



Commercial Motor Fleet Policy Wording

January 2021



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Contract of Insurance

Introduction

This Policy is a contract between Us (Somerset Bridge Ltd, on behalf of Watford Insurance Company Europe Limited and Alwyn Insurance Company Limited) and You (the Policyholder).

Somerset Bridge Ltd is an Appointed Representative of Somerset Bridge Insurance Services Limited, with reference number 773500. Somerset Bridge Insurance Services Limited is authorised and regulated by the Financial Conduct Authority, with reference number 477112.

This Policy is underwritten by Watford Insurance Company Europe Limited and Alwyn Insurance Company Limited and administered by Somerset Bridge Ltd. Full insurer information is stated within Section 12 of this document.

In return for You paying the agreed premium, We will provide insurance cover, subject to the Terms, Exceptions, Exclusions, Conditions and Endorsements contained in or endorsed upon this Policy for the cover shown in Your Motor Insurance Schedule for accident, injury, loss or damage that happens during the Period of Insurance shown on Your Certificate of Motor Insurance and within the Territorial Limits.

This contract of insurance is based on the information and statements You gave Us within the Fleet Proposal Form. It is an offence under the Road Traffic Act to make a false statement or withhold information for the purposes of obtaining Motor Insurance. You are required by the Insurance Act 2015 to take reasonable care to answer all questions asked honestly, accurately and to the best of Your knowledge and that any other information given either verbally or in writing by You, or on Your behalf, at the time You applied for insurance is also complete. Failure to supply accurate and complete answers may mean Your Policy is invalid and that it does not operate in the event of a claim.

Unless explicitly stated, this contract is not intended that the Contracts (Rights of Third Parties) Act 1999 should confer any additional rights under this Policy in favour of any third party.

Your Motor Fleet insurance contract is made up of the following documents, which should be read together:

This Policy Wording document;
Your Schedule which has details of You and any Authorised Driver(s), Your insurer(s), Your Vehicle(s) and the cover provided;
Your current Certificate(s) of Motor Insurance which detail the Vehicle(s) that are covered, who is entitled to drive the Vehicle(s), what the Vehicle(s) can be used for, and the Period of Insurance; and
Your Motor Fleet Proposal Form which shows all the information You have provided Us and on which the cover has been based.

Your Schedule will show You which Sections, Excesses and Endorsements in this Policy apply to You. You should keep a record (including copies of letters) of all the information You supply Us with, in relation to this insurance.



Please carefully read all the documents that form Your contract of insurance and make sure that the insurance meets with Your requirements.

You must inform Your Broker immediately if any of the details are incorrect or if You have any concerns with this Policy Wording document, or You do not understand it or any of the Terms or Conditions contained in it. Please keep all Your documents in a safe place. If, at any stage You would like to receive a copy of Your Policy documents, please contact Your Broker.

A handwritten signature in black ink, appearing to read "C. Gilligan".

Chris Gilligan
Director



Claims service

How to Make a Claim

To make a claim, or to report an incident which may result in a claim, call the 24-hour Claims Helpline on 03309008931. Lines are open 365 days a year.

Please note that You must report all incidents to Us that You or any Authorised Driver is involved in no matter how trivial and regardless of blame, as soon as possible and within 72 hours of the incident. This is whether You wish to make a claim under the Policy or not. Delay in notification of an incident to Us may invalidate Your right to claim. When You call, please have ready:

Your current Certificate of Motor Insurance,
Details of the driver,
Details of the Vehicle involved; and
Details of the incident itself.

If Your claim is due to Theft, attempted Theft or Vandalism You must also inform the police and obtain a crime reference number. Our operators will take down full details of the incident. Our operators will also provide every assistance to ensure the least inconvenience to You, and through the use of the extensive Approved Repairer network, can ensure (if Your cover is relevant) a fast and efficient repair.

If for any reason You have not been able to exchange details with other driver(s) or owner(s) of property or You were in collision with an animal, You must report the accident to the police as soon as possible and certainly within 24 hours of the accident. We will deal with Your claim and claims made against You, as quickly and fairly as possible. Please read the General Conditions Applying to the Whole Policy - Section 10. For Our joint protection, telephone calls may be recorded and monitored by Us.

Windscreen Claims Notification

To make a claim, please contact the Glass Helpline on 0800 955 0108 to arrange for replacement or repair of Your windscreen or windows. Windscreen and Glass Cover is set out in Section 4 of this Policy Wording document. Please ensure You have the relevant cover before claiming.

Repairs

By using Our nominated repairer, You will benefit from a number of things, including a guarantee for Your repairs, and authorisation and payment direct to the repairer. All You need to do is pay Your Excess. You are of course permitted to use Your own repairer, however, You will not be entitled to the benefits shown in the table below and will need to submit repair estimates to Us for authorisation, which may delay the progress of your claim.

