

FLEET MOTOR INSURANCE POLICY

Please Read and Store in a Safe Place



If You have had an accident

If you have had an accident you must call 0333 7008026 as soon as possible and within 24 hours. We recommend that you store this number on the mobile phones of any drivers of the vehicles

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Important Information

This is an important document that you should read and store carefully. It sets out what is and is not covered under the policy you have purchased and explains key contractual obligations that apply to you and to us under the policy.

Please read the section "What to do if You have an Accident" and ensure that all drivers are aware of what they need to in the event of an incident. This is essential information that in the event of a claim will enable us to resolve the claim as quickly as possible and with the least impact to your claims record.

We also describe the steps that need to be taken at renewal, should you or we cancel the insurance, and your obligation to notify us of changes during the lifetime of the policy.

The following are examples of the changes that you should tell us about immediately through your insurance broker as they are likely to affect your insurance cover.

- Addition or change of vehicles where you want that vehicle to be Insured by us
- Any driver that falls outside of the driver warranty as detailed in the endorsement section of this policy
- Where a new driver is required to be included under this policy you must disclose all motoring or other offences to your Insurance Broker.
- A change of business address.
- A change to the location of where vehicles may be stored or left overnight
- A change in the use of the vehicle.

The list above is not exhaustive. If you are in any doubt as to whether a change is something you need to tell us about, you should ask your Insurance Broker.

If you do not tell us about changes or do not comply with the terms set out in the policy it may affect your cover and in the event of a claim we may not pay all or some of the claimed amount as a result.

Us and the other Contractual Parties to the Policy

Walsingham Motor Insurance Limited is an appointed representative of Ambant Underwriting Services Limited which is authorised and regulated by the Financial Conduct Authority ("FCA").

We have underwritten your Policy as agent of the insurer.

Our FCA Firm Reference number is 586279. You may check the FCA register by visiting the FCA Website <https://register.fca.org.uk> or by contacting the FCA on Freephone number 0800 111 6768.

We are also covered by the Financial Services Compensation Scheme ("FSCS") and you may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of insurance, size of business (if a commercial customer) and the circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS at 10th floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU, telephone 0800 678 1000.

Your policy is Insured by The New India Assurance Company Limited (the insurer) who are responsible for paying claims under this policy.

They are Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, under Firm Reference Number 202858.

We will always aim to provide you with a high level of service but recognise that things can sometimes go wrong. If you are not satisfied with any aspect of the service provided by us, please contact us using the information below. We will need to know what the problem is and what you would like us to do to resolve it. Please quote your policy number when you contact us.

To make a complaint, please contact us in writing or e-mail at.

The Chief Executive

Walsingham Motor Insurance Limited

2nd Floor, 6 Bevis Marks, London, EC3A 7BA

E-mail: complaints@walsinghamunderwriting.com

We will seek to resolve matters as quickly and fairly as possible. In any case, we will:

- Acknowledge your complaint within two business days requesting any additional information needed;
- Normally seek to have investigated and responded to you within 4 weeks setting out our final response;
- If due to complexity or reasons beyond our control we will not be able to provide a final response in that timeframe we will advise you setting out the reason but in any case, we would expect to have provided a final response within 8 weeks.

If you are not satisfied, you may be eligible to refer the matter to the Financial Ombudsman Service ("FOS") at Exchange Tower, London, E14 9SR or telephone on 0800 023 4567.

Your Policy and the Information Disclosed by You

In return for payment of the premium shown in the schedule at the end of this policy document, we agree to insure you, subject to the terms and conditions contained in or endorsed on this insurance, against loss or damage you sustain or legal liability you incur for accidents happening during the period of insurance. We particularly draw your attention to the section titled "Conditions Precedent to Liability" set out below on page 18. These are conditions that you must meet to be able to make a claim under this policy.

In deciding to underwrite this policy and in setting the terms and premium, we have relied on the information you have given us. You must take care when answering any question you are asked by ensuring that all information provided is accurate and complete.

If we establish that you deliberately or recklessly provided us with false or misleading information we may treat this policy as if it never existed and decline all claims to the extent permitted by law or where costs have arisen, we may seek recovery from you.

If we establish that you carelessly provided us with false or misleading information, it could adversely affect your policy and any claim. For example, we may:

- Treat this policy as if it had never existed and refuse to pay all claims and return the premium paid. We will only do this if we provided you with insurance cover which we would not otherwise have offered;
- Amend the terms of your insurance, we may apply these amended terms as if they were already in place if a claim has been adversely impacted by your carelessness;
- Reduce the amount we pay on a claim in the proportion the premium you have paid bears to the premium we would have charged you; or
- Cancel your policy in accordance with the Right to cancel condition below.

We or your insurance broker will write to you if we;

- Intend to treat your policy as if it never existed or need to amend the terms of your policy.

If you become aware that information you have provided is inaccurate, you must inform your broker as soon as practicable.

This document, the schedule and any endorsement(s) attached form your policy. This document sets out the conditions of the insurance between you and us. Please read the whole document carefully and keep it in a safe place.

It is essential that:

- you check that the sections you have requested are included in the schedule;
- you check that the information you have given us is accurate;
- you notify your broker as soon as practicable of any inaccuracies in the information you have given us;
- you comply with your duties under each section and under the policy as a whole.

