



# Commercial Motor Agriculture



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The Important information section includes details of:

- How to cancel the policy
- How to make a complaint
- How to make a claim

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# The contract of insurance

The policy, statement of fact, Certificate of Motor Insurance and The Schedule should be read together and form the contract of insurance between You and Us.

In deciding to provide this insurance and in setting the terms and premium, We have relied on the information You have given Us. You must take care when answering questions We ask by ensuring that all the information provided is accurate and complete.

At the commencement of the Period of Insurance or at the subsequent renewal of the policy, if You are:

1. a Consumer, You must take reasonable care not to misrepresent any information or facts which might affect Our assessment or acceptance of this insurance;
2. a Commercial customer, You must disclose every relevant circumstance You know or ought to know, and provide a fair presentation of the information required to enable Us to assess Your insurance risk.

You must notify Us as soon as reasonably practicable of any changes in circumstances which may increase the possibility of loss, Damage or legal liability covered by this policy. If You are in any doubt, please contact Your insurance adviser directly as failure to notify Us of any of those changes could lead to Your policy being cancelled, or a claim rejected or not fully paid, and/or different terms being applied to Your policy.

In addition You must notify Us of any alteration to the information provided at inception or renewal occurring during the Period of Insurance at which time We may apply an additional premium or other additional terms or conditions.

If You are unsure as to whether or not certain facts should be disclosed or You would like to make changes to Your policy please contact Your insurance adviser.

## The underwriters

This insurance is underwritten by certain underwriters at Lloyd's and other insurance companies as noted below, referred to collectively as the 'Underwriters' who are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

The subscribing Underwriters' obligations under Contracts of Insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing Underwriters are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

Section	Underwriter
All sections	Amlin UK is a trading name of Amlin UK Limited. Amlin UK Limited is wholly owned by and an Appointed Representative of Amlin Underwriting Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under reference number 204918. Amlin UK Limited is registered in England No. 2739220. Registered office: The Leadenhall Building, 122 Leadenhall Street, London, EC3V 4AG.

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# Commercial Motor Agriculture Policy Wording

## 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.

### Arbitration

If We accept liability but You disagree with the amount We offer to pay, the claim will be referred to an arbitrator, jointly appointed by both You and Us in accordance with the statutory provisions in force at the time.

The fees of the arbitrator will be shared equally by You and Us. Each party to the arbitration will bear their own costs.

The findings of the arbitrator will be binding. Unless otherwise agreed, the seat of the Arbitration will be London.

Nothing contained in this condition removes or diminishes Your right to refer matters to the Financial Ombudsman Service (FOS).

### Contribution

If the insurance provided by this policy is also covered by another policy (or would but for the existence of this policy), We will only pay Our share of the loss based on the proportion that the applicable sum insured or limit of liability under this policy bears to total of the applicable sums insured or limits of liability under all policies covering the same loss.

However, this Condition will not impose on Us any obligation to make any payment under this policy from which We would have been relieved under Exception (1) of the Exceptions to Parts One and Two.

### Fraud

If We determine that any claim is in any respect fraudulent or if You or anyone acting on Your behalf makes any claim or any statement knowing this to be false or fraudulent in any way, We will cancel this policy from the date of the fraudulent claim or false or fraudulent statement was made and all benefits under this policy shall cease.

### Non disclosure, misrepresentation or false description

If as a Commercial customer You deliberately or recklessly breach Your duty to provide a fair presentation or as a consumer You deliberately or recklessly make a misrepresentation, We shall be entitled to cancel this policy from the inception date, refuse all claims and not return any of the premiums paid.

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### **Innocent misrepresentation and/or failure to disclose relevant information**

If the breach is neither deliberate nor reckless, We shall cancel this policy from the inception date this policy and return the premiums only if We would not have entered into this policy had We known the true position. If We would have entered into this policy, but on different terms, those terms shall be deemed to be incorporated in this policy. In addition, if We would have entered this policy, whether the terms would have been the same or different, but would have charged a higher premium, We may reduce proportionately the amount to be paid on a claim.

The burden of proof for this condition shall be on Us.

For the purpose of this condition the acts, omissions or knowledge of one insured shall not be imputed to any other insured.

### **Language**

The language of Your policy and any communication throughout the duration of the policy will be English.

### **Law & Jurisdiction**

Under United Kingdom law the parties to the contract have the right to request the law which will apply. In the absence of any agreement to the contrary, the laws of England and Wales will apply and this subject shall be subject to the exclusive jurisdiction of the courts of England and Wales.

### **Rights of third parties**

This policy is only for the benefit of You and Us. No one else has any right to enforce any of its terms other than any right or remedy of a third party which exists or is available in law apart from the Contracts (Rights of Third Parties) Act 1999.

### **Sanctions**

We try Our best to ensure that We don't offer insurance to anyone which is in breach of any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United Kingdom. However, if We have nevertheless done this You should consider that, regardless of what the policy says, We do not provide any insurance, nor will We pay any claim or provide any benefit if doing so would constitute such a breach.

### **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.

### **Your duty to prevent loss or Damage**

You shall at all times take all reasonable steps to safeguard The Vehicle from loss or Damage. You shall maintain The Vehicle in a safe condition and We shall have, at all times, free access to examine The Vehicle and Trailer(s).

## **Your right to cancel**

If this policy does not meet Your needs, You have the right to cancel it for a period of 14 days from the date Your policy begins or from the date You receive this policy document, whichever is the later. If You do want to cancel this policy You should contact Your insurance adviser.

If You cancel in this period You will receive a full refund of premium. If You have made a claim or an incident giving rise to a claim has occurred during this period, You must reimburse Us for any amounts We have paid or may be required to pay.

