

# PRIVATE CAR INSURANCE POLICY



**Haven Insurance Company Ltd.**

**Registered office: Level 3, Ocean Village Business Centre, 23, Ocean Village Promenade, Gibraltar**

**Registered number 85914**

**Website: [www.haven.gi](http://www.haven.gi)**

**Please read this insurance document carefully to ensure it meets your requirements**

**KEEP THIS INSURANCE DOCUMENT IN A SAFE PLACE**

## **What to do in the event of an accident**

**If you are involved in an accident you must always:-**

1. Get into a safe position before you start exchanging details, i.e. away from the risk of other traffic.
2. Never admit liability at the scene of the accident.
3. Exchange names, addresses and phone numbers with everyone involved.
4. Exchange registration numbers & make/model of car.
5. Take pictures of the vehicles, the registration number of the vehicles and any passengers.
6. If safe to do so also try to take pictures of the accident scene.
7. If there are any witnesses get their names, mobile number and their address.
8. If any party is injured, notify the police at the scene of the accident

**Once you have the above information you simply need to phone us on:**

**0845 092 0700**

**OR**

**Text "CLAIM" to 83118**

**We will do the rest! (Store this information on your Mobile Now)**

If you can provide a contact number for the other party involved or any witness we will speak with them directly on your behalf.  
We can even do this for you whilst you are at the scene of the accident!

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## SECTIONS OF THIS CONTRACT WHICH APPLY TO YOU

Type of cover (see schedule)	Sections that apply
Comprehensive	<p>All sections. But:</p> <p>B4 will only apply if You have Window and Windscreen cover. See the Endorsements Section of Your Schedule.</p> <p>C4 will only apply if You have driving other cars cover. See the Endorsements Section of Your Schedule.</p> <p>Section G will only apply if the Permitted User Section of Your Schedule allows Business Use.</p>
Third party fire and theft	<p>A</p> <p>B1</p> <p>B3 applies but only for loss or damage caused by fire, lightning, explosion, theft or attempted theft.</p> <p>B5 applies but only for loss or damage caused by fire, lightning, explosion, theft or attempted theft.</p> <p>C</p> <p>C4 will only apply if You have driving other cars cover. See the Endorsements Section of Your Schedule.</p> <p>D1 applies only to medical expenses of third parties, not the person driving Your Car.</p> <p>E</p> <p>F</p> <p>Section G will only apply if the Permitted User Section of Your Schedule allows Business Use. Sections 1 and 2.</p>
Third party only	<p>A</p> <p>C1, C2 and C3</p> <p>D1 applies only to medical expenses of third parties.</p> <p>E</p> <p>F</p> <p>Section G will only apply if the Permitted User Section of Your Schedule allows Business Use. Sections 1 and 2.</p>

**A1** This insurance contract is a legally binding document between You and Haven Insurance Company Limited. In return for Your premium, Haven agrees to provide the cover shown in the Schedule for the Period of Insurance stated in the Schedule on the terms set out in this contract.

You should read this policy, the Schedule, any endorsements and the certificate of insurance as one contract. The proposal form, any declaration or information provided to Us form the basis of the contract.

**A2 THE LAW APPLICABLE TO THIS POLICY**

Unless We agree otherwise in writing, the law which applies to this policy is the law of England and Wales.

**A3 DEFINITIONS**

**Accessories**

Permanently fitted audio equipment (CD, radio or cassette playing equipment).

**Beyond Economic Repair**

Your Car will be considered to be beyond economic repair if the repair cost of Your Car is more than the lower of (1) the Market Value of Your Car immediately before the loss or (2) its value shown in the Schedule.

**Business Use**

Use of Your Car for work purposes where that work involves driving. Work purposes including travel to and from a place of work or study if that involves driving Your Car for more than a monthly average of 4 hours a day.

See the Permitted User Section of Your Schedule for details of the Business Use permitted by Your policy.

**Certificate of Motor Insurance**

Document providing legal evidence of Your insurance.

**“Cooling-Off” Period**

14 days from the date you receive the Certificate of Motor Insurance.

**Endorsement**

An amendment to Your Insurance identified in the Schedule.

**Excess**

The amount or amounts shown in the Schedule which you have to pay towards any claim, to include any Inexperienced Driver Excess and any Specified Driver Excess and any Windscreen Excess.

**Inexperienced Driver**

A driver up to 24 years old or who has held a licence for less than 12 months.

**Inexperienced Driver Excess**

The amount payable under clause B2.11 if at the time that damage or loss arose other than by fire or theft Your Car was last in the custody or control of an insured Inexperienced Driver, who is not identified as the policyholder in the Schedule.

**Limit(s) of Indemnity**

The maximum sums shown in the Schedule in respect of applicable sections of the Policy.

**Market Value**

The value of Your Car at the date of loss according to the Glass's Guide mid-book value plus the value of Accessories up to a maximum of £350 (irrespective of any Accessories Endorsement).

Vehicle condition, mileage and use will also be taken into consideration when assessing the Market Value of Your Car. If no Glass's Guide value exists, We will use market research, the open market and various other available publications to assist in sourcing a Market Value. This would be done as a matter of course and prior to any need for an independent engineer or assessor valuation. You and We will be bound by that valuation.

**No Claims Discount**

The amount by which Your premium is reduced to reflect the lack of claims under the policy. Please see the Schedule for the amount of Your discount.

**Period of Insurance**

The period of time covered by this insurance as shown in the Schedule.

**Personal Belongings**

Items owned by You excluding:

1. Money (including credit cards, cash cards, debit cards and cheque cards), stamps, tickets, documents or securities
2. Jewellery or furs
3. Tools, Goods or samples connected with Your work
4. Property insured by any other contract
5. Accessories and other in-Car entertainment systems, communication equipment or navigational equipment
6. Any item carried inside a Trailer

**Road Traffic Acts**

Any Acts, laws or regulations which govern the driving or use of any motor Car in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

**Schedule**

The document which gives details of Your cover.