Repairs	If the damage to Your Vehicle is covered under Your Policy and can be repaired, then We will arrange for one of Our nominated repairers to contact You.
Authorisation	You do not need to get any estimates and Your repairs can begin as soon as We have authorised them.
Delivery	When the work is complete, the repairer will contact You to arrange a convenient time to deliver Your Vehicle back to You.
Payment	We will pay the bill. All You need to do is pay any Policy Excess to the repairer before the Your Vehicle is delivered back to You.

If Your Vehicle is a total loss (a write off), We will ask You to send in Your original documents (for example V5C and MOT certificate). Remember to clear the Vehicle of any personal belongings.



If You Have an Accident

Regardless of blame it is important that You take the following action:

Stop

- Stop as soon as possible, in a safe place (if You have a warning triangle, place it well before the obstruction). If anybody has been injured, call the police and ambulance service.

Sketch

- Make a quick sketch of the direction and final position of each vehicle (it is worth keeping a pen and paper in Your Vehicle). If You have a single or multiple cameras installed, ensure any footage has been recorded and where relevant remove the SD card from the device.

Note

- The vehicle registration number, name, address and telephone number of any other drivers involved in the accident.
- The number of passengers in each vehicle.
- The name and address of anyone who is injured (or suggesting they have been injured).
- The name, address and telephone number of any witnesses to the accident.
- The name, telephone number and constabulary of any police officer who attends the accident

Take a photo

- If You have a mobile phone with You that is fitted with a camera, try and take photographs to support the positions of the vehicles and the extent of damage.

Provide

- You must give Your own details to anyone who has reasonable grounds for requesting them.

DO NOT

- Do not admit responsibility, either verbally or in writing, or offer to make any payment. Instead, ask any other person involved in the accident to contact Us on the 24-hour claims helpline number above. By getting the other person(s) involved in the accident to ring the 24-hour helpline, You will give him/ her the opportunity of obtaining Our assistance in progressing repairs.



Meaning of words in this Policy

Definitions

The following defined words will carry the same meaning wherever they are shown from this point forward.

Word/Term/Phrase	Definition
Accessory/Accessories	Any permanently fitted standard parts, products or equipment specifically designed to be fitted to Your Vehicle. Some accessories may be classed as modifications therefore You must notify Us of any alterations that are made to Your Vehicle as soon as they occur.
Approved Repairer	A repairer from Our approved network, whom We will authorise to repair Your Vehicle following a claim under Section 1 of this Policy.
Authorised Driver	A person who meets the conditions of the person or persons entitled to drive on Your Certificate of Motor Insurance and also meets any driving warranties as defined in Your Motor Insurance Schedule.
Certificate of Motor Insurance	The Certificate of Motor Insurance shows what Vehicle(s) is/are covered, who is entitled to drive the Vehicle, what the Vehicle can be used for, and the Period of Insurance.
Endorsement(s)	A clause which changes the Terms of the Policy. Any Endorsements which apply will be shown on Your Schedule.
Excess(es)	The part of the claim that You must pay.
Exception(s)	Exception(s) to Exclusion(s) limit the application of the Exclusion(s) meaning that the Exclusion does not apply to the described circumstances.
Exclusion(s)	Circumstances not covered by this Policy.
Fire	Fire, self-ignition, lightning and explosion.
Great Britain	England, Scotland and Wales.
Green Card	A Green Card is a document used to provide proof that You have the minimum compulsory insurance cover required by law to drive in that country.
Hazardous Goods	Goods or substances referred to in any legislation and related regulations governing the carriage of dangerous goods by road, including provisions relating to classification packaging and labelling, as may be of application from time to time in England and Wales.
Indemnity (Indemnified/Indemnify)	A legal principle which ensures that You are placed as near as possible in the same position after a loss, as You occupied immediately before the loss, by providing compensation for the losses and liabilities.
Insurance Intermediary	The broker who has placed this insurance with us, acting on your behalf as your agent and through whom all matters concerning this insurance are handled.
Key(s)	Any Key, device or code used to secure, gain access to, and allow Your Vehicle to be started or driven.
Market Value	The retail Market Value based on that listed in the current Glasses Guide for purchasing, or replacing, the insured vehicle with one of the same make, model, age, trim level, recorded mileage and being in a similar condition. Glasses Guide is a motor trade publication recognised and used extensively throughout the motor vehicle industry to value new/used vehicles. Where Glasses Guide is not available or