After those 14 days You may cancel this policy at any time by giving Us written instructions. We will refund a proportionate part of the premium paid in respect of the unexpired term of this policy. If We pay a claim or if an incident likely to give rise to a claim has occurred during the current Period of Insurance then no refund of premium will be allowed.

## **Cancellation by Us**

We may cancel this policy, where there is a valid reason for doing so, by sending You 30 days' notice by recorded delivery to Your last known address.

Valid reasons may include but are not limited to:

- non payment of any premiums due
- a change in risk occurring which means that we can no longer provide you with insurance cover
- non-cooperation or failure to supply information or documentation that we request
- threatening or abusive behaviour or use of threatening or abusive language.
- we will refund a proportionate part of the premium paid in respect of the unexpired term of this policy.

You may of course contact Us within the 30 day notice period and if We are able to resolve the matter to Our satisfaction, We may give consideration to the withdrawal of the cancellation notice. The withdrawal of the cancellation notice is only effective where We have written to You at Your last known address, or by the issue of further evidence of insurance.

## **Definitions**

The following definitions apply to this policy and shall keep the same meaning wherever they appear.

### **Bodily Injury**

Bodily injury including death, illness, disease or nervous shock.

### **Certificate of Motor Insurance**

A document that You must have as proof that You have motor insurance necessary to comply with any road traffic legislation.

### **Compensation**

Damages, including interest.

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## **Costs and Expenses**

### 1. Fees and disbursements for The Insured's

#### a. legal representation

- I. at any Coroner's Inquest
- II. at any Fatal Accident Inquiry
- III. in any proceedings brought under Road Traffic Acts or equivalent European Union legislation

#### We will not pay

1. for a plea of mitigation (unless the offence The Insured is charged with carries a custodial sentence)
2. appeals.
- b. defence at any proceedings
  - I. in a Court of Summary Jurisdiction
  - II. for manslaughter, dangerous driving or careless driving when under the influence of drink or drugs causing death
2. Costs and expenses incurred with Our written consent
3. any claimant's legal costs for which You are legally liable

in connection with any event which is or may be the subject of indemnity under this Section.

## **Commercial customer**

An individual, company, body corporate or partnership not being a consumer.

## **Consumer**

A natural person acting for purposes outside his trade, business or profession.

## **Damage**

Accidental loss, destruction or damage.

## **Employee**

Any person who is

1. under a contract of service or apprenticeship with You
2. borrowed by or hired to You

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3. a labour master or supplied by a labour master
4. employed by labour only sub-contractors
5. self-employed
6. under a work experience or training scheme
7. a voluntary helper

while working under Your control in connection with The Business.

### **Excess**

The amount(s) specified in this Policy and The Schedule which We will deduct from each and every claim.

### **Foreign Object**

A stone, piece of timber, metal, or similar object, not forming part of The Vehicle.

### **Green Card**

A document required by certain countries which are

1. not members of the European Union and
2. members of, and comply with, the Green Card System

to provide proof of the minimum compulsory insurance cover required by law to drive in that country.

### **Hazardous Location**

1. Power stations.
2. Nuclear installations or establishments.
3. Refineries, bulk storage or production premises in the oil, gas or chemical industries.
4. Bulk storage or production premises in the explosive, ammunition or pyrotechnic industries.
5. Ministry of Defence premises.
6. Military bases.

### **High Category Hazardous Goods**

Any goods of a nature and/or quantity that require carriage in accordance with

1. The Carriage of Explosives by Road Regulations 1996
2. The Radioactive Materials (Road Transport) (Great Britain) Regulations 1996

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3. Transport Categories 0, 1 and 2 of The Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2004
4. Any re-enactment or replacement of those regulations with any other legislation of similar intent (including subsequent legislation) if applicable.

### **Market Value**

This is the likely cost of You buying a vehicle, trailer or implement in a fair and open market place, which is as near as possible identical to the one that has been stolen or damaged beyond economic repair.

### **Period of Insurance**

From the effective date until the expiry date (both stated in The Schedule) or any subsequent period for which We accept payment for renewal of this policy.

### **Pollution or Contamination**

1. Pollution or contamination of buildings or other structures or of water or land or the atmosphere and
2. all loss, Damage and injury directly or indirectly caused by pollution or contamination.

### **Terrorism**

1. Any act or acts including but not limited to
  - a. the use or threat of force and/or violence and/or
  - b. harm or Damage to life or to property (or the threat of harm or Damage) including but not limited to harm or Damage by nuclear and/or chemical and/or biological and/or radiological means

caused or occasioned by any person(s) or group(s) of persons, or so claimed, in whole or in part, for political, religious, ideological or similar purposes.2. Any action taken in controlling, preventing, suppressing or in any way relating to (1) above.

### **The Business**

Activities directly connected with the business specified in The Schedule.

### **The Insured**

1. You.
2. Your personal representatives in respect of legal liability You incur.
3.
  - a. Any person who is permitted by the Certificate of Motor Insurance to drive and use the Insured Vehicle, whilst driving or using the Insured Vehicle
  - b. at Your request

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- I. any passenger travelling in, or getting into or out of the Insured Vehicle
- II. the owner of the Insured Vehicle
- III. any principal for whom You are carrying out a contract, to the extent required by the contract conditions

or the personal representatives of any of these persons, in respect of legal liability for which You would have been entitled to indemnity if the claim had been made against You.

Each indemnified party will be subject to the terms of this Section so far as they apply.

### **The Schedule**

The current schedule forming part of this Policy.