If you, a person named on this Insurance, a driver driving with your order or permission or anyone acting on your behalf knowingly commits a fraudulent act, submits a fraudulent document, makes a fraudulent statement or exaggerate any claim made under the policy, we will not pay the claim and cover under this Insurance or indeed any other Insurances that you have with us, or connected to will be cancelled. You will not be entitled to any refund of premium under any policy.

Defined Terms

The following terms are used throughout this document and have the meanings explained below.

Accessories; means audio equipment, safety equipment and manufacturers' tool kits which are part of the insured vehicle's original equipment and permanently fitted in accordance with the vehicle manufacturer's specification. Mobile telephones are not included within this definition.

Audio Navigation and Communication Equipment; means any permanently fitted taxi meter, CCTV or camera, audio and/or visual reproduction equipment including satellite navigational aids, traffic alert systems which forms part of the insured vehicle's original specification and is permanently fitted in accordance with the vehicle manufacturer's specification. The term audio navigation and communication equipment does not include portable equipment such as mobile telephones, music players, personal computers, gaming consoles, televisions or any similar equipment.

Certificate of Motor Insurance; is the evidence in writing of the existence of motor insurance as required by law which is provided to the insured in connection with this policy and which forms part of this policy.

Commercial Vehicle; means any;

a) motor vehicle (including its trailer whilst attached) designed to be used for the carriage of goods;

minibus with more than eight (but not more than sixteen) passenger seats.

Cooling Off Period; means the period not exceeding 14 days after the effective date and time of the commencement of this insurance. This Period also applies to the renewal of this insurance.

Endorsement; details a change in or an addition to the terms of this policy, which may override or supplement terms, conditions, extensions or limitations of the policy and which is endorsed on to this policy.

Excess; is the amount of any claim for which the insured retains liability and which is not covered by this policy.

Insured; means the person, company or trading name shown as the policyholder or insured in any certificate of motor insurance or schedule applying to this policy.

Insured Vehicle; means any motor vehicle and any attached trailer, if applicable, as described in any certificate of motor insurance bearing the number of this policy.

Insurer; means The New India Assurance Company Limited &/or Walsingham Motor Insurance Limited acting as their agent.

Item of Plant/Special Types; means any self-powered vehicle constructed to operate primarily as a tool of trade and not designed primarily for the carriage of goods or passengers.

Market Value; means the replacement value of the insured vehicle at the time of loss or damage compared with one of the same make, model and condition. This value will be assessed by an automotive engineer in conjunction with published trade guides at the time of loss. The insurer may also consider private market research in arriving at the market value of the insured vehicle.

Micro Enterprise Business; means a business that employs fewer than 10 persons and has a turnover or annual balance sheet that does not exceed €2 million.

Period of Insurance; means the period stated in the schedule and certificate of motor insurance.

Policy; means this document together with any certificate of motor insurance, the schedule any endorsements and the statement of facts and policyholder declaration, which details the insurance provided to the insured and any limitations or restrictions.

Policyholder; means the person, company or trading name shown as the policyholder or insured in any certificate of motor insurance or schedule applying to this policy.

Premium; means the amount stated in the schedule.

Road Traffic Acts; means any current Act, Law or Regulation which governs the driving, use or ownership of any motor vehicle in Great Britain, Northern Ireland, the Isle of Man, the island of Guernsey, the island of Jersey and the island of Alderney.

Schedule; means the document titled schedule which contains details of the insured, the Premium paid or to be paid by the insured and the cover applicable. It will also show any variations in the terms of this Insurance agree by us and it may be replaced by an amended schedule when there is a material change to the policy.

Statement of Facts and Policyholder Declaration; means the document provided to us, signed by the policyholder that explains facts about the MIB and confirmations regarding the policyholder or approved drivers licence held by the policyholder or approved drivers, their history and any convictions.

Territorial Limits; means;

- that the full cover of this insurance extends to include Great Britain, Northern Ireland, the Isle of Man, the island of Guernsey, the island of Jersey and the island of Alderney;

in addition, we will provide the minimum insurance required by the relevant law to allow you to use your vehicle in;

- any other member country of the European Union;
- any other country in respect of which the Commission of the European Union is satisfied that arrangements have been made to meet the requirements of any E.U. Directive on insurance of civil liabilities arising from the use of motor vehicles, but only so far as is necessary to comply with the compulsory motor vehicle legislation of such countries.

Terrorism; means an act, including but not limited to the use of force or violence and or the threat thereof, of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes, including the intention to influence any government and or to put the public, or any section of the public in fear.

Trailer; means any mobile implement which is specifically designed to be towed by a motor vehicle. Subject to prior agreement with the insurer semi-trailers forming part of articulated vehicles or drawbar trailers are not deemed to be trailers and form part of an insured vehicle.

We, Our or Us; means the insurer and or Walsingham Motor Insurance Limited acting as agent of the insurer.

You or Your; means the person, company or trading name shown as the policyholder or insured on the schedule and certificate of motor insurance.

Policy Cover

The Sections of this policy that are operative for each type of cover as stated in the schedule are detailed below;

Comprehensive -----	Sections 1 to 7 inclusive
Third Party Fire and Theft -----	Section 1 clause 1.1(b) – in respect of loss or damage as a result of fire, lightning, explosion, theft or attempted theft. Sections 2, 5, 6 & 7 Section 1 clause 1.2.3 is deemed inoperative
Third Party Only -----	Sections 2, 5, 6 & 7

What to do in the Event of an Accident

In the event of an accident it is essential that you and all drivers follow the steps below.