	there is a dispute over valuation with Your insurer, We will consider alternative equivalent motor trade publications such as CAP (CAP Motor Research Ltd) or Parkers Guide.
Motor Fleet Proposal Form	A record of the information You gave Us, including information given on Your behalf and verbal information You give.
Motor Insurance Schedule	The Motor Insurance Schedule provides details of You, any Authorised Driver(s), Your Vehicle(s), the cover provided, Endorsements, premium and any Excess that may apply to Your Policy.
Period of Insurance	The period You are insured for, as shown on Your Certificate of Motor Insurance.
Personal Belongings	Personal Belongings include but are not limited to clothing, handbags, wallets, briefcases, luggage, mobile telephones, portable media devices, computers, tablets, watches, documents and sports equipment.
Policy	This Policy Wording document, the Motor Insurance Schedule, Motor Fleet Proposal Form and Certificate of Motor Insurance.
Terms and Conditions	All Terms, Exclusions, Conditions and limits which apply to Your Policy.
Territorial Limits	United Kingdom and the Isle of Man.
Terrorism	Shall follow the interpretation as set out in the Terrorism Act 2000 or subsequent amendments thereto or be any act deemed by the Government or UK Court of Law to be an act of Terrorism
Theft	Theft or attempted theft or the taking of Your Vehicle without permission with the intention of permanently depriving you of Your Vehicle.
Trailer	Any drawbar trailer, semi-trailer, horsebox, caravan or car which is towed by Your Vehicle.
United Kingdom	Great Britain and Northern Ireland.
Vandalism	Deliberate destruction or damage of property.
We/Us/Our	Somerset Bridge Ltd acting on behalf of Watford Insurance Company Europe Ltd and Alwyn Insurance Company Ltd
You/Your	Insured/Policyholder/Company or Trading name as stated in the Motor Insurance Schedule, Motor Fleet Proposal Form and Certificate of Motor Insurance.
Young and/or Inexperienced Driver	Any driver under the age of 25 or any driver 25 years of age and over but not holding a Full UK/EU licence for 12 months or more.
Your Vehicle	Any motor vehicle described in Your Certificate of Motor Insurance for which details have been supplied and accepted by us.



Acronyms & Abbreviations

Word/Term/Phrase	Definition
ADAS	Advanced Driver Assist System
CSC	Camera and Sensor Calibration
CUE	The Claims and Underwriting Exchange
DLN	Driving Licence Number
DVANI	Driver & Vehicle Agency Northern Ireland
DVLA	Driver and Vehicle Licensing Agency
EEA	European Economic Area
EU	European Union
FOS	The Financial Ombudsman Service
FSCS	The Financial Services Compensation Scheme
MIAFTR	The Motor Insurance Anti-Fraud and Theft Register
MIB	Motor Insurers' Bureau
MID	Motor Insurance Database
MOT	Ministry of Transport
NCB	No Claims Bonus
SORN	Statutory Off Road Notification
UK	United Kingdom
VRM	Vehicle Registration Mark



Section 1

Damage to Your Vehicle

We will indemnify You for loss of or damage to Your vehicle and accessories (less any excess that applies) up to the Market Value of the vehicle at the time of loss or damage by:
accidental damage, flood damage and vandalism;
malicious damage, other than such damage caused by Your employees;
fire, lightning and explosion;
theft or attempted theft, or taking the vehicle away without Your permission.

For a claim under this section we will at our absolute discretion, either:
pay to repair Your vehicle; or
replace Your vehicle with one of a similar type, age and condition; or
pay You the pre-accident value of Your vehicle.

We will not pay more than (and whichever is the less of):
the Market Value of Your damaged vehicle or the price You paid for Your damaged vehicle;
the manufacturer's list price for any replacement component part or accessories.

We will not pay the cost of any repair or replacement which improves Your vehicle or accessories to a better condition than they were in before the loss or damage. If this happens, You must make a contribution towards the cost of repair or replacement.

We will not pay the VAT element of any claim if You are registered for VAT.

We may at our option fit replacement parts which have not been made by the vehicle's manufacturer but which are of a similar standard;

Recovery and Redelivery

If Your vehicle is disabled as a result of loss or damage insured by this section we will indemnify You for the reasonable costs of protection and removal of Your vehicle to the nearest suitable repairers and the reasonable cost of delivery to You in the United Kingdom after repair.

Repairs

Your Vehicle is covered while with a member of the motor trade for the purpose of maintenance or repair not associated with the cover provided by this Policy e.g. normal maintenance. Cover under this Section will not apply if Your Vehicle is covered by another insurance policy e.g. a motor trade policy.

Repair Guarantee

If Your Vehicle is repaired by one of Our Approved Repairers, any works done on Your Vehicle will be guaranteed for 5 years and any parts fitted are guaranteed as per the manufacturer's parts guarantee throughout the time that You own Your Vehicle.