### **The Territorial Limits**

England, Wales, Scotland, Northern Ireland, the Republic of Ireland, the Channel Islands, the Isle of Man, together with any country or territory

1. that is a member of the European Union or
2. for which the Commission of the European Communities is satisfied that arrangements have been made to meet the requirements of Article 7(2) of EC Directive 72/166/EC relating to civil liabilities arising out of the use of motor vehicles

including transit between these countries.

### **The Vehicle**

1. The motor vehicle(s) described in The Schedule including accessories and spare parts whilst on the vehicle  
and
2. any other motor vehicle in respect of which
  - a. details have been supplied to and accepted by Us  
or
  - b. Our usual form of cover note has been issued and remains effective.

### **We/Us/Our**

Lloyd's Syndicate 2001 managed by Amlin Underwriting Limited through its service company Amlin UK Limited.

### **You/Your/The Policyholder**

The persons, companies, partnerships or unincorporated associations named in The Schedule as The Policyholder.

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## Definitions of specific vehicle types

### **Agricultural Motor Vehicle**

A motor vehicle which is constructed or adapted primarily for use off roads for the purposes of agriculture, horticulture or forestry use and which is primarily used for those purposes.

### **Bus or Coach**

A passenger-carrying motor vehicle constructed or adapted to carry nine or more seated passengers in addition to the driver.

### **Goods Carrying Vehicle**

A motor vehicle manufactured or adapted for the carriage of goods.

### **Private Car**

A passenger-carrying motor vehicle with not more than nine seats including the driver's seat, which is not used for hire or reward.

### **Plant Type Vehicle**

A motor vehicle or item of self-propelled equipment constructed or adapted for use in any construction, demolition or engineering operation and not used primarily to carry material other than

1. excavated material loaded on to the motor vehicle by an item of equipment attached to the motor vehicle .
2. material which the motor vehicle is specifically constructed or adapted to handle or treat whilst being carried.

### **Trailer**

A non-self propelled vehicle with two or more wheels which is designed and constructed to be towed by a motor vehicle and which is not

1. used for the carriage of passengers
2. used for any broadcasting, hospitality or medical purpose
3. constructed to provide living accommodation (e.g. caravan or mobile home).

## Permitted use

We will cover The Vehicle while it is used for its permitted use.

The permitted use for The Vehicle is shown in the Certificate of Motor Insurance. Where a Certificate of Motor Insurance is not issued, the permitted use is described by endorsement or on The Schedule.

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## Cover Key

The cover applying to Your vehicle(s) is explained below. The Schedule will show the level of cover applying to each vehicle insured.

Cover applicable	Operative section
Comprehensive	All sections
Third Party, Fire and Theft	Section One only in respect of Damage caused by fire, self-ignition, lightning, explosion, theft or attempted theft. Sections Two, Three and Four
Third Party Only	Section Two only

## Section One – Damage (including Fire or Theft)

### Cover

We will indemnify You in respect of Damage to The Vehicle occurring during the Period of Insurance within The Territorial Limits, including the reasonable cost of The Vehicle's

1. protection and removal to the nearest repairer
2. delivery to You after repair.

The maximum We will pay in respect of any claim for Damage will be the lesser of

- a. the Market Value immediately before the Damage was incurred, or
- b. Your estimated value specified in The Schedule, unless it can be shown that the vehicle has increased in value during the Period of Insurance.

If to Our knowledge The Vehicle is subject to a hire purchase, leasing or contract hire agreement, any payment will be made to the owner described in the agreement, whose receipt will be a full and final discharge to Us.

You may commence reasonable repairs following damage to The Vehicle without notifying Us first provided We are supplied with a detailed estimate as soon as is practical. We reserve the right to seek alternative estimates.

### Clauses applying to Section One – Damage (including Fire or Theft)

#### Audio, visual, communication and navigation equipment

We will pay for loss of, or Damage to, Your vehicle's audio, visual, communication and navigation equipment (but excluding telephones) permanently fitted to The Vehicle, provided that their value has been included within the value shown in The Schedule.

#### Damage to windscreen and windows

Where the only Damage that any Agricultural Motor Vehicle, Private Car or Goods Carrying Vehicle sustains is breakage of glass in the windscreen or in the windows, and any incidental scratching of bodywork, the Excess will

1. be £75 where the claim relates to the replacement of the glass
2. not apply where the claim relates to the repair of the glass.

#### Internal Damage

If The Vehicle is an Agricultural Vehicle We will pay for Damage by a Foreign Object to the internal workings.

We will not pay for any Damage which is caused by the introduction of any matter which the Agricultural Vehicle is designed to process.

### **Locks and keys**

We will indemnify You in respect of the cost of replacing the

1. affected locks
2. keys or key cards, the remote control transmitter and central locking interface
3. affected parts of the engine control unit, alarm and/or immobiliser

in the event of theft of the keys, key cards or remote control transmitter of The Vehicle or those keys, key cards or transmitters being lost.

The maximum We will pay is £1,000 in respect of any one claim under this clause.

We will not indemnify You

1. unless there is reasonable belief that
  - a. keys, key cards or transmitters are in the possession of a person other than You; and
  - b. that person will know the identity or the garaging address of The Vehicle
2. in respect of the Excess specified in The Schedule.

### **New vehicle replacement**

Where The Vehicle is

1. owned and registered by You as new and
2. a Private Car or Goods Carrying Vehicle not exceeding 7.5 tonnes gross vehicle weight.

We will replace that vehicle with a new vehicle of the same make and specification, subject to availability, if within 12 months of first registration it sustains Damage to an extent greater than 50% of its United Kingdom list price (including vehicle taxes).

Replacement is subject to the agreement of any interested hire purchase company if applicable.