- Do ensure all parties are in a safe position before exchanging details.
- Do not apologise or admit fault.
- Do exchange: - names, addresses, Telephone Numbers and details of Insurance Companies (including their policy number if possible) with all people involved in the accident. It is imperative that the Telephone Number of any third party is secured to assist the claims process.
- Please telephone us from the scene if safe to do so on **0333 7008026, Our lines are manned 24 hours a day**. We will be able to assist you and any other party that may be involved.
- Take photographs or videos where possible of damage to all vehicles and of the scene of the accident, once again if safe to do so. You can email these images to our claims team at **WMILClaims@gbtpa.com**.
- Do note the registration number, make and model of any other vehicle(s) involved.
- Do make a note of the number of passengers in the other vehicle(s).
- Do make a note of any obvious injuries or if any person indicates an injury.
- Do take the name, address and contact Telephone Number of any witnesses. It is imperative that we have the Telephone number and name of all witnesses to support the smooth handling of the claim.
- Do make a note of any other signals (e.g. flashing of headlights, indicators, etc) made by the other vehicle(s).
- Do note: - time, date, location and traffic, weather and road conditions.
- Do photograph or video any damage or the position of the vehicles.

You must contact the Police if;

- Anyone is injured;
- A dog or farm animal is injured;
- A Third Party fails to stop;
- Street furniture or Third Party property is damaged;
- You know/think an offence has been committed;
- Your vehicle has been stolen or broken into;
- Always obtain the name and number of any police officer who attends the scene and make a note of the Crime Reference Number.

If you are unable to do so from the scene, you must report the accident **within 24 hours by calling 0333 7008026**. Please make sure you have your Policy Number, vehicle registration and driver details including driving licence to hand.

Our expert claims staff will help you get back on the road as quickly as possible.

Please also telephone **0333 7008026** if you require your Windscreen (or glass) to be repaired or replaced if covered by this policy.

More information regarding what you should do can be found under Claims Procedures on page 20.

Section 1 – Loss of or Damage to The Insured Vehicle

1.1.1 Section 1 Cover

If the insured vehicle and/or its accessories are;

- a) damaged; or
 - b) damaged as a result of fire, lightning, explosion, theft or attempted theft;
- the insurer will at their discretion repair or replace the insured vehicle or make a cash settlement not exceeding the market value of the insured vehicle and its accessories at the time of the loss or damage or the purchase price of the insured vehicle and its accessories whichever is the less.

Section 1 – Extensions

1.2.1 Replacement Vehicle (Private Car Policies Only)

If within twelve (12) months of first registration as new any Private Car (excluding a private car used for the carriage of passengers or goods for hire and reward) which is purchased new or on hire purchase in Great Britain, Northern Ireland, the Isle of Man, the island of Guernsey, the island of Jersey or the island of Alderney and not on contract hire, temporary hire or on lease is stolen and not recovered or sustains loss or damage (arising from a single incident) in respect of which the cost of repair, reinstatement or replacement exceeds 60% of the value of the insured vehicle (based on the manufacturer's list price when new) the insurer will at its discretion;

- (a) pay to the insured the sum equivalent to the cost of a new Private Car of the same make or model (in the event of such model being discontinued at the time of the accident or loss the insurer will pay the insured a sum based on the manufacturer's list price when new or at the time of the discontinuance); or
- (b) subject to availability replace the Private Car with a new vehicle of the same make and model,

in such an event, the insurer will take possession of and be entitled to ownership of the damaged or recovered vehicle.

1.2.2 Lost or Stolen Keys

In the event of the insured vehicle's ignition key (or lock transmitter) being lost or stolen the insurer will indemnify the insured in respect of the cost of replacing the;

- (a) door locks and/or boot lock;
- (b) ignition/steering lock;
- (c) lock transmitter and central locking interface.

The insurer will also pay for the cost of re-coding or if necessary replacing alarms and security devices used in connection with the insured vehicle.

The maximum payable under this extension shall be limited to GBP 500.00 per claim arising from one event. The excess under this policy will not apply to this claim.

1.2.3 **Windscreen and Breakage of Glass**

In the event of a window or a windscreen being broken from any cause and shattered glass or resultant scratching of bodywork is the only damage sustained by the insured vehicle, the insurer will indemnify the insured for the repair or replacement of such window, windscreen or glass. To make a claim via our approved supplier please telephone our claims line on **0333 7008026**.

Providing your windscreen is replaced by our approved supplier you must pay the first £75 of any claim. If your windscreen is repaired by our approved supplier, you must only pay the first £10 of any claim. If your windscreen is repaired or replaced by any other company, you must pay the first £125 of any claim.

The indemnity provided by this extension is not applicable in respect of any Commercial Vehicle with a gross vehicle weight exceeding 3.5 tons.

1.2.4 **Payment to Owner of the Insured Vehicle**

If to the knowledge of the insurer the insured vehicle is the subject of a financial agreement or owned by a person other than the insured, any payment in connection with a total loss or payment in lieu of repairs shall be made to the owner, receipt of which shall fully and finally discharge the insurer of all liability in respect of such loss or repairs.