**Specified Driver**

A driver identified in the Schedule as a Specified Driver.

**Specified Driver Excess**

The amount or amounts shown in the Schedule which You or any person insured have to pay towards any claim if loss or damage occurs or liability arises when Your Car is in the custody or control of a Specified Driver.

**Supervised Driver**

A driver identified in the Schedule as a Supervised Driver.

**Terrorism**

An activity involving a violent or life-threatening act by an individual or organisation with the intention of coercing, intimidating or influencing either an individual person, the civilian population or the Government of any country or an act deemed by any law enforcement body to be an act of terrorism.

**Trailer**

A trailer designed for the purpose of being towed by a Car and includes a caravan or broken-down Car (as permitted by law).

**We or Us**

Haven Insurance Company Limited.

**Windscreen Excess**

The amount or amounts shown in the Schedule which You or any person insured has to pay towards any claim under Section B4.

**You or Your**

The policyholder or policyholders named in the Schedule.

**Your Agent**

Your broker or other intermediary through whom You take out this insurance named in the Schedule.

**Your Car**

The Car identified in Your Policy Schedule or any courtesy Car arranged by Us whilst Your Car is being repaired after You have claimed under this policy so long as that Car is normally based in the UK.

## **B1 LOSS OF OR DAMAGE TO YOUR CAR CAUSED BY FIRE OR THEFT**

### **What is covered?**

We will indemnify You in respect of loss of or damage to Your Car which occurs during the Period of Insurance caused by fire, lightning, explosion, theft, attempted theft up to the Limit of Indemnity specified in the Schedule and subject to the applicable Excess(es).

## **B2 LOSS OF OR DAMAGE TO YOUR CAR OTHER THAN BY FIRE AND THEFT (COMPREHENSIVE POLICIES ONLY)**

### **What is covered?**

We will indemnify You in respect of loss of or damage to Your Car which occurs during the Period of Insurance caused by accidental or malicious means up to the Limit of Indemnity specified in the Schedule and subject to the applicable Excess(es).

### **Provisions applicable to B1 and B2**

- 1 If Your Car is damaged, at our option We may:
  - 1.1 Pay for Your Car to be repaired;
  - 1.2 Pay an amount of cash to repair the loss or damage; or
  - 1.3 Replace Your Car
- 2 We will reduce the indemnity to take into account wear, tear and loss of value when We settle claims.
- 3 We will only make a payment under sections B1 and B2 if
  - (1) the Excess has been paid or
  - (2) We reduce the amount of the payment by the amount of the Excess.
- 4 If Your Car cannot be driven as a result of damage insured by this insurance, We will pay the reasonable cost (where necessary) of moving it to the nearest competent repairer and returning it after repair to Your address as set out in the Schedule. We will not pay any costs arising from damage caused when moving Your Car from or to Your address and/or to the repairer.
- 5(a) If We consider Your Car is Beyond Economical Repair as a result of an accident or incident covered by this insurance, subject to Clause 7 below We will pay the registered owner of Your Car its Market Value up to the value shown in the Schedule and subject to the Limit of Indemnity after deducting the Excess. You should be aware that We are entitled to pay the value of Your Car in the Schedule (subject to the Limit of Indemnity after deducting the applicable Excess(es)) in full and final settlement of Your claim for damage to Your Car, even if that value is under-stated.



- 5(b) Our liability in respect of repair costs will not exceed the cost calculated by applying the proportion that those repair costs bear to the Market Value of Your Car to the value of Your Car specified in the Schedule or the Limit of Indemnity less the applicable Excess(es).
- 6 If Your Car is stolen and not recovered, subject to Clause 7 below We will pay the registered owner of Your Car its Market Value at the date it was stolen subject to the Limit of Indemnity shown in the Schedule after deducting the applicable Excess(es).
- 7 If You have bought Your Car under a finance, hire purchase or leasing agreement and a payment is due to be made by Us under this Policy, and We decide to pay cash to either repair the loss or damage, or we pay cash because Your Car is Beyond Economical Repair, or we pay cash because Your Car is stolen and not recovered, then any payment made will be used to discharge any sums owed to the hire purchase company or leasing company or bank, less the applicable Excess(es). If the settlement amount under the agreement is less than the sum payable by Us under the Policy, We will pay the difference to You.
- 8 If We pay the Market Value of Your Car or the Limit of Indemnity in settlement of a claim under sections B1 and/or B2:
- (a) You must return the Certificate of Motor Insurance to Us.
  - (b) You must send Us the Car Registration Document and any current test certificate.
  - (c) Your Car will become Our property.
  - (d) Unless We agree to let this insurance continue on a replacement Car, this insurance will end on the date You accept settlement.

### **Protected No Claims Bonus**

- 9 If, during the period of one policy year, one claim has been settled having been assessed as a fault claim, Your No Claims Discount will not be affected. In the event that any further claims arise within the same policy year, two years No Claims Discount will be lost per each subsequent fault claim.

### **Your Excess**

- 10 If Your Car is lost, stolen or damaged You are responsible for paying the Excess in the Schedule no matter how the loss or damage happened.

### **Inexperienced Driver Excess**

- 11 Unless the loss or damage is caused by fire or theft, You will also be required to pay the Inexperienced Driver Excess specified in the Schedule if at the time of the loss or damage the Car was last in the custody or control of an insured person who is not identified as the named driver in the Schedule and who is an Inexperienced Driver.