### **Young and novice drivers - excess**

The following Excesses apply in addition to the Excess specified in The Schedule whilst The Vehicle is being driven by a person who is

- |  |      |
|--|------|
| 1. aged under 21 years                       | £350 |
| 2. aged 21 years and over but under 25 years | £200 |
| 3. a Novice Driver aged 25 years or over     | £200 |

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For the purposes of this clause a Novice Driver is a driver who

- a. holds a provisional licence or
- b. has held a full licence for less than 12 months.

These increased Excesses will not apply

- I. to any Agricultural Motor Vehicle
- II. whilst The Vehicle is in the custody or control of the motor trade.

### **General average and other charges**

We will indemnify You in respect of liability incurred for the enforced payment of

1. customs duty on The Vehicle after its temporary importation into any country to which this Section applies
2. general average contributions, salvage and sue and labour charges arising during the transportation of The Vehicle by sea between ports in any country to which this Section applies

as a direct result of Damage which results in a payment under this section.

### **Amalgamation limit**

The maximum amount We will pay in respect of Vehicles garaged in any one building is £2,000,000.

## **Exclusions applying to Section One – Damage (including Fire or Theft)**

We will not indemnify You in respect of

1. loss of use
2. depreciation, wear and tear – If a replacement part of the same age and condition is not readily available You may be asked to contribute towards the cost of replacing any lost or damaged part of Your vehicle, trailer or implement replaced as a result of a claim under this section
3. a failure, breakdown or malfunction that is
  - a. mechanical
  - b. electrical
  - c. electronic (including Computer or Electronic equipment)
4. Loss or Damage arising out of the theft or any attempted theft where the keys of The Vehicle have been left in or on the vehicle, or of any Goods Carrying Vehicle or Private Car when its doors or windows or any other point of access has been left unlocked.
5. Damage to tyres caused by braking or by punctures, cuts or bursts
6. Damage resulting directly from pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed

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7. loss of value following repair
8. Damage arising during or in consequence of riot or civil commotion occurring
  - a. in Northern Ireland
  - b. outside The Territorial Limits
9. earthquake occurring anywhere other than England, Wales, Scotland, Northern Ireland, the Channel Islands, the Isle of Man or any other member country of the European Union
10. the Excess - Where more than one of Your vehicles is damaged in the same event, the excess will be applied to each and every vehicle
11. goods carried in or on The Vehicle
12. Loss or Damage unless it is directly connected to the incident for which a claim is made
13. Loss or Damage arising from The Vehicle, trailer or implement taking part in rallies, competitions or trials
14. The cost of obsolete spare or replacement parts in excess of the manufacturer's last published list price (or their sterling equivalent). If The Vehicle, trailer or implement is an import, i.e. not manufactured for the European Union (EU) market, the most We will pay is the cost of the manufacturer's last published list price (or its sterling equivalent) for spare or replacement parts for the closest equivalent model available in the EU. We will not pay delivery or import charges for spare or replacement parts
15. Loss or Damage arising out of the use of heating, cooking or lighting equipment and Damage to the contents other than permanent fixtures and fittings where The Vehicle is a motorhome or caravanette.

## **Conditions applying to Section One – Damage (including Fire or Theft)**

### **Safeguarding The Vehicle against Damage**

If in relation to any claim You have failed to fulfil the following Conditions, You will lose Your right to indemnity or payment for that claim.

You must

1. take all reasonable precautions to safeguard The Vehicle against loss or Damage
2. maintain The Vehicle in a roadworthy condition.

We shall have free access to examine The Vehicle.

## Section Two – Liability

### Cover

We will indemnify You against

1. legal liability to pay Compensation and
2. Costs and Expenses

in respect of

- a. Bodily Injury
- b. loss of or Damage to property

arising out of an accident caused by or in connection with The Vehicle, including its loading and unloading, during the Period of Insurance and within The Territorial Limits.

The most We will pay in respect of Damage to property in respect of one or more claims arising out of a single cause shall be

1. £20,000,000 for a Private Car except as stated below
2. £5,000,000 for all other vehicle types except as stated below
3. £1,000,000 whilst The Vehicle is being used for the carriage of High Category Hazardous Goods.

Where We are required to provide indemnity in respect of Terrorism by virtue of any road traffic legislation, the most We will pay in respect of Damage to property under Section Two will be

1. £5,000,000 for any one claim or all claims of a series consequent on or attributable to one original cause; or
2. any greater sum as may be required by that legislation.

### Clauses applying to Section Two – Liability

#### Contingent liability

We will pay You and no other person in the terms of Section Two of this Policy whilst any motor vehicle not the property of or provided by You is being used in connection with The Business by a person in Your employment.

We will not pay

1. if the business is part of the employee vehicle's normal vehicle use.
2. if there is any other insurance covering the same liability

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3. for loss of or Damage to that motor vehicle
4. in respect of any motor vehicle registered outside the United Kingdom

### **Contractual liability**

We will pay You in respect of legal liability for

1. Bodily Injury
2. loss of or Damage to property

imposed on You solely by reason of the terms of any agreement provided that the conduct and control of any claim is vested in Us.

We will not provide indemnity in respect of any agreement for or including the performance of work outside England, Wales, Scotland, Northern Ireland, the Channel Islands and the Isle of Man.

### **Cross liabilities**

We will indemnify each party named as The Policyholder in The Schedule as if a separate policy had been issued to each.

Our total liability for all compensation payable shall not exceed any limit of liability within this policy if You had comprised one party.

### **Emergency treatment fees**

We will pay emergency treatment fees where liability for the treatment arises under any road traffic legislation.

### **Legal costs and expenses**

In respect of any death or serious injury We will pay legal fees incurred for representation if proceedings are being taken against You or any authorised driver.