1.2.5 **Trailers**

At the request of the insured and subject to the insurer's prior agreement the insurer will indemnify the insured in the terms of this Section in respect of;

- (a) any semi-trailer forming part of an articulated insured vehicle; or
- (b) any draw-bar trailer whilst attached to the insured vehicle.

The insurer shall not be liable;

- (i) whilst the insured vehicle is towing a greater number of trailers than is permitted by law;
or
- (ii) in respect of loss or damage to any property being conveyed thereon.

1.2.6 **Customs Duty**

The insurer will indemnify the insured in respect of liability for the enforced payment of customs duty which may be payable as a result of an incident which is covered by this Section.

1.2.7 **Transit Costs**

The insurer will indemnify the insured in respect of;

- (a) accidents occurring during the course of transit by a recognised sea or rail route between any country referred to in the territorial limits (including the process of loading or unloading);
- (b) general average contribution and sue and labour charges incurred due to the transportation of the insured vehicle by sea. The contribution relates to the current market value or the purchase price of the insured vehicle whichever is the least.

1.2.8 **Unobtainable Parts and Accessories**

If the insurer cannot obtain a replacement part or accessory the maximum payable will be the manufacturer's last published list price of such part or accessory.

1.2.9 **Repairs to the Insured Vehicle**

The insured may authorise the repair of the insured vehicle provided that the insurer is aware of the extent of the damage and is notified immediately. The insured may, upon their own authority, arrange for the removal of the insured vehicle to the nearest competent repairer. The insurer will pay the reasonable costs of;

- (a) safeguarding and removing the insured vehicle to the nearest competent repairer; and
- (b) returning it, if repairable, to the insured's address in Great Britain, Northern Ireland, the Isle of Man, the island of Guernsey, the island of Jersey or the island of Alderney;

Before the insurer authorises the repairs the insured must;

- (i) notify the insurer and provide details of the damage and the circumstances in which it arose;
- (ii) send two detailed estimates for repair to the insurer.

The claims report line is available on **0333 700 8026**.

These benefits are described in the documents issued with this policy and at each renewal. If the policy cover as stated in the schedule is Comprehensive, by using the 24-Hour Accident Helpline the insured will not need to obtain repair estimates and the insurer will be able to expedite authorisation of the necessary repairs.

Section 1 – Exclusions

The insurer shall not be liable;

- 1.2.10 for the excess shown below for loss of or damage to the insured vehicle whilst being driven by or for the purpose of being driven is in the minimum charge of any person who;
- | | | |
|-----|--|---------|
| (a) | is under 21 years of age | GBP 250 |
| (b) | Is under 25 years of age | GBP 150 |
| (c) | holds a provisional licence or has held a full UK/EU licence for less than 12 months | GBP 100 |
- This excess applies in addition to any excess detailed in the schedule of this policy and is subject to drivers being approved and agreed by the insurer.
- 1.2.11 in respect of loss of use and/or depreciation;
- 1.2.12 for wear and tear, deterioration, mechanical, electrical, electronic or computer breakdowns or failures;
- 1.2.13 for damage to tyres by application of brakes or by punctures, cuts or bursts;
- 1.2.14 for any reduction of the market value of the insured vehicle as a result of repairs;
- 1.2.15 for any loss or destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds;
- 1.2.16 for any fixtures and fittings of a motorised caravan unless such fixtures and fittings were supplied by the manufacturers when new;
- 1.2.17 in respect of loss of the insured vehicle by deception by a purported purchaser or their agent or loss of proceeds of sale;
- 1.2.18 in respect of any loss or damage arising from theft or attempted theft unless the ignition key has been removed from the insured vehicle and all doors, windows and other openings have been closed and locked.

Section 2 – Liability to Third Parties

2.1.1 Section 2 Cover

2.1.2 Indemnity to the Insured

The insurer will indemnify the insured against liability at law for damages and claimants' costs and expenses in respect of death of or bodily injury to any person and damage to property caused by or through or in connection with the insured vehicle including the loading or unloading of any Commercial Vehicle covered by this policy.

2.1.3 Indemnity to Other Persons

Where the certificate of motor insurance permits, the insurer will also indemnify under the terms of this Section the following persons;

- (a) any person driving or using the insured vehicle with the permission of or on the order of the insured;
- (b) any person driving or using a Private Car not belonging to the insured or the said person or hired to the insured or the said person under a hire purchase or leasing agreement;
- (c) any passenger mounting or alighting from the insured vehicle who is not driving or in charge for the purpose of driving;
- (d) in the event of the death of any person entitled to indemnity under this Section, their personal representatives in the terms of this policy and subject to the exclusions, conditions and limitations which applied to such person.

Any persons indemnified shall as though they were the insured observe, fulfill and be subject to the terms, exclusions, conditions and limitations of this policy insofar as they can apply and shall in no respect be in a better position than the insured.

2.1.4 Legal Defence

In dealing with or defending any claim under this Section the insurer may at their option arrange and pay for;

- (a) Solicitors' fees for representation at any Coroner's Inquest or Inquiry or defence of proceedings at any Court of Summary Jurisdiction;
- (b) legal services to defend any person in the event of proceedings being undertaken for manslaughter, or causing death by reckless or dangerous driving;
- (c) legal services to defend the insured in the event of proceedings being undertaken against it under the Corporate Manslaughter and Corporate Homicide Act 2007;
- (d) any other legal costs and expenses agreed by the insurer in writing.