## **Specified Driver Excess**

- 12 If Your Car is being driven by a person named against the Specified Driver Endorsement in the Schedule, You will have to pay the amount of the Specified Driver Excess if Your Car is lost or damaged whilst being driven by the Specified Driver.
- 13 If Your Car is being driven by a person named against the Specified Driver Endorsement in the Schedule, You will have to pay the amount of the Specified Driver Excess if Your Car is lost or damaged whilst being driven by the Specified Driver.

## **B3 ACCESSORIES**

- 1 If Accessories (as defined by this insurance) are damaged or stolen from Your Car, subject to the Excess We will pay for their repair or replacement up to a maximum of £250 in total.
- 2 We will reduce the indemnity to take into account wear, tear and loss of value when We settle claims for Accessories.
- 3 We may agree to increase the amount We will pay for Accessories in return for payment of an additional premium. The Accessories Endorsement in the Schedule will provide details of any increased cover.

## **B4 WINDSCREEN AND WINDOW COVER**

If the Schedule includes Windscreen and Window cover, We will pay for damage to Your Car's windscreen or windows, including chip repair, up to the maximum amount specified in the Schedule and subject to the provisions regarding the identity of the repairer. You will be required to pay the Windscreen Excess as specified in the Schedule. The maximum amount specified in the Window and Windscreen Endorsement in the Schedule is the total amount We will pay towards repair and replacement costs in any Period of Insurance.

Any claim relating to Your Car's windscreens or windows will not affect Your No Claims Discount. Please see the Schedule for the amount of Your discount.

## **B5 PERSONAL BELONGINGS**

- 1 If You have comprehensive cover, We will pay for the loss of or damage to Your Personal Belongings caused by accident, fire, theft or attempted theft whilst they are in your Car up to a maximum of £100 for any one incident.
- 2 If You have Third Party Fire and Theft cover, We will pay for loss of or damage to Your Personal Belongings caused by fire, theft or attempted theft whilst they are in Your Car up to a maximum of £100 for any one incident.
- 3 Provided that no indemnity will be provided in respect of the theft of any property which is in an open or convertible Car unless it is kept in a locked luggage compartment.

- 4 We are entitled to reduce the sum payable to take into account wear and tear when We settle claims.
- 5 Any claim for Your Personal Belongings is subject to the Excess.

### **What is not covered**

#### **See also Section 2 General Exclusions**

Section B does not cover:

- 1 In respect of each and every claim, the applicable Excess(es) in the Schedule including, or together with, any Inexperienced Driver Excess and any Specified Driver Excess and any Windscreen Excess.
- 2 Except as provided by Sections B3 loss of or damage to any Accessories or any property other than Your Car. For the avoidance of doubt there is no cover for communication equipment, navigation systems, audio visual equipment, radio equipment.
- 3 Damage or loss to Your Car or spare parts or Accessories or Personal Belongings by theft, attempted theft or unauthorised use when:
  - 3.1 Your Car (including its boot and bonnet) is unlocked; or
  - 3.2 Your Car's windows, sun roof or convertible roof are left open; or
  - 3.3 The keys (or other form of Car entry device) have been left in Your Car; or
  - 3.4 There are no signs of forced or violent entry; or
  - 3.5 You have not taken other reasonable precautions to protect Your Car.
- 4 The costs for replacement locks, keys or electronic systems as a result of damage to or loss or theft of Your Car's keys.
- 5 Damage to Your Car's sunroof, roof panels, lights or reflectors whether glass or plastic.
- 6 Wear and tear, including rust and corrosion.
- 7 Loss or damage caused by driving Your Car through deep water or over rough terrain.
- 8 Repairs or replacements which improve Your Car or Accessories beyond their condition before the loss or damage occurred. If it is necessary to make improvements to Your Car or Accessories by repair or replacement, You will be required to make a contribution to the cost of repair or replacement (betterment).

- 9 Mechanical, electrical electronic computer or software breakdowns, failures, faults or breakages.
- 10 Loss of or damage to a Trailer or goods inside or attached to a Trailer.
- 11 Damage to tyres unless caused by an accident which is covered by this insurance.
- 12 Damage due to liquid freezing in Your Car's cooling system unless You have taken reasonable precautions and followed the maintenance instructions, as provided by Your Car manufacturer's instructions.
- 13 Damage or loss due to the use of the wrong fuel or lubricants.
- 14 Loss of value, whether or not that results from damage covered by this policy.
- 15 The cost of alternative transport (including hire Car costs) or compensation for You being unable to use Your Car or any consequential losses (including loss of profits or hire charges) incurred by You or anyone insured under this policy.
- 16 Loss or damage caused by bad workmanship.
- 17 The extra cost of obtaining replacement parts which are not readily available in the UK. This includes increased repair and replacement part costs due to non-availability and/or waiting time and any additional storage costs.
- 18 Any amount more than the last known list price of any part or Accessory which is no longer available.
- 19 Loss or damage caused by a person who obtained Your Car by fraud or deception.
- 20 Loss of or damage to Your Car if, at the time of the incident, it was in the custody or control of a person with Your permission who is not covered by this policy.
- 21 Loss of or damage to Your Car as a result of it being taken or driven by a person who is not insured to drive it by this policy but is a member of Your family or household, or any other person known to You, unless You can prove they intended permanently to deprive You of Your Car.
- 22 Loss or damage to Your Car when it is being used for any criminal purpose except for minor driving offences.
- 23 Loss or damage to Your Car whilst the driver is under the influence of (a) alcohol, (B) illegal drugs or (c) prescription drugs (if instructed not to drive whilst taking them).
- 24 Anybody who can claim for the same loss under any other insurance policy.
- 25 Death of or injury to the driver or person in charge of Your Car.