We will pay for:

1. a solicitor to represent anyone We insure at a coroner's inquest, fatal accident inquiry or court proceedings;
2. the costs of a solicitor to defend anyone We insure against a charge of manslaughter or causing death by reckless or dangerous driving; and
3. any other reasonable legal costs and expenses incurred in defending any claim

We are only liable for costs and expenses incurred in respect of legal representation appointed by Us, or You, if we have first given Our written agreement.

The maximum sum We will pay under this section of the policy will be £500,000 for any loss or series of losses arising from one event.

### **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 The Insured is entitled to indemnity, We will compensate You for any reasonable travel or accommodation expense in connection with this attendance at court.

The maximum We will pay is £100 per person per day.

### **Towing disabled vehicles**

We will indemnify You in respect of legal liability whilst The Vehicle is being used for the purpose of towing any one disabled mechanically-propelled vehicle.

Provided that

1. the disabled vehicle is not towed for reward
2. the disabled vehicle is being towed in accordance with the law.

### **Unauthorised driving and use**

We will indemnify You whilst The Vehicle is being driven or used other than in accordance with the terms of the Certificate of Motor Insurance without Your knowledge or consent.

### **Unauthorised movement of obstructing vehicles**

Any obstructing vehicle driven or moved by You or on Your behalf will be deemed to be insured as if it was The Vehicle.

For the purpose of this Clause an obstructing vehicle will be regarded as a vehicle interfering with the loading or unloading or the legitimate passage of The Vehicle.

### **General average and other charges**

We will indemnify You in respect of liability incurred for the enforced payment of

1. customs duty on The Vehicle after its temporary importation into any country to which this Section applies
2. general average contributions, salvage and sue and labour charges arising during the transportation of The Vehicle by sea between ports in any country to which this Section applies

as a direct result of Damage which results in a payment under this section.

## **Exclusions applying to Section Two - Liability**

Except so far as it is necessary to meet the requirements of any road traffic legislation, We will not provide indemnity in respect of

1. Bodily Injury, and/or loss of or Damage to property
  - a. if You are entitled to indemnity under another insurance policy

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- b. caused or arising beyond the limits of any carriageway or thoroughfare in connection with
    - I. the bringing of the load to The Vehicle for loading it
    - II. the taking away of the load after unloading itby any person other than the driver or attendant of The Vehicle
  - c. whilst The Vehicle is being used
    - I. in that part of an aerodrome or airport provided for the take-off and landing of aircraft on the surface
    - II. on aircraft parking aprons including associated service roads and ground equipment areas
    - III. those parts of passenger terminals which come within the Customs examination area
  - d. death, injury, loss or Damage directly or indirectly arising as a result of a deliberate act caused by You
- 2. Bodily Injury to any Employee arising out of and in the course of employment by You
  - 3. loss of or Damage to The Vehicle
  - 4. loss of or Damage to property belonging to or held in trust by or in the custody or control of You
  - 5. Bodily Injury, loss of or Damage to property where The Vehicle is an Agricultural Motor Vehicle arising out of any incident directly or indirectly caused by, accelerated by, or attributed to the coming into contact with any person, property, land or crops of any substance or compound that is used in whole or in part as an insecticide, herbicide or other control of pests, disease or weeds, or as a desiccant, defoliant or growth regulator and which arises from the dissemination of that substance or compound in connection with The Vehicle elsewhere than on land occupied by You or crops owned by You on that land
  - 6. Pollution or Contamination other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance
- All Pollution or Contamination which arises out of one incident will be deemed to have happened at the time that incident takes place.
- 7.
    - a. liquidated damages
    - b. penalty clauses
    - c. fines
  - 8. any liability in respect of death or bodily injury to any person or for loss or damage to property directly or indirectly caused by malicious electronic acts perpetrated by any individual(s), group(s) or organisation(s)

9. any sums in excess of £1,000,000 whilst The Vehicle is being used for the carriage of petrol, liquid petroleum gas, explosives or chemicals of a volatile, explosive, corrosive or toxic nature
10. Loss of or Damage to goods being towed by, or carried in or on The Vehicle.

## **Clauses applying to Section One – Damage (including Fire or Theft) and Section Two - Liability**

### **Car-sharing**

The receipt of financial contributions in respect of the carriage of passengers on a journey in a Private Car as part of a car-sharing arrangement for social or other similar purposes will not be deemed to constitute the carriage of passengers for hire or reward, provided that

- a. passengers are not being carried in the course of a business of carrying passengers
- b. total contributions received for the journey concerned do not involve an element of profit.

### **Voluntary service**

You or any other person allowed to drive Your Private Car under this insurance will be covered to use the Private 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.

### **Foreign use extension**

Where You have notified Us of intended use of The Vehicle in countries outside The Territorial Limits which are members of, and comply with, the green card system, this Section will be extended to include those countries and transit between them, provided We have agreed to do so and issued a Green Card which remains effective.

### **Our right of recovery**

The indemnity granted by this Section is deemed to be in accordance with the provisions of any law relating to the compulsory insurance of motor vehicles in any territory to which this Section applies.

However, You will repay to Us all sums We would not have been liable to pay but for the provisions of that law.

### **Unlicensed drivers**

Any requirement of the Certificate of Motor Insurance that the person driving must hold or have held a licence to drive will be inoperative when a licence is not required by law, provided

1. the person driving is of an age to drive The Vehicle
2. The Vehicle is being driven within the limitations of any relevant health and safety legislation
3. the terms of this policy, Certificate of Motor Insurance and Schedule are otherwise observed.

### **Vehicles in custody of motor traders**

We will indemnify You while The Vehicle is in the custody or control of the motor trade and used only for the purposes of its overhaul, upkeep or repair.