The insurer will only pay legal costs if they relate to an incident which is covered by this Section.

2.1.5 **Joint Insured**

If the title of the insured comprises more than one party, the insurer will indemnify each party as though they were the holders of a separate insurance. However, nothing in this clause shall operate so as to increase the overall limit of indemnity provided under this policy.

2.1.6 **Principal's Clause**

Notwithstanding the exclusion of contractual liability as defined in the policy Exclusions of this insurance but subject otherwise to the terms, limitations, exceptions and conditions of this policy the insurer will indemnify the insured in the terms of this Section in respect of liability assumed by the insured under an agreement with any person (hereinafter called "the Principal") for the execution of work or the provision of services or in connection with access to any premises or road in the ownership or occupation of the Principal.

PROVIDED ALWAYS that the insured shall have arranged with the Principal for the conduct or control of all claims for which the insurer may be liable by virtue of this Section to be vested in the insurer.

The insurer shall not be liable in respect of;

- (a) liability which attaches to the Principal by virtue of an agreement which would not have attached in the absence of such agreement;
- (b) bodily injury to the Principal for any amount for which the insured would not be liable in the absence of an agreement;
- (c) damage to property belonging to or held in trust by or in the custody or control of the Principal for any sum in excess of the amount required to indemnify the Principal;
- (d) liability which arises other than by reason of the negligence of the insured or an employee of the insured.

2.1.7 **Unauthorised Movement**

The insurer will indemnify the insured in the terms of this Section in respect of liability arising out of an accident caused by or in connection during the moving (without the authority of the owner) of any motor vehicle parked in such a position as to obstruct the legitimate passage or the loading or unloading of the insured vehicle.

The insurer shall not be liable in respect of loss of or damage to any vehicle being moved where such loss or damage is sustained during the process of moving the said vehicle as defined above.

2.1.8 **Damage to Third Party Property**

The insurer will indemnify the insured for any amount up to but not exceeding;

- (a) GBP 20,000,000.00 in respect of any Private Car;
- (b) GBP 5,000,000.00 in respect of any Commercial Vehicle or any Item of Plant/Special Type;

for damage to property in respect of any one claim or number of claims arising out of one cause in connection with the insured vehicle.

2.1.9 **Contingent Liability**

The insurer will indemnify the insured under the terms of this Section when liability at law arises out of an accident caused by or in connection with any motor vehicle not the property of, or provided by, the insured whilst it is being used on the insured's behalf. The insurer's maximum liability under this clause shall be limited to GBP 5,000,000.00.

PROVIDED ALWAYS that the insured shall take all reasonable steps to ensure that there is in force in respect of such vehicle an insurance policy valid for such use.

2.1.10 **Towing**

The insurer will indemnify the insured in the terms of this Section in respect of liability arising in connection with any trailer, trailer-caravan or any disabled mechanically-propelled vehicle whilst attached to the insured Vehicle.

The insurer shall not be liable whilst the insured vehicle is towing a greater number of trailers than is permitted by law.

2.1.11 **Emergency Treatment**

The insurer will indemnify any person driving or using the insured vehicle for liability under the Road Traffic Acts for emergency treatment fees arising out of an accident in connection with the insured vehicle.

Section 2 – Exclusions

Section 2 Exclusions

The insurer shall not be liable;

- a) in respect of the death of or bodily injury to any person arising out of and in the course of such person's employment by the insured or by any other person claiming to be indemnified under this Section other than to meet the requirements of the Road Traffic Acts;
- b) for damage or injury to any property or animals belonging to or held in trust by or in the custody or control of the insured or any person claiming to be indemnified under this Section;
- c) to indemnify any person referred to in clauses 2.1.2 and 2.1.3 in respect of any claim for which they are entitled to indemnity under any other insurance;
- d) for any accident, injury, loss, and/or damage arising from the use of any item of plant/special type or plant forming part of the insured vehicle whilst an item of plant/special type is being used as a tool of trade other than to meet the requirements of the Road Traffic Acts;
- e) for loss or damage by pollution or contamination however caused other than to meet the requirements of the Road Traffic Acts. For the purposes of this exclusion, pollution or contamination shall be deemed to mean all;
 - (i) pollution or contamination of buildings or other structures or of water or land or the atmosphere; and
 - (ii) death, bodily injury, illness, loss or damage directly or indirectly caused by such pollution or contamination;
- f) for any accident, injury, loss, damage or any liability of whatsoever nature other than to meet the requirements of the Road Traffic Acts directly or indirectly caused by or contributed to, by or arising from the insured vehicle whilst in/on that part of any aerodrome, airfield, airstrip, airport or military installation provided for;
 - (i) the take-off or landing of aircraft and aerial devices or for the movement of aircraft and aerial devices on the ground;
 - (ii) aircraft parking including any associated service roads, refueling areas, ground equipment parking areas, aprons, maintenance areas and hangars;
- g) other than to meet the requirements of the Road Traffic Acts, in respect of death, injury or damage caused or arising;
 - (i) beyond any carriageway or thoroughfare in connection with the loading or unloading of the insured vehicle;
 - (ii) in connection with the loading or unloading of the insured vehicle by any person other than the driver or the attendant of the insured vehicle;
- h) for any claim arising during or in consequence of an act of terrorism other than to meet the requirements of the Road Traffic Acts.