- 26 Death of or injury to any passenger travelling in the course of their work (except as required by the Road Traffic Acts.)
- 27 Any claim arising as a result of an act of Terrorism or attempts to avoid terrorism other than as required by the Road Traffic Acts.
- 28 Loss resulting from Your Car being repossessed and returning it to its rightful owner.
- 29 Loss or damage caused by any government, public or local authority confiscating or destroying Your Car.
- 30 Loss or damage to any Car You are driving or using which is not Your Car.
- 31 Loss or damage to Your Car whilst it is hired or let out or carrying passengers for reward unless this relates to car-sharing agreement which accords with Section F of this Policy.
- 32 Damage or loss to Your Car when your Car is carrying or transporting goods for money.
  - 32.1 The Permitted User Section of Your Schedule allows Business Use and the carrying or transport of goods is included in the Permitted Use; and
  - 32.2 The reward is a mileage allowance permitted by Your contract of employment.

### **C. CLAIMS BY THIRD PARTIES**

#### **What is covered**

- C1** We will indemnify persons listed in Section C3 for legal liability caused by or arising out of the use of Your Car or any Trailer attached to, and/or being towed by Your Car:
  - (a) Causing bodily injury or death to a third party (including a passenger); or
  - (b) Damage to a third party's property up to a maximum of £20 million for each claim or series of claims arising from one accident or occurrence which is caused during the Period of Insurance.
- C2** We will pay any emergency treatment fees as required by the Road Traffic Acts.
- C3** We will indemnify the following people in respect of the cover provided in Sections C1 and C2:
  - (a) You, when driving, travelling as a passenger in or getting into, or out of, Your Car.
  - (b) Any person driving Your Car with Your permission who is named in the Schedule and insured by this policy.

- (c) Any passenger travelling in, or getting into or out of, Your Car.
- (d) Any person using (but not driving) Your Car with Your permission for social, domestic or pleasure purposes.
- (e) The legal personal representative(s) of any deceased person identified in Sections C3 (a) to (d).

### **Driving other cars**

**C4** If shown in your schedule as covered, the indemnity provided in Section C1 is extended to cover You whilst driving any other car but only if :-

- (a) The other car is in Great Britain, Northern Ireland, the Republic of Ireland, Isle of Man or Channel Islands.
- (b) You have the owner's express permission to drive the other car.
- (c) You are aged 25 or over and have held a full driving licence for over 3 years.
- (d) You do not own, hire (under a hire purchase agreement) or lease the other car.

### **Conditions Applicable to Section C**

- 1 You must notify Us of any police interview, coroner's inquest, fatal accident enquiry or other court proceedings following an accident covered by Section C. We may decide to arrange or pay for legal representation. We are entitled to appoint solicitors of Our choice. Our contribution towards legal fees will usually be limited to £2,000 but We may contribute more in exceptional circumstances.
- 2 We are not obliged to pay legal costs and expenses incurred without Our prior written consent.
- 3 Where an all sections Excess or an Excess applicable to Section C is shown in the Schedule, in so far as it is permitted under the Road Traffic Acts, in respect of each and every occurrence for which a payment is made by Us under Section C, this Excess is payable to Insurers by You as a contribution to any payment made by Us.

### **What is not covered**

#### **See also Section 1 General Exclusions**

Section C does not cover:

- 1 Any person insured under this policy who does not keep to the terms and conditions of this insurance.
- 2 Liability covered by another insurance policy.

- 3 Loss of or damage to Your Car. But see section B if you have Comprehensive or Third Party Fire and Theft Cover.
- 4 Loss of or damage to the property owned or in the custody or control of the person claiming cover under this section of the policy. But see Section B5 if You have Comprehensive or Third Party Fire and Theft Cover.
- 5 Except as required by the Road Traffic Acts, loss, damage or liability to third parties which arises as a result of a passenger opening any door or aperture of Your Car.
- 6 Any person who is aware the driver of Your Car does not hold a valid licence to drive it for the purpose for which it is being used.
- 7 Liability for death or injury to the person driving or in charge of Your Car or to any person being carried in or on, getting into or off, a Trailer.
- 8 Liability in respect of any person killed or injured when travelling in Your Car in the course of their employment (except as required by Road Traffic Acts).
- 9 Except as required by the Road Traffic Acts, loss, damage or liability to third parties which arises when Your Car is being driven for reward, unless:-
  - 9.1 The Permitted User Section of Your Schedule allows Business Use; or
  - 9.2 The reward is a mileage allowance permitted by Your contract of employment.
  - 9.3 You have a car-sharing agreement which accords with Section F of this Policy.
- 10 Liability for death, injury or damage resulting from Your Car or machinery attached to it being used as a tool of trade.
- 11 In relation to Trailers, liability:-
  - a) For loss or damage caused by a Trailer which is being towed for profit.
  - b) Where more than one Trailer is being towed at any one time.
  - c) Where a Trailer is not properly secured to Your Car by towing equipment manufactured for the purpose.
  - d) Where a Trailer is towed for reward.
  - e) Where a Trailer is not attached to and/or being towed by Your Car when it causes damage.
- 12 Damage to any public or private highway caused by weight or spillage.
- 13 Any consequence of Terrorism or steps taken to avoid Terrorism unless required by the Road Traffic Acts. Our liability under the Acts will be limited to the minimum required by the Acts.

## D MEDICAL EXPENSES

- D1** We will pay medical expenses up to £100 for each occupant of Your Car injured in an accident covered by this policy unless those costs are paid under any other motor insurance policy or any other section of this policy.
- D2** If You hold Comprehensive cover, We will pay the insured driver's medical expenses up to £100.  
If You hold Third Party Fire and Theft or Third Party Only cover, We will not.
- D3** The maximum We will pay towards medical expenses for any one accident covered by this policy is £400.