Entertainment, Communication and Navigation Equipment

For loss of or damage to Your in-vehicle entertainment, communication and navigation equipment, We will pay for loss of or damage to in-vehicle audio, Citizens Band Radio, television, DVD, phone, games-console, electronic navigation equipment permanently fitted to Your Vehicle. We will only pay for equipment that is part of the Vehicle original specification, fitted by the manufacturer/dealer from first registration, this cover is limited to the maximum payable (as shown on Your Motor Insurance Schedule) upon any one occasion when loss or damage occurs, and are prior to deduction of the applicable Policy Excess.



Total Loss

When deciding whether Your vehicle is a total loss, we use the Association of British Insurers (ABI) Code of Practice for the Disposal of Motor Vehicle Salvage.

We alone will determine:

- a) When an insured vehicle is deemed a total loss
- b) The Market Value of the insured vehicle; and where applicable
- c) Any salvage value of that insured vehicle

In the event that we deem Your vehicle a total loss, due to it being uneconomical to repair or subject to an unrecovered theft, we will, unless You qualify for a new vehicle replacement benefit, offer an amount in settlement of the claim.

The insurance cover for that insured vehicle will end when You accept that offer.

If Your insurance covers more than one vehicle, cover will remain in force for any vehicles that have not been declared a total loss.

If the insured vehicle is owned by someone else, we will discuss the valuation and payments directly with the vehicle owner rather than with You.

When we determine the value of the insured vehicle, we will take into account any discount on the manufacturer's recommended retail price received at the point of purchase.

Our offer will not exceed the amount shown on the schedule.

Once we have made a payment, the insured vehicle becomes our property unless we agree otherwise

If Your vehicle is damaged beyond economical repair and deemed a Total Loss, where we request so, You must provide us with:

- a) The current Vehicle Registration document (V5);
- b) The current MOT certificate, where applicable; and
- c) All keys to the vehicle; and
- d) The vehicle purchase receipt; and
- e) Any other items we may reasonably require;

If Your vehicle is damaged beyond economical repair the vehicle will become our property for disposal in accordance with the Code of Practice for the Disposal of Motor Vehicle Salvage.

If more than one vehicle is insured under Your policy and they are involved in the same incident, the excess shown on Your schedule will apply to each vehicle separately.

Settlement

If You are still paying for Your Vehicle under a hire purchase or leasing agreement We, may at Our discretion, and where appropriate, pay a claim for the total loss of Your Vehicle to the hire purchase or leasing company.



New for old

We will replace Your vehicle with a new one of the same make, model and specification provided that Your vehicle is either a private car or a commercial vehicle, not used for hire and reward purposes, with a gross vehicle weight of 3.5 tonnes or less, within one year of registration and has been owned by You or bought under a hire purchase agreement or was leased or hired by You from new and has been:

- a) Stolen and not recovered within twenty eight (28) days; or
- b) Damaged to the extent that the cost of repair exceeds sixty percent (60%) of the manufacturer's list price at the time of purchase.

If a replacement vehicle is not available then the most we will pay is the Market Value of the vehicle at the time and date of the loss or damage.

Accumulation of Vehicles

The maximum amount we will indemnify You for is five million pounds (£5,000,000) in connection with any one occurrence or series of occurrences arising out of any one event.

Trailer Cover

If cover is stated in the Schedule of Insurance, we will also insure any trailer declared by You against loss or damage while it is:

- a) Attached to the vehicle or
- b) Temporarily detached during the course of a journey or
- c) Detached from the vehicle on Your premises or those of Your customer provided that the premises are securely locked overnight or when otherwise unoccupied

Cover is restricted to trailers owned by You or which are in Your care, custody or control.

The maximum we will pay in the event of a claim is stated in the Schedule of Insurance.

No wider cover will apply to any trailer than is provided to the towing vehicle at the time of the loss or damage.

There is no cover for contents in or on any trailer



Exclusions to Section 1

In addition to the General exclusions we will not indemnify You for:

- a) The amount of any Excess as stated in the Schedule of Insurance;
- b) Any amount as compensation for You not being able to use Your vehicle (including the cost of hiring another vehicle);
- c) Any loss while Your vehicle is being driven or used for the carriage of hazardous goods unless cover is stated in the Schedule of Insurance;
- d) Damage to tyres, unless caused by an accident involving Your vehicle;
- e) Any loss by fraud or false representation;
- f) Any reduction in value of Your vehicle following repair;
- g) Any loss of use or other form of indirect loss not covered by this section;
- h) Electrical, electronic or mechanical breakdown or failure caused by either driver error, driver negligence or driver incompetence or by a gradually operating cause;
- i) Wear and tear or depreciation or that part of repair that improves Your vehicle beyond its condition immediately before the loss or damage;
- j) Any additional damage resulting from the vehicle being moved by You after an accident or fire or theft;
- k) Any damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- l) Damage due to liquid freezing in the cooling system, unless You have taken reasonable precautions as laid down by the vehicle manufacturer