **your insured vehicle** is used by anyone insured under this insurance:

- i) in the course of; the assisting in; or furtherance of a crime or;
- ii) as a means of escape from, or avoidance of lawful apprehension:

### 4. 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**.

### 5. Pollution or Contamination

Any loss, destruction of or damage to any property or any loss, expense, indirect loss or legal liability caused by seepage

### 6. 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.

### 7. 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.

### 8. Other Contracts

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

### 9. 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.

### 10. Jurisdiction

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 General Terms Territorial Limits and Foreign Travel as specified in this **policy**.

## General 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.

**Note:** Further conditions may be added by **endorsement** that can be found on **your current schedule**.

### 1. 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.

### 2. Your Responsibilities

**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** have failed 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.

#### (2.1) Your Duty of Fair Presentation

By entering into this insurance contract **we** accept that **you** have made a reasonably clear and accessible presentation of the risk, in accordance with Section 3(3)(b) of the Insurance Act 2015.

#### Remedies for breach of Duty of Fair Presentation

##### ***Before the policy was entered into***

If **you** have breached **your** duty of fair presentation before this policy was entered into, then:

- a) where the breach was deliberate or reckless, **we** may avoid this policy and refuse all claims, and keep all premiums paid;
- b) where the breach was neither deliberate nor reckless, and but for the breach:
  - i) **we would not have agreed to provide cover under this policy on any terms**  
**we** may avoid this policy and refuse all claims, but will return any premiums paid;
  - ii) **we would have agreed to provide cover under this policy but on different terms**(other than premium terms):  
**we** may require that this policy includes those different terms with effect from its start; and/or
  - iii) **we would have agreed to provide cover under this policy but would have charged a higher premium.**
    - a) If the discovery of the breach arose because of a claim, at **your** option:
      - i. **we** will reduce proportionately the amount paid on a claim. **We** will pay only X% of what **we** would otherwise have been required to pay, where X = premium actually charged divided by the higher premium that would have been charged x 100; or
      - ii. **we** will pay the claim in full provided that **you** pay to **us** the additional premium that **we** would have charged, but for **your** breach of **your** duty of fair presentation, calculated from the start of the **period of insurance**.
    - b) If the discovery of the breach did not arise because of a claim **you** must pay to **us** the additional premium that **we** would have charged, but for **your** breach of **your** duty of fair presentation, calculated from the start of the **period of insurance**.

##### ***Before a variation was agreed***

If **you** have breached **your** duty of fair presentation **us** before any variation to this policy was agreed, then:

- a) If the breach was deliberate or reckless, **we** may terminate this policy with effect from the date of the variation, and keep all premiums paid;
- b) where the breach was neither deliberate nor reckless, and but for the breach:
  - i) **we would not have agreed to the variation on any terms:**  
**we** may treat this policy as though the variation was never made, but will return any additional premiums paid in relation to the variation;
  - ii) **we would have agreed to the variation but on different terms** (other than premium terms):  
**we** may require that the variation includes those different terms with effect from the date the variation was made; and/or
  - iii) **we would have agreed to the variation but would have increased the premium, or would have increased it by more than we did, or would not have reduced it or would have reduced it by less than we did:**
    - a. if the discovery of the breach arose because of a claim, at **your** option:
      - i. **we** may reduce proportionately the amount paid on a claim arising out of events after the variation. In those circumstances, **we** will pay only Y% of what **we** would otherwise have been required to pay, where  $Y = \frac{\text{total premium actually charged}}{\text{premium that would have been charged}} \times 100$ ; or
      - ii. **we** will pay the claim in full provided that **you** pay to **us** the additional premium that **we** would have charged, but for the breach of the duty of fair presentation, calculated from the date the variation was entered into.
    - b. If the discovery of the breach did not arise because of a claim, **you** must pay to **us** the additional premium that **we** would have charged, but for the breach of the duty of fair presentation, calculated from the date the variation was entered into.
  - iv) **where we would have agreed to the variation but on different terms and we would also have increased the premium, or would have increased it by more than we did, or would not have reduced it or would have reduced it by less than we did:**
    - a. **we** may require that the variation includes those different terms with effect from the date the variation was made; and
    - b. before a variation was agreed b) iii) as shown above will also apply.

### **(2.3) Condition of the insured vehicle**

**You** must take all reasonable precautions to safeguard the **insured vehicle, trailer and implement** and maintain them in a roadworthy condition.

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

### **(2.4) Changes to Your Details**

**You** must tell **us** immediately about any changes to the information **you** have already provided. Please contact **your** broker if **you** are not sure if information is relevant. If **you** don't tell **us** about relevant changes, **your** insurance may not cover **you** fully, or at all.

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

- (a) details of unspent criminal convictions, motoring convictions and fixed penalty notices;
- (b) any known pending prosecutions;
- (c) changes of use of the **insured vehicle, trailer and/or implement** or change of business activities;
- (d) modifications to the **insured vehicle, trailer or implement**;
- (e) any accident, damage or losses (whether claim made or not) during the past 3 years, involving anyone entitled to drive under this insurance.
- (f) 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.

## General conditions continued...

- (g) drivers aged under 25 years or where any driver has not held a Full UK driving licence for a minimum of 12 months (unless **your policy** is endorsed to allow drivers in these categories);
- (h) drivers who do not hold an appropriate EU licence;
- (i) details concerning the carriage of **hazardous goods**.
- (j) change of address;
- (k) where any driver suffers from or develops a disability or medical condition that must be disclosed to the DVLA.

**Note:** details of notifiable disabilities and conditions may be found at: <https://www.gov.uk/health-conditions-and-driving>

If **you** do not disclose all requested or material information as appropriate to **your** status under this insurance contract, this could lead to **your** insurance being 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 adviser.