## E USING YOUR CAR ABROAD

**E1** Provided that Your Car is being used for a purpose identified in the Permitted User Section of the Schedule We will provide You with the minimum level of cover for Your Car required by law in any country which:-

**(a)** Is a member of the European Union. Current members (other than the UK) are:

Austria	Finland	Latvia	Romania
Belgium	France	Lithuania	Slovakia
Bulgaria	Germany	Luxembourg	Slovenia
Cyprus	Greece	Malta	Spain
Czech Republic	Hungary	Netherlands	Sweden
Denmark	Ireland	Poland	
Estonia	Italy	Portugal	

**Or**

**(b)** Has satisfied the European Commission it has made arrangements to meet Article 7(2) of the EC Directive on Insurance of Civil Liabilities arising from the use of Motor Vehicles (No 72/166/EEC). These countries are currently Norway, Switzerland, Andorra, Croatia, Iceland and Liechtenstein.

Provided that Your Car is being used for a purpose identified in the Permitted User Section of the Schedule.

**E2** If the compulsory insurance requirements of the country in which the incident occurs (being a country identified in Section E1 (a) or (b)) requires a higher minimum level of cover than is provided by Section C, We will provide the minimum level of cover required by that country.



- E3** We may agree to provide You with the same level of insurance cover You have in the UK on a weekly basis subject to:
- (a) Prior notice of at least 48 hours is given before using Your Car abroad; and
  - (b) An additional premium is paid.
- E4** If the law of a foreign country covered by this insurance requires Us to pay a claim We would not otherwise be liable to pay, We may recover the amount of the claim from You or the person the claim was made against.

### **Spain: bail bond**

- E5** If You or another person insured to drive Your Car by this insurance are detained by Spanish Authorities following a road traffic accident which may lead to a claim under this insurance, We will (if required) provide a guarantee or pay a deposit of up to £1,000 to secure Your/that person's release.
- E6** If Your Car is impounded as a result of a road traffic accident in Spain which may lead to a claim under this insurance, We will (if required) pay a deposit of up to £1,000 to secure its release.
- E7** You must help Us obtain a release from any guarantee and a refund of any deposit. If all or part of the deposit is lost or taken to pay fines or costs, You must repay the amount of the deposit (or the outstanding part of it) to Us within 21 days.

### **F CAR SHARING**

- F1** You will still be covered by this insurance if You receive payment for giving lifts to passengers so long as:-
- (a) Your Car is not constructed or adapted to carry more than 8 people and is not a motorcycle; and
  - (b) You do not make a profit from the payments received; and
  - (c) The passengers are not being carried in the course of a business of carrying passengers.

### **G BUSINESS USE**

- G1** If the Permitted User Section of Your Schedule allows Business Use, the Sections of this Policy which apply to Your insurance will automatically apply equally when Your Car is being used for the Business Use specified in the Permitted User Section of the Schedule.
- G2** Please see the Table on Page 4 for which Sections of this Policy apply to the type of cover You hold.

## SECTION 1: GENERAL CONDITIONS

These General Conditions apply to all sections of this insurance.

If You do not comply with the General Conditions, We may:-

1. Cancel Your policy
2. Refuse to deal with Your claim
3. Reduce the amount of any payment under the policy

### 1. Your duties

We will only provide insurance if:

- 1.1 Any person insured by this insurance has complied with all the Conditions in this contract and in the Schedule.
- 1.2 You and anybody left in charge of Your Car have taken all reasonable steps to prevent loss of or damage to it.
- 1.3 You maintain Your Car in an efficient and roadworthy condition and comply with all statutory regulations and Car licensing authority regulations regarding its use, roadworthiness and condition (e.g. You must hold a valid MOT certificate and Your Car must have legally correct tyres, lights, brakes etc).
- 1.4 The information given in the proposal form and declaration and at each renewal is, as far as You know, correct and complete.
- 1.5 The information provided when making any claim under the policy is true to the best of Your knowledge.
- 1.6 You notify Us **as soon as possible** of any material changes to the information provided in the Proposal Form and Declaration and at each Renewal. Examples of material changes include:
  - 1.6.1 A change of Car (including extra vehicles).
  - 1.6.2 All changes You make to Your Car if they make it different from the manufacturer's standard specifications (even if the changes are purely cosmetic).
  - 1.6.3 A change of Your address or job.
  - 1.6.4 A change in the purpose for which Your Car is used.

- 1.6.5 A change in the person who drives Your Car most frequently.
  - 1.6.7 Passing Your driving test if a provisional driving licence was held at inception of the insurance.
  - 1.6.8 Changes to the Endorsements required.
  - 1.6.9 Motoring convictions (other than parking).
  - 1.6.10 Details of illnesses which may affect Your ability (or the ability of anybody insured to drive Your Car) to drive. These include diabetes, epilepsy or a heart condition.
- 1.7 You allow Us to examine Your Car at any reasonable time, if requested.
  - 1.8 Unless You have Our written agreement, You (or any person covered by this insurance) must not admit blame, or make any offer, promise or payment to a third party or parties.
- 2. Claims notification and co-operation**
- 2.1 You must report any claim, accident or loss to Us regardless of fault and assist with Our enquiries at all times.
  - 2.2 You must report any theft, attempted theft or malicious damage relating to Your Car or other property to the police and obtain a crime reference number.
  - 2.3 Following any occurrence which may give rise to a claim under this policy You must **immediately** notify Us by telephone using the contact details in the Schedule, to provide preliminary information about the loss or damage.  
This will include:
    - 2.3.1 Your contact details and details of anybody else in Your Car at the time of the incident.
    - 2.3.2 Details of convictions and outstanding penalty points.
    - 2.3.3 Your policy number.
    - 2.3.4 Information about Your Car and details of the incident.
    - 2.3.5 Details of any witnesses.
    - 2.3.6 Details of other parties involved in any accident, any injuries suffered by them and damage to their Car.