Section 3 – Personal Effects

At the request of the insured the insurer will indemnify any person for damage or loss of personal effects whilst in the insured vehicle resulting from fire or theft or attempted theft or accidental means not exceeding GBP 250.00 in respect of any one occurrence provided such damage or loss is not recoverable from any other insurance whether effected by the insured or not.

The insurer shall not be liable in respect of;

- (b) damage to or loss of goods, equipment or samples carried in connection with any trade or business;
- (c) damage to or loss of money, stamps, documents and securities;
- (d) damage to or loss of mobile telephones, portable computers and audio-visual equipment (including compact discs, DVDs, mini discs and cassettes);
- (e) loss by theft of any property carried in an open or convertible car unless stolen from a locked boot;

Section 4 – Medical Expenses

The insurer will refund expenses for medical treatment to any occupant of the insured vehicle as the result of personal injuries by violent, accidental, external and visible means sustained in direct connection with the insured vehicle not exceeding GBP 1,000.00 each injured person.

Section 5 – Unauthorised Use

The insurer will indemnify the insured whilst the insured vehicle is being driven by any person without the knowledge or consent of the insured for any purpose not permitted under this policy.

PROVIDED ALWAYS that the insured shall take all reasonable precautions to ensure that all persons who may drive the insured vehicle are made aware of the limitations as to use as defined in this policy.

Section 6 – Indemnity to Owner

Where the insured vehicle is the subject of a contract hire/lease agreement;

- (a) the owners of the insured vehicle are deemed to be interested under this policy jointly with the insured and;
- (b) the owners of the insured vehicle shall as though they were the insured be subject to the terms, conditions and limitations of this policy which shall in their case be conditions precedent to any liability of the insurer under this policy and;
- (c) the insurer shall not be liable under this policy on behalf of such owners for any accident and/or losses for which the insurer would not be liable to the insured under the terms and conditions of this policy.

Section 7 – Unlicensed Drivers

The insurer will indemnify the insured whilst the insured vehicle is being driven by an unlicensed driver within the confines of the insured's own premises and in circumstances where the Road Traffic Act does not apply.

PROVIDED ALWAYS the person driving is of an age to hold a licence to drive such a vehicle.

Policy Exclusions

This policy does not cover;

Fraudulent Claim

any claim if such claim is in any respect fraudulent, if any fraudulent means or devices are used by the insured or any person claiming to be indemnified by this policy or any person acting on the insured's behalf all benefits under this policy will be forfeited;

Criminal Acts

any claim or legal responsibility for loss or damage (direct or indirect) caused whilst your vehicle is used by anyone insured under this policy;

- a) in the course or furtherance of a crime; or
- b) as a means of escape from, or avoidance of lawful apprehension;

Deliberate Acts

any claim or legal responsibility for the death of or injury to any person or loss or damage (direct or indirect) caused by a deliberate act or deliberate omission to act by anyone insured under this insurance;

Contractual Liability

any liability accepted by agreement which would not have attached in the absence of such agreement;

Radioactive Contamination

loss or destruction of or any damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from;

- (a) ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- (b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;

Riot and Civil Commotion

any claim arising during or in consequence of riot and/or civil commotion occurring anywhere other than in Great Britain, the Isle of Man, the island of Guernsey, the island of Jersey or the island of Alderney. This exclusion will not apply if the insured can prove that the claim was not caused by such events;

War

any claim occasioned by or arising from war, invasion, hostilities (whether war be declared or not), acts of foreign enemy, civil war, revolution, rebellion, insurrection, military or usurped power or confiscation or requisition or destruction of or damage to property by order of any Government or Public Authority, except so far as is necessary to meet the requirements of the Road Traffic Acts.

Policy Conditions

Contracts (Rights of Third Parties) Act 1999

This policy is a contract solely with the insured and is not assignable in any case whatsoever. A person who is not party to this policy has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

Conditions Precedent to Liability

It shall be a condition precedent to any liability of the insurer under this policy that;

- a) the insured shall observe and fulfill the terms, exclusions, conditions and endorsements of this policy insofar as they relate to anything to be done or complied with by the insured;
- b) the details provided by the insured and presented in the Proposal to the insurer are to the best of the insured's knowledge and belief to be true and that no material information has been withheld by the insured;
- c) the insured shall immediately advise the insurer of any change in the material information during the period of this Insurance;
- d) all insured vehicles will be kept in a roadworthy condition;
- e) no insured vehicles will be driven by any person who has been refused any motor vehicle insurance or its continuance thereof;
- f) no insured vehicles will be used for purposes other than those permitted in the certificate of motor insurance.

Cancellation

Should you wish to cancel this policy you must notify us or your insurance advisor immediately. Formal cancellation instructions must be made to us (or your insurance advisor) in writing.

If your business is a micro-enterprise...