### **Exclusions applying to Section One – Damage (including Fire or Theft) and Section Two - Liability**

We will not provide indemnity

1. whilst The Vehicle is being driven or used other than in accordance with the terms of the Certificate of Motor Insurance, except in the circumstances described in the Unauthorised Driving and Use Clause
2. in respect of
  - a. loss or destruction of or damage to any property or any loss or expense or any indirect losses, which result from the incident that caused You to claim; or
  - b. any legal liability of any nature  
directly or indirectly caused by or contributed to by or arising from
    - I. ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
    - II. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component.

## Section Three – Additional benefits

### No Claim Discount - NCD

Your Schedule will show if this applies.

A no claims discount does not apply and cannot be earned under this insurance where The Vehicle is a 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.

			Number of Claims and reduction in NCD				
			none	1	2	3	4 or more
NCB Years	Cars/CV's NCB %	Agricultural NCB %	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

Your Schedule will show if this applies.

A protected no claims discount does not apply under this insurance where The Vehicle is a 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

The following benefits are only available where The Vehicle cover is Comprehensive

### Medical expenses

We will pay the cost of medical expenses incurred by The Vehicle's driver and occupants if injured in any accident involving The Vehicle.

The maximum We will pay is £500 in respect of each injured person.

### Personal accident

If You or anyone employed by You who is an authorised driver of The Vehicles noted in The Schedule are injured as a result of an accident involving

1. The Vehicle; or
2. while travelling in or getting into or out of any vehicle which does not either belong to You and is not hired or leased to You

We will pay the following amounts if, within 3 months of the accident, the injury is the sole cause of

- |   |         |
|---|---------|
| 1. death (payable to the estate)  | £15,000 |
| 2. total permanent paralysis  | £5,000  |
| 3. total and irrecoverable loss of all sight in an eye                        | £5,000  |
| 4. total loss of a limb by physical separation at or above the wrist or ankle | £5,000  |

We will not pay

1. if the person suffering injury or death is aged 70 years or more at the time of the accident
2. if the injury or death is contributed to or accelerated by suicide or attempted suicide, alcohol or drug abuse
3. more than £15,000 for each person injured during any one Period of Insurance
4. where the vehicle is used or provided for gainful employment.

### **Rugs, clothing and personal effects**

We will pay the cost of replacing rugs, clothing and personal effects belonging to You, the driver or any occupant of The Vehicle providing the cause of Damage is covered by this Section and is applicable to The Vehicle.

We will not be liable in respect of Damage

1. from any open top vehicle or any vehicle incapable of being securely locked or open to the elements
2. to money, stamps, tickets, documents, securities, trade goods or samples
3. to property more specifically insured
4. exceeding £500 from each vehicle.

### **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

1. You report the claim to Our claims helpline 01245 396544
2. You are complying fully with the terms and conditions of this policy, Schedule, Certificate of Motor Insurance and Endorsements(s)
3. You do not incur any legal fees without Our having obtained Our written agreement first
4. the accident happened during the Period of Insurance.

The following conditions apply to this Uninsured loss recovery extension;

- a. 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
- b. 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
- c. 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
- d. the maximum amount We will pay in respect of any one claim is £100,000.

We will not pay for

- 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

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- 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 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 Four – Trailers and agricultural implements

The cover, clauses and exclusions applicable to The Vehicle under Section One will apply to any Trailer, agricultural implement or machine (other than any mechanically-propelled vehicle)

- 1. with a value not exceeding £100,000
    - or
  - 2. exceeding the value stated where otherwise specified in The Schedule
- while
- a. attached to The Vehicle for the purposes of being operated or drawn
  - b. detached from The Vehicle and out of use, until the time that the Trailer, implement or machine is attached to another vehicle.

We will indemnify You under Section Two in respect of any Trailer, agricultural implement or machine while attached to or detached from The Vehicle and out of use.

For the purposes of exclusion (3) to Section Two, a vehicle and trailer or trailers attached to it will together be deemed to constitute one vehicle.

## Exclusions applying to all Sections

We will not indemnify You against:

- 1. loss, damage or legal liability arising whilst The Vehicle is being driven or used other than in accordance with the terms and limitations of this policy including the Certificate of Motor Insurance, except in the circumstances described in the Unauthorised Driving and Use Clause

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2. loss, damage or legal liability arising from Your failure to provide information, statements or documents necessary to defend a claim within deadlines prescribed by the courts
3. loss, damage or legal liability which arises by reason of any agreement which would not have arisen apart from that agreement
4. loss, damage or legal liability arising while The Vehicle covered by this insurance is being used or driven on any race track or circuit including the Nürburgring
5. 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, contributed to or as a result of, spillage or seepage 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
6. loss, damage or legal liability for death, injury, loss or Damage directly or indirectly arising as a result of a deliberate act caused by You
7. loss, damage or legal liability arising while The Vehicle covered by this insurance is carrying a load in excess of that for which it was constructed or is permitted to carry
9.
  - a. loss or destruction of or Damage to any property or any loss or expense or any indirect losses, which result from the incident that caused You to claim; or
  - b. any legal liability of any naturedirectly or indirectly caused by or contributed to by or arising from
  - I. ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - II. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component
  - III. earthquake, volcanic eruption or meteorite impact
  - III. 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
  - IV. confiscation, nationalisation, requisition or destruction of or Damage to property by or under the order of any government or public or local authority
  - V. Terrorism; or
  - VI. riot or civil commotion occurring in Northern Ireland or outside of the United Kingdom, the Isle of Man or the Channel Islands.

# Important information

The Policy is administered by Marsh Limited t/a Victor Insurance in accordance with the authority granted under binding authority B1019BLFBRAG18.