- 2.4 If You fail to assist with our enquiries or report a claim within 7 days, We may refuse to pay your claim except as required by The Road Traffic Acts. We may also charge You a late reporting fee as noted in Your policy schedule.
- 2.5 We will not accept responsibility for the cost of repairs or replacements which are not authorised in advance by Us.
- 2.6 Any estimate for repairs should be copied and marked with Your policy and claim numbers and sent to Prospect Legal, Retreat Offices, London Road, Polhill, Sevenoaks, Kent, TN14 7AA. Prospect Legal is a claims handling company employed by Us to manage repairs to vehicles insured by Us. We will share Your personal information with Prospect Legal insofar as is necessary for them to help You and Us resolve Your claim.
- 2.7 You must telephone Us immediately if:
- 2.7.1 You receive any letter or other documents about the incident.
  - 2.7.2 You become aware that anyone insured under this policy may, or will be, prosecuted or if there is going to be an inquest or fatal accident inquiry as a result of an accident covered by this insurance.
  - 2.7.3 You become aware that a civil claim may or will be made against anyone insured by this policy arising out of an accident covered by this insurance.
- 2.8 You must not answer any letters or proceedings without Our written permission.
- 2.9 If We have to pay an additional amount in settlement of a claim under this insurance because of Your delay in providing Us with information or otherwise co-operating with Our reasonable enquiries, We reserve the right to recover the additional amount from You. You will be held responsible under the Policy for delays caused by any other person insured by this policy.
- 3. Conduct of claims/subrogation**
- 3.1 We are entitled to conduct the defence or settlement of any third party claim in Your name or the name of any person claiming under this policy.
- 3.2 We are entitled to instruct solicitors of Our choice to act for You in any civil or criminal claim.
- 3.3 Where We consider it appropriate, We may admit liability on Your behalf or on behalf of anybody else insured by this policy. We have full control of all claims covered by this policy.
- 3.4 We may, at Our expense, bring a claim in Your name or in the name of any person claiming under this policy to recover any amount paid by Us.

- 3.5 If We accept Your claim but cannot agree its value, We will appoint a barrister, whose identity is to be agreed between Us or failing agreement who is nominated by the Chair of the Bar Council, to value Your claim. You and We will be bound by that valuation.
- 3.6 The Market Value of Your Car will not be decided by a barrister but by reference to the Glass's Guide mid-book value. Vehicle condition, mileage and use will also be taken into consideration when assessing the value of Your Car. If no Glass's Guide value exists, We will use market research, the open market and various other available publications to assist in sourcing a Market Value. This would be done as a matter of course and prior to any need for an independent engineer or assessor valuation. You and We will be bound by that valuation.
- 3.7 You must tell Us about any claim You bring for loss or damage which is not insured by this policy within 21 days of the loss or damage. For example, if You have a "no fault" accident and intend to pursue a claim for personal injury.

#### **4. Our Right of Recovery**

- 4.1 For the avoidance of doubt, the cover provided by the Policy meets the requirements of the provisions of the Road Traffic Acts and to the extent more limited cover is provided by any provisions under this policy the minimum cover required under the Road Traffic Acts will apply, but this is subject to Our right of recovery referred to in 4.2 below.
- 4.2 If We make a payment under this policy which would not be payable otherwise than due to the provisions of the Road Traffic Acts We are entitled to recover such payment from You.

#### **5. Fraud**

- 5.1 If You or anybody insured by this policy makes a claim knowing it to be fraudulent, false or exaggerated, this insurance will be void and all claims will be forfeited. This clause also applies to false statements made when taking out the policy or bringing a claim and if You provide false documents in support of a claim.
- 5.2 In the event of fraud, We will not refund Your Premium.

#### **6. Other insurance**

- 6.1 Where a claim under this insurance is also covered by another insurance policy, We will only pay Our share of the claim.

- 6.2 If a person other than You is driving Your Car and is covered by other insurance for claims by third parties, no payment for those claims will be made under this policy.
- 6.3 If You have separate insurance cover for losses which are not insured by this policy, You must tell Us about any payments You receive which are connected with any claim under this policy. You must also tell Us about any claim Your other insurers bring for recovery of sums paid by them.

## 7. **Contracts (Rights of Third Parties) Act 1999**

- 7.1 No person, persons, company or other party not named as insured in the Schedule has any right under the Contracts (Rights of Third Parties) Act 1999 or any subsequent or amended legislation to enforce any terms of this Policy. This does not affect any right or remedy of a third party that exists or is available apart from that Act.

## 8. **Cancelling your policy, if You cancel:**

- 8.1 You may cancel this insurance at any time by telling Us in writing and returning Your Certificate of Motor Insurance to Us. You will not be insured from the date We receive the Certificate. **By law You must return your Certificate of Motor Insurance to Us.**
- 8.2 If You cancel this insurance in the **“Cooling-Off”** Period:
- (a) We will refund You part of the premium to You or Your agent unless a claim has been made under this policy (as to which see General Condition 8.3.5). Please note We are obliged to charge You for the period You were on cover unless You can provide us with proof of alternative cover with another insurer.
- (b) You will not have been insured by Us from the date You took out the policy.
- 8.3 If You cancel this policy after the **“Cooling-Off”** Period, We will calculate a charge for the period that this policy has been in force on the following basis:
- 8.3.1 If the insurance was arranged for less than 12 months, We will keep the whole premium.
- 8.3.2 Otherwise, We will refund the premium according to the number of whole months remaining from the date We are in possession of both Your written request to cancel this insurance and the Certificate of Motor Insurance for Your Car until the end of the Period of Insurance

**8.3.3** The refund will be calculated by reference to this table:

Number of whole months until the end of the Period of Insurance	Percentage of premium refunded
11 months	75%
10 months	65%
9 months	50%
8 months	40%
6 months	25%
4 months	10%
Less than 4 months	Nil

So, for example, if You cancel this insurance on 21 July 2011 and the Period of Insurance ends on 31 January 2012, You will receive a refund of 25% of the premium.