- a) Cancellation within the cooling off period;

you may cancel this policy within 14 days of the effective time and date of commencement of this insurance, or within 14 days from the day on which you receive the insurance documents, whichever is the later. Where cover has not yet started we will provide a full refund of the premium paid;

if cover has started and subject to no claims having occurred, we will refund the premium for the exact number of days left on the policy. We will also do this if you want to cancel your policy within 14 days after renewal of this policy. In the event of a claim occurring during the period of insurance we will retain the full annual premium.

- b) Cancellation outside the cooling off period;

you may cancel this policy anytime during the period of insurance and we will refund the premium for the exact number of days left on the policy. In the event of a claim occurring during the period of insurance we will retain the full annual premium.

If Your business is not a micro-enterprise...

you may cancel this policy where cover has not started and we will provide a full refund of the premium paid. If cover has started, you may cancel this policy anytime during the period of insurance and in the event of a claim occurring during the period of insurance, we will retain the full annual premium. Where no claim has occurred, we will refund that part of the premium as set out in our short period rates below;

Period on cover not exceeding	Percentage of refund applicable
1 Month	75%
2 Months	65%
3 Months	50%
4 Months	40%
5 Months	35%
6 Months	30%
7 Months	20%
8 Months	10%
Over 8 Months	0%

Return of premium

Depending upon how you have paid your premium if there is any outstanding premium to be paid to us by you at the time of cancellation, we will offset this against the refund for the cancellation. If this results in a return premium we will repay this to you however, if this results in you owing us further premium we, or your insurance advisor will write to you for payment.

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

Cancellation via a finance provider.

If the premium for this policy is being paid through a Finance House and this policy is cancelled, any refund will be directed back to the Finance House.

Our right to cancel this policy

We will provide you with a letter of Notice of Cancellation should we feel that there is a valid reason to cancel this policy.

We will give you 7 days' written notice by special delivery to your last known address.

If we cancel this policy, we will pay you a refund of any premium proportionate to the number of days you have been on cover. You will not be entitled to any refund of premium under the policy in the event of fraud as described on Page 3 under "Your Policy and the Information Disclosed by You".

Non-payment of premium

If you fail to pay your premium, we will give you 7 days' notice before we cancel the policy.

If you have failed to pay any premium for your policy and have not paid the premium requested before the end of the notice period, then we reserve the right to cancel this policy from inception.

If you are paying your premium via instalments and you fail to pay an instalment, we or the Finance House will write to you requesting payment by a certain date. If still no payment is received by the deadline, we will issue you with 7 days' notice of cancellation letter by special delivery to your last known address before we cancel your policy. Any return premium will be used to clear your remaining balance, with any surplus funds being paid to you. If the refund does not clear your remaining balance in full, you will be required to settle the outstanding balance to us for the cost of the cover provided up to the date of cancellation.

Vehicle Changes

The inclusion and removal of vehicles may be performed by the insured at any time and unless otherwise agreed an additional or refund of premium will be calculated on a pro-rata basis. Please note that the insurer reserves the right to withhold the refund of premium for any vehicle where a claim has occurred during the current period of insurance. The re-inclusion of any vehicle that was previously removed from this policy will be subject to the prior agreement of the insurer.

Claims Procedures

When an accident, loss or damage occurs;

- a) the insured or the insured's legal representative MUST notify the insurer **AS SOON AS POSSIBLE** and within 24 hours with full details of the accident, loss or damage together with all contact details of any other party involved;
- b) the insured must take all necessary steps to ensure the safety of the damaged insured vehicle and its accessories;
- c) the insurer shall not be liable for any increase in damage as a result of the insured vehicle being removed under its own power following an accident;
- d) any letter, claim, writ, claim form, summons or process relating to the accident, loss or damage must be sent, unanswered, to the insurer immediately;
- e) the insurer must be advised in writing immediately the insured is aware of any intended prosecution, Coroner's Inquest or Fatal Inquiry in connection with the accident;
- f) persons who are claiming under this policy must make no admission, offer, payment or promise without the insurer's written consent or act in any way which might prejudice the insurer's position;
- g) the insurer's may, at their discretion, take over and conduct in the insured's name or the name of any person indemnified under this policy, the defence, prosecution or settlement of any claim for the insurer's benefit;
- h) the insurer shall have full discretion over the conduct of any proceedings and settlement of claims;
- i) the insured or any person indemnified by this policy must give the insurer all the assistance and information possible and produce a copy of the driver's licence if requested;
- j) if the insured vehicle and its accessories are stolen or taken without the insured's consent the insured must, as soon as possible, report the same to the police and if required, supply the insurer with the crime reference number;
- k) the insurer reserves the right if it or its representative consider any repair estimate to be unreasonable to enter into any communication with the repairer and failing agreement, to arrange for the removal of the insured vehicle to another repairer and pay for such work as may already have been done.

The Law That Applies to This Contract

This policy is subject to the laws of England and Wales and Scotland and to the exclusive jurisdiction of the courts of England and Wales and Scotland, unless the insurer has agreed otherwise with the insured.

Other Insurance

This policy does not cover any liability, loss or damage if at the time of the happening of the said liability, loss or damage there is another insurance in force covering the same liability, loss or damage whether effected by the insured or not.

Reasonable Precautions

The insurer shall not be liable if the insured fails to take all reasonable precautions to safeguard the insured vehicle from loss or damage and maintain it in a substantial and thoroughly sound, safe and efficient condition. The insurer, or its authorised representative, shall have free access to examine the insured vehicle at all times.