### 3. Claim Conditions

#### (3.1) Your Rights and Obligations

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 14 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 witnesses; and
- (e) notify **us** as soon as reasonably practical, 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; and

**You** or any person insured must:

- (a) 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.
- (b) act honestly and give **us** all assistance and information **we** require in all matters related to the claim.
- (c) take all reasonable action to mitigate the loss.
- (d) 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**.

#### (3.2) Our Rights and Obligations

**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.

## General conditions continued...

### (3.3) To arrange repair of your agricultural vehicle, special type vehicle, trailer or implement (including glass damage)

Please contact **our** helpline on **01245 396544** in order to report the incident.

Should the total cost of repair exceed **GBP750** **you** will need to contact **us** as **we** may need to arrange for an inspection of **your** vehicle by an independent Engineer.

**We** will provide the repairer with **our** authority for the repairs to be completed 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).

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 provided that all damaged parts are retained by **you** or the repairer in case **we** need to inspect them. 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).

### (3.4) To arrange repair of your vehicle (where it is not an agricultural vehicle, special type vehicle, trailer or implement).

#### **Windscreen or window glass damage (excluding panoramic roofs)**

To contact **our** approved glass repairer please call **01245 396260**

If **your** insurance extends to include windscreen and window glass cover **our** approved glass specialist will arrange for the repair or replacement of the windscreen or window glass to be completed and for the invoice to be sent direct to **us** for payment.

- If the glass needs to be replaced **our** approved glass specialist will require **you** to pay to them any **policy excess** that applies, together with any amount of VAT (if **you** are VAT registered).
- If the glass can be repaired **you** will not be asked to pay any amount, unless **you** are liable for the VAT element.

If **you** choose not to use **our** approved glass specialist **we** would simply 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).

If **your policy** does not extend to provide windscreen or window glass cover, **we** would still recommend that **you** contact **our** approved glass specialist for a quotation, as they are able to offer special discounted rates to **our** policyholders where they carry out glass replacement.

#### **For all other damage**

Please telephone **our** 24 hour helpline on **01245 396544**

**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.

Upon collection of **your** vehicle by the approved repairer, **you** will simply need to present the repairer with **your** insurance documents. They will then 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).

If **you** choose not to use **our** approved repairer, **you** must still contact **our** helpline on **01245 396544** in order to report the incident.



## General conditions continued...

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, provided that all damaged parts are retained by **you** or the repairer in case **we** need to inspect them at a later date.

Should the total cost of repair exceed **GBP750** **you** will need to contact **us** as **we** may need to arrange for an inspection of **your** vehicle by an independent Engineer **We** will provide the repairer with **our** authority for the repairs to be completed.

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).

### **4. 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**.

NB: This does not apply in respect of Section 3 (3.5) – Personal Accident Cover.

### **5. Fraudulent Claims**

If **you** or anyone acting on **your** behalf makes a fraudulent claim under **your policy**, including providing fraudulent information or documentation, **we** will:

- (a) refuse to pay the claim;
- (b) seek to recover any costs already incurred by **us** relating to the fraudulent claim;
- (c) have the option to cancel the **policy** from the date of the fraudulent act; and
- (d) keep any premium paid to **us**.

This will not affect separate claims made before the fraudulent act unless they too were fraudulent.

### **6. 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 "Choice of law and jurisdiction" on page 122.

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 make a complaint" on page 100.

### **7. Assignment**

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**.

### **8. 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.

## General conditions continued...

### 9. Loss of licence, bankruptcy, insolvency or liquidation

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

### 10. Notification of vehicle details

**You** must notify **us** of any additional vehicles, temporary vehicles or amendments to the existing vehicles before commencement of or during the currency of this **policy** and pay any additional premium required by **us** as a result of the changes.

In addition **you** are required by law to supply details of all vehicles (including any temporary vehicles where cover is required for 14 consecutive days or more) owned by **you** or in **your** care, custody or control or for which **you** are legally responsible, which are to be covered by this **policy** for entry on the Motor Insurance Database.

If **your vehicle** is not recorded on the Motor Insurance Database and it should have been, **your** cover may not operate.

### 11. 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.

### 12. Our right of cancellation

**We** or **your** insurance broker will provide **you** with a letter of Notice of cancellation should **we** (or **your** insurance broker) feel that there is a valid reason to cancel this insurance. Valid reasons include, but are not limited to:

- (a) non co-operation/failure to provide information;
- (b) reasonable suspicion of 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; or
- (e) Non-payment of premium.

In the event **we** (or **your** insurance broker) invoke **our** right of cancellation, **you** will be given 30 days' written notice, other than where the reason is for non-payment of premium. See "13 Non-payment of premium" below for details.

In all cases, **we** will provide the reason for cancellation by special delivery to **your** last known address.

When **your policy** is cancelled **we** also cancel **your policy** records and remove the **insured vehicle** from the Motor Insurance Database.

If **we** cancel this insurance **we** will pay **you** a refund of any premium proportionate to the number of days **you** have been on cover.

### 13. Non-payment of premium

If **you** fail to pay **your** premium **we** will give **you** 14 days' notice before **we** cancel the **policy**.

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).

If **you** are paying **your** premium via instalments and **you** fail to pay an instalment, **we** will write to **you** requesting payment by a certain date. If still no payment is received by the deadline, **we** will issue **you** with a 14 day notice of cancellation letter before **we** cancel **your policy**. 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.

## General conditions continued...

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### **14. Return of premium**

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

Please also see Premium adjustments on page 25.



**[www.victorinsurance.co.uk](http://www.victorinsurance.co.uk)**

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