**8.3.4** If You have an Agent, We will refund any premium to Your Agent.

**8.3.5** If at the time You cancel this insurance You or a third party has made a claim under it, We will retain the whole Premium until the claim is settled. The claim will be settled for the purpose of this section when a final payment is made by Us or when We receive notification that a claim by You or a third party will not be pursued further.

**8.3.6** Once the claim is settled, and subject to payment of any Excess, We will refund a percentage of the premium according to the number of whole months remaining before the end of the Period of Insurance at the date of settlement. The refund will be calculated by reference to the table at 8.3.3.

#### **If We decide to cancel**

**8.4** We or Your Agent may cancel this insurance by sending 7 clear days' notice of cancellation, by recorded delivery, to Your last known address (and in the case of Northern Ireland also to the Department of Environment, Northern Ireland). You will not be insured from the 8th day after delivery of the notice.

- 8.5 We will refund the part of Your Premium which applies to the remaining Period of Insurance by reference to the table at 8.3.3.
- 8.6 If You have an Agent, any refund will be sent to Your Agent.

## **SECTION 2: GENERAL EXCLUSIONS**

These exclusions apply to the whole of Your policy:

1. Your insurance does not cover any loss, damage or liability arising when Your Car is being:
  - 1.1 Driven by or in charge of anybody who is not named in the Certificate of Motor Insurance as a person entitled to drive unless:
    - (a) That person is a member of the motor trade who is servicing or repairing Your Car.
    - (b) Your Car was stolen or taken without Your permission.
  - 1.2 Driven by anyone (including You) who You know is disqualified from driving, or does not hold a licence to drive Your Car, or is prevented by law from holding a licence; or
  - 1.3 Used for a purpose that involves criminal activity (other than minor motoring offences).
  - 1.4 Used in or on restricted areas of airports or airfields. We will not pay for any claim concerning an aircraft within the boundary of the airport or airfield.
  - 1.5 Used for purposes other than those in the Permitted User Section of the Schedule.
  - 1.6 Used to carry a load which is more than it was constructed to carry and more than the maximum capacity.
  - 1.7 Used to carry dangerous substances or goods.
2. We will not pay any costs You have accepted under an agreement or contract unless You would have had to pay those costs even if the agreement did not exist.
3. We will not pay for deliberate loss or damage caused by anybody insured by this policy.
4. We will not pay any liability, loss, damage, cost or expense insured by another policy.
5. We will not pay any claim for loss or damage or any claim by a third party if:-



- 5.1 You use Your Car at a motor racing track or at an off-road 4x4 event.
- 5.2 You use Your Car for racing, rallies, speed trial or endurance tests.
- 5.3 You exceed the seating capacity of Your Car.
- 5.4 Your Car is used for Hire Reward or Trade delivery.
- 6 Unless the Permitted User Section of the Schedule provides for Business Use, and except as required by the Road Traffic Acts, We will not pay any loss or damage if You or anybody insured by this policy uses Your Car to travel:
  - 6.1 For work purposes if that work involves driving.
  - 6.2 To and from work or a place of study if that involves driving for more than a monthly average of 4 hours a day.
- 7 Unless You have Business Use cover and except as required by the Road Traffic Acts, We will not pay any claim by a third party if You use Your Car for the purposes outlined at 6.1 and 6.2 above.
- 8 Where a person is identified in the Endorsements section of the Schedule as a Supervised Driver, except as required by the Road Traffic Acts We will not insure that driver or Your Car whilst being driven by that driver unless they are accompanied at all times by at least one of the following:-
  - 8.1 You; or
  - 8.2 A parent of the driver who is also a qualified driver; or
  - 8.3 A qualified driving instructor or examiner.

This Section applies unless and until You receive an amended Schedule. So, for example, where a learner driver passes his or her driving test, they will not be entitled to drive unsupervised until You have an amended Schedule issued by Us.

Please note there may be an additional premium to pay if We agree to remove a Supervised Driver Endorsement and allow a previously Supervised Driver to drive Your Car unsupervised.

Please also note We may charge You an administration fee for making any changes to Your policy.

- 9 We will not pay for loss, damage or injury caused (directly or indirectly) by war, invasion, act of foreign enemy, hostilities (regardless of whether or not war has been declared), civil war, rebellion, revolution, or military or usurped power. Nor will We pay for loss, damage or injury arising from attempts to control or prevent these causes. But We will provide cover required by the Road Traffic Acts and by the minimum insurance requirements of any foreign country which We have agreed to extend this insurance to cover. (Please see Section E).

- 10 We will not pay for any loss or damage (whether direct or indirect) or liability caused by, contributed to or arising from earthquake, riot or civil commotion (except where we need to provide cover to meet the minimum insurance required by the relevant law), ionising radiation or contamination from any radioactive nuclear fuel or from any nuclear waste from burning nuclear fuel, the radioactive, toxic, explosive or other dangerous property of any explosive nuclear assembly or nuclear part of that assembly, pressure waves caused by aircraft and other flying objects.
- 11 Any proceedings or judgment against You in any court outside the United Kingdom, unless they arise out of Your Car being used in a foreign country which we have agreed to extend this insurance to cover.
- 12 Except as strictly required by the Road Traffic Acts, We will not pay for any liability, loss, damage, cost or expense:-
  - 12.1 If We consider that the driver of Your Car was under the influence of drink or drugs or any substance which would be considered an offence under the relevant law applicable to the driving of vehicles at the time of the accident.
  - 12.2 Which relates to Terrorism or efforts to prevent Terrorism.
- 13 Pollution or contamination unless the pollution or contamination arises directly from an incident which is covered under the terms of the policy.