Right of Recovery

Nothing in this policy shall affect the right of the insurer to maintain an action for recovery of sums paid under the provisions of any enactment of any territory in which this policy operates relating to the insurance of liabilities to third parties and which the insurer would not have been liable to pay but for the provisions of such enactment.

Additional Information

The information that the insured has provided to the insurer forms the basis of this insurance contract. It is important that the insured advises the insurer of all material information and immediately of any change in the information. Please note if the insured is in any doubt whether or not any information is material, it should be disclosed. Under the Road Traffic Acts, it is an offence to make any false statements or withhold any material information in order to obtain a cover note or a certificate of motor insurance.

Claims and Underwriting Exchange Register

The insurer will pass information to the Claims and Underwriting Exchange Register run by the Insurance Database Services Limited, and the Motor Insurance Anti-Fraud and Theft Register run by the Association of British Insurers. The aim is to help the insurer check information provided, and also to prevent fraudulent claims. When the insurer deals with the insured's request for insurance it may search these registers. Under the conditions of this policy, the insured must tell the insurer about any incident (such as an accident or theft) whether or not it gives rise to a claim. When the insured tells the insurer about an incident, the insurer will pass information relating to it to the registers.

Data Protection

Where personal data as set out in UK legislation is supplied to us, the insurer, or agents of the insurer performing services necessary to the servicing of this policy we will assume that such data is freely supplied in entering into this contract of insurance.

The insurer may store the insured's information on a computer and use it for administration, risk assessment, research and statistical purposes, marketing purposes and for crime prevention (see further details below). The insurer will only disclose the insured's personal details to third parties if it is necessary for the performance of this insurance contract.

The insurer will keep the insured's information secure at all times. In certain circumstances, for example for systems administration purposes, the insurer may have to transfer the insured's information to another country, which may be a country outside the European Economic Area ("EEA"). By proceeding with this insurance application, the insurer will assume the insured is agreeable for it to transfer the information to a country outside the EEA.

The insurer may need to process sensitive data of persons in the insured's employ or of whom the insured wish to be indemnified by this policy. Sensitive data includes such information as physical or mental health, or criminal convictions (if applicable). By accepting this policy, the insured is considered to be giving its consent to such information being processed by the insurer and its agents.

Motor Insurance Database

The insured shall supply details of all vehicles whose use is covered by this policy as is required by the relevant law applicable in Great Britain, Northern Ireland, the Isle of Man, the island of Guernsey, the island of Jersey and the island of Alderney for entry on the Motor Insurance Database. Failure to do so may result in the insured being reported to the Motor Insurer's Information Centre for non-compliance with the Motor Vehicles (Compulsory Insurance) (Information Centre and Compensation Body) Regulations 2003.

Information relating to this 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 to but including;

- (a) Electronic Licensing
- (b) Continuous Insurance Enforcement
- (c) Law enforcement (prevention, detection, apprehension and or prosecution of offenders)

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

If the insured is 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 the insured's correct registration number. If it is incorrectly shown on the MID the insured is at risk of having the insured vehicle seized by the Police. The insured can check that the correct registration number details are shown on the MID at www.askmid.com

Complaints Procedure

We are committed to meeting our contractual obligations and your expectations at all times but acknowledge that things can go wrong.

If you have any questions about the policy you have purchased we recommend that you contact the broker or advisor who arranged cover for you.

If you need to complain about any aspect of the service you have received under this policy you should contact Us by either writing to:

The Chief Executive, Walsingham Motor Insurance Limited
2nd Floor,
6 Bevis Marks,
London, EC3N 7HL.

Or by emailing: complaints@walsinghamunderwriting.com

A copy of Our Complaints Handling Process is available on request.

If we are unable to resolve your issue immediately we will contact you within three working days of receipt to acknowledge your complaint and tell you what we are doing about it. We will provide you with our final response no later than eight weeks from receipt unless it has been possible to finalise our investigation and response earlier.

If however you feel the problem is still not resolved to your satisfaction and depending on your circumstances, you may be able to refer your complaint to the Financial Ombudsman Service ("FOS").

The FOS can be contacted at South Quay Plaza, 183 Marsh Wall, Docklands, London E14 9SR Telephone: 0845 080 1800 E-mail: enquiries@financial-ombudsman.org.uk. Referral to the FOS will not prejudice your right to take subsequent legal proceedings.

FOS rules provide that you will have six months from the date of our final response to refer your complaint to them.

For all claims please call 0333 700 8026

Schedule

The insured has submitted to Walsingham Motor Insurance Limited the Proposal and which it is agreed shall be the basis of, and be incorporated into, this policy and in consideration of the Premium paid or to be paid by the insured, the insurer will indemnify the insured, subject to the terms, conditions, exclusions, exceptions and limitations of this policy.

1.1 **Policy Number:**

1.2 **Insured Name:**

1.3 **Insured's Address:**

1.4 **Insured's Business or Trade**

1.5 **Period of Insurance** From:

To:

1.6 **Policy Cover** The insured vehicle, persons entitled to drive and the limitations as to use are described in the certificate of motor insurance bearing the Number stated above.

1.7 **Premium:** £

IPT: £

Total Premium: £

Signed:



Stephen Twidell
Walsingham Motor Insurance Limited

Endorsements Applicable