Marsh Limited t/a Victor Insurance is authorised and regulated by the Financial Conduct Authority and registered in England with Company No. 931954 at its Registered Office at 1 Tower Place West, Tower Place, London EC3R 5BU.

## How to cancel this policy

### Cooling off period

If this policy does not meet Your needs, You have the right to cancel it for a period of 14 days from the date Your policy begins or from the date You receive this policy document, whichever is the later. If You do want to cancel this policy You should contact Your insurance adviser. We will return any premium paid in accordance with “Your right to cancel” on page 6 of this policy.

### After the cooling off period

Please refer to “Your right to cancel” and also “Cancellation by Us” on page 6 of this policy.

## How to make a complaint

Victor Insurance’s aim is to ensure that all aspects of Your insurance are dealt with promptly, efficiently and fairly. At all times Victor Insurance is 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 Victor Insurance or Your insurance adviser. In the event that 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. Please contact:

Chief Underwriting Officer, Victor Insurance, 1 Tower Place West, Tower Place, London EC3R 5BU.

If Your complaint cannot be resolved within two weeks, or if You have not received a response within two weeks You are entitled to refer the matter to Lloyd’s. Lloyd’s will then conduct a full investigation of Your complaint and provide You with a written final response.

Lloyd’s contact details are:

Post: Complaints, Lloyd’s, One Lime Street, London EC3M 7HA

Telephone: +44 (0) 20 7327 5693 Fax: +44 (0) 20 7327 5225

Email: [complaints@lloyds.com](mailto:complaints@lloyds.com)

Details of Lloyd’s complaints procedures are set out in a leaflet “Your Complaint – How We Can Help” available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints) and are also available from the above address.

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If You remain dissatisfied after Lloyd's has considered Your complaint, or if You have not received a written final response within eight weeks from the date Victor Insurance received 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

Tel (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](mailto:complaint.info@financial-ombudsman.org.uk)

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Please note:

You must refer Your complaint to the Financial Ombudsman Service within six months of the date of the final response.

The Financial Ombudsman Service will normally only consider a complaint from a private individual, a business that has an annual turnover of less than 2 million Euros and fewer than 10 employees or a trustee of a trust with assets of less than £1 million.

## Compensation

Lloyd's insurers are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if a Lloyd's insurer is unable to meet its obligations to You under this policy. If You are entitled to compensation under the Scheme the level and the extent of the compensation would depend on the type of business and the circumstances of the claim. Further information is available from the FSCS.

Financial Services Compensation Services

10th Floor

Beaufort House

15 St Botolph Street

London

EC3A 7QU

Website address: [www.fscs.org.uk](http://www.fscs.org.uk)

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## How to make a claim

You must report all incidents, irrespective of blame and whether or not You believe a claim may be made against this insurance. When You contact Us please have the following information to hand:

- Your policy or certificate of insurance number.
- The name and details of the person who was driving Your vehicle, including their age, occupation and details of any previous accidents or motoring convictions.
- The name, address, telephone number and insurance details of any other party involved.
- The number of passengers in each vehicle involved and whether there is any indication of injury to any person.
- A description and registration number of all vehicles involved and what Damage has occurred (photographs of any Damage would be useful to Us).
- The exact location as we may require a diagram of this (certainly photographs would again be useful).
- The name and contact details of any witness.
- Your recollection of any conversation that took place immediately after the incident, involving You, the driver of Your vehicle, the other driver or any witness.

## How to report a claim

To make a claim or to report an incident please telephone Our 24 hour helpline on 01245 396544. We can usually obtain all the information we need in one phone call, but if we ask You to complete an incident report form or provide any further information then this should be sent to Us as soon as You are able in order to prevent any delay.

If You receive any third party correspondence, writ or summons please forward this unanswered to Us as soon as is practical.

## Repairs to your private car or commercial vehicle

### Windscreen or window glass - excluding sunroof

Please telephone Our approved glass specialist on 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 can be repaired You will not be asked to pay any amount, unless You are liable for the VAT element.
- 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 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 Amlin UK policyholders where they carry out glass replacement.

### **For all other Damage**

We recommend that You take advantage of Our approved repairer scheme by contacting Our 24 hour helpline on 01245 396544. 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 Your claim to be processed more 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 policy 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. You will be required to obtain 2 estimates for comparison purposes. Should the total cost of the lowest estimate not exceed £750 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. 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 and VAT where applicable.

## **Repairs to your agricultural vehicle, trailer or implement**

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

We would recommend that You obtain at least 2 estimates for comparison purposes.

- Should the total cost of repair exceed £750 You will need to contact Us so that We may arrange for an inspection 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. They will however 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 the lowest estimate does not exceed £750 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 as appropriate less any excess and VAT where applicable.

## Total loss (of your vehicle)

If You have been told that Your vehicle is a total loss (i.e. the cost of repairs exceed the vehicle's value) You should send to Us Your certificate of insurance, vehicle registration document, all vehicle keys, MOT, plating or PSV certificate, service history and details of any outstanding finance.

Please remove all personal belongings from Your vehicle as soon as is practical as Your vehicle will be moved to an area of safe-keeping in order to minimise storage costs.

In the event of Your vehicle shown in the schedule being considered a total loss by Us, the vehicle will be removed from the schedule and cover cancelled without entitlement to a refund of premium.

### Important note:

Please do not ask for help from a lawyer, accountant or anyone else before We have agreed that You should do so. If You do so without first obtaining Our consent, We will not pay the costs involved even if We accept the claim.

## Privacy Notice

### Information We process

You should understand that information You provide, have provided and may provide in future will be processed by Us, in compliance with UK data privacy laws for the purpose of providing insurance, handling claims and/or responding to complaints.