## **IMPORTANT INFORMATION**

### **WHO ARE WE?**

Haven Insurance Company Limited is registered in Gibraltar number 85914. Our registered office is located at Level 3, Ocean Village Business Centre, 23, Ocean Village Promenade, Gibraltar. We are authorised and regulated by the Gibraltar Financial Services Commission under the Insurance Companies Act 1987. In addition to this, we are also regulated by the Financial Services Authority by means of cross border services.

### **FINANCIAL SERVICES COMPENSATION SCHEME**

If We are unable to meet Our liabilities You may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Further information about compensation scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk), by emailing [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk) or by phoning the FSCS on 0207 892 7300.

## SHARING YOUR PERSONAL INFORMATION

Your privacy is important to Us. Except as outlined below, We promise to keep Your personal information private.

We will use Your personal information:-

### 1. To manage Your insurance with Us

This may include sharing Your information with the insurers we place cover with and with Our agents.

### 2. To prevent and detect fraud

We are involved in a number of industry initiatives. When You apply for insurance and when You make a claim, We may:-

- 2.1 Pass information to the Motor Insurance Anti-Fraud and Theft Register, administered by the Association of British Insurers;
- 2.2 Check Your details with credit reference and fraud prevention agencies and databases. We may provide Your information to those agencies for their records. They may share Your information with other insurers;
- 2.3 Share information about You with other insurers, organisations and public bodies, including the police, to prevent fraudulent claims. Insurers keep a register of claims. A list of participants and the name and the address of the operator are available on request.

### 3. To update the Motor Insurance Database (MID)

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 and/or authorised bodies including the Police, the DVLA, the DVANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited but including:

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

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

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

It is vital that the MID holds your correct registration number. If it is incorrectly shown on the MID you are at risk of having your vehicle seized by the Police. You can check that your correct registration number details are shown on the MID at [www.askmid.com](http://www.askmid.com).

## COMPLAINTS

We're committed to providing you with a first class service but we recognise that there may be an occasion when you feel we may not have done this and you wish to make a complaint. We will always try to resolve any complaint speedily and at the earliest possible stage.

In the first instance, please call your broker whose details can be found on page 30. If you are still not satisfied you can contact us using the following contact information.

If it is about customer service regarding your insurance policy - **Call 01704 831818 or email: [info@haven.gi](mailto:info@haven.gi)**

If it is about your insurance claim - **Call 08450 920700 or email: [info@prospect-legal.co.uk](mailto:info@prospect-legal.co.uk)**

We will try to resolve your complaint on receipt but if this is not possible then we will send you a written acknowledgement no later than four working days after we receive your complaint. This will tell you the name of the person handling your complaint and enclose our complaints procedure leaflet.

We will write to you to confirm our resolution of your complaint. If we have not resolved it within four weeks, we will write to you again and tell you when we expect to give you our decision.

In the unlikely event that the problem hasn't been solved to your satisfaction, you may contact our Customer Relations Manager who will review your complaint and send you our final decision in writing. Our Customer Relations Manager acts with the full authority of our Chief Executive. The address of our Customer Relations Manager is:

**The Customer Relations Manager, Haven Insurance Company Limited, Level 3, Ocean Village Business Centre, 23 Ocean Village Promenade, Gibraltar**

If we have not resolved your complaint within eight weeks, or if your complaint is still not resolved to your satisfaction, you have the right to refer your complaint to the Financial Ombudsman Service. The contact details for the Financial Ombudsman Service are:

### **Financial Ombudsman Service**

**South Quay Plaza 2, 183 Marsh Wall, London E14 9SR Telephone: 0845 080 1800 [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)**

The Financial Ombudsman Service will handle most complaints you might have, but there are some instances that fall outside its authority. The Ombudsman's decision is binding upon us, but you are free to reject it without affecting your legal rights.

## **PREMIUM PAYMENTS**

You may pay for Your Policy either annually or by monthly instalments.

If You choose to pay by monthly instalments, You must pay by direct debit.

1. If You do not pay an instalment by its due date, Your insurance will immediately be reduced to the minimum required by The Road Traffic Act.

### **Chasing letter**

2. We or Your Agent will write a chasing letter requiring payment of the outstanding instalment within 7 days of the **due date of the instalment**.
3. If the late instalment is paid within 7 days of the date of the first chasing letter, We or Your Agent will reinstate Your insurance.
4. If the instalment remains unpaid after 7 days of the date of the chasing letter, We We or Your Agent will write a cancellation letter to Your last known address.
5. The cancellation letter will be sent by recorded delivery and will notify You that We will not insure Your Car or anybody using Your Car after 7 clear days following delivery of the cancellation letter. On receipt of the cancellation letter, You must immediately return Your Certificate of Motor Insurance to Us or Your Agent.

### **Unusual circumstances**

6. If Your Car is deemed by Us to be Beyond Economic Repair before You have paid all monthly instalments, the outstanding premium will be deducted from any payment to Your Car's owner under this insurance.
7. With Our agreement, any extra premium arising from changes to this insurance may be spread out over existing monthly instalments. If You pay annually, You must pay the extra premium in full within 28 days of the request to make changes.

## **CHANGES TO YOUR POLICY**

If You change Your policy or ask Us or Your Agent to re-issue documentation:-

1. Any changes will not take effect until You receive a new Schedule confirming Our acceptance of the changes. Your broker will advise You about any change in premium.
2. We or Your Agent may charge You an administration fee of up to £25 for making changes to Your policy.

Agent stamp:

## NOTES



**Haven Insurance Company Ltd.**

**Registered office: Level 3, Ocean Village Business Centre, 23, Ocean Village Promenade, Gibraltar**  
**Registered number 85914**  
**Website: [www.haven.gi](http://www.haven.gi)**