### Information containing personal and sensitive personal information

Information We process may be defined as personal and/or sensitive personal information. Personal information is information that can be used to identify a living individual e.g. name, address, driving licence or national insurance number. Personal information is also information that can identify an individual through a work function or their title.

In addition, personal information may contain sensitive personal information; this can be information about Your health and/or any criminal convictions.

We will not use personal and/or sensitive personal information except for the specific purpose for which You provide it and to carry out the services as set out within this notice.

### Collecting electronic information

If You contact Us via an electronic method, We may record Your Internet electronic identifier i.e. Your internet protocol (IP) address. Your telephone company may also provide Us with Your telephone number.

### How we use your information?

Your personal and/or sensitive personal information may be used by Us in a number of ways, including to:

- arrange and administer an application for insurance;

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- manage and administer the insurance;
- investigate, process and manage claims; and/or
- prevent fraud.

### **Who We share your information with?**

We may pass Your personal and/or sensitive personal information to industry related third parties, including authorised agents; service providers; reinsurers; other insurers; legal advisers; loss adjusters and claims handlers.

We may also share Your personal and/or sensitive personal information with law enforcement, fraud detection, credit reference and debt collection agencies and within the Amlin Group of companies to:

- assess financial and insurance risks;
- recover debt;
- to prevent and detect crime; and/or
- develop products and services.

We will not disclose Your personal and/or sensitive personal information to anyone outside the Amlin Group of companies except:

- where We have Your permission;
- where We are required or permitted to do so by law;
- to other companies who provide a service to Us or You; and/or
- where We may transfer rights and obligations under the insurance.

### **Why it is necessary to share information?**

Insurance companies share claims data to:

- ensure that more than one claim cannot be made for the same personal injury or property Damage;
- check that claims information matches what was provided when the insurance was taken out;
- act as a basis for investigating claims when We suspect that fraud is being attempted; and/or
- respond to requests for information from law enforcement agencies.

### **The transferring of information outside the European Economic Area**

In providing insurance services, We may transfer Your personal and/or sensitive personal information to other countries including countries outside the European Economic Area. If this happens We will ensure that appropriate measures are taken to safeguard Your personal and/or sensitive personal information.

### **Access to your information**

You have a right to know what personal and/or sensitive personal information We hold about You. If You would like to know what information We hold, please contact the Data Protection Officer at the address listed within this notice, stating the reason for Your enquiry. We may write back requesting You to confirm Your identity; We may also charge a fee of £10 for processing Your enquiry.

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If We do hold information about You, We will:

- give You a description of it;
- tell You why We are holding it;
- tell You who it could be disclosed to; and
- let You have a copy of the information in an intelligible form.

If some of Your information is inaccurate, You can ask Us to correct any mistakes by contacting Our Data Privacy Officer.

### **Providing consent to process your information**

By providing Us with Your personal and/or sensitive personal information, You consent to Your information being used, processed, disclosed, transferred and retained for the purposes set out within this notice.

If You supply Us with personal information and/or sensitive personal information of other people, please ensure that You have fairly and fully obtained their consent for the processing of their information. You should also show this notice to the other person.

You should understand that if You do not consent to the processing of Your information or You withdraw consent, We may be unable to provide You with insurance services.

### **Changes to this Notice**

We keep Our privacy notice under regular review. This notice was last updated on the 20th October 2015.

### **Contacting us**

If You have any questions relating to the processing of Your information, please write to:

The Amlin Data Privacy Officer, Amlin Underwriting Limited, The Leadenhall Building, 122 Leadenhall Street, London EC3V 4AG.

You can also email Us at: [dataprivacyofficer@amlin.com](mailto:dataprivacyofficer@amlin.com)

### **Motor Insurance Database and other Databases**

Insurers pass information to the Claims and Underwriting Exchange Register, run by Insurance Database Services Ltd (IDSL), the Hunter Database, run by Experian and the Motor Insurers Anti-Fraud and Theft Register, run by the Association of British Insurers (ABI). The aim is to check information provided and also to prevent fraudulent claims. We may search these registers when We deal with Your request for insurance. Under the conditions of Your policy, You must tell Us about any incident (such as an accident or theft) which may or may not give rise to a claim. When You tell Us about an incident We will pass information to the registers.

Your policy details will be added to the Motor Insurance Database (MID) which is run by the Motor Insurers' Bureau (MIB). MID and data stored on it may be used by the Driver and Vehicle Licensing Agency, the Driver and Vehicle Agency Northern Ireland, the Insurance Fraud Bureau and other bodies authorised by law for the purposes of, but not limited to, Electronic Vehicle Licensing,

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Continuous Insurance Enforcement, law enforcement for the purposes of prevention, detection, apprehension and/or prosecution of offenders and by government services and other services aimed at reducing the level and incidence of uninsured driving. If You are involved in a road traffic accident (in the United Kingdom, European Economic Area or certain other territories), other insurers and/or the Motor Insurers' Bureau may search the MID to obtain relevant policy information. Persons pursuing a claim (including his or her appointed representative) in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID. It is vital that the MID holds Your current registration number. If it is incorrectly shown on the MID You are at risk of having Your vehicle seized by the police. You can check that the correct registration number details are shown on the MID at [www.askmid.com](http://www.askmid.com).

You should show this notice to anyone insured to drive Your vehicle.

### **Preventing and detecting fraud and claims history**

If false or inaccurate information is provided and fraud identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. We and other organisations may also access and use this information to prevent fraud and money laundering, for example when:

1. checking details on applications for credit and credit related or other facilities;
2. managing credit and credit related accounts or facilities;
3. recovering debt;
4. checking details on proposals and claims for all types of insurance; and
5. checking details of job applicants and employees.



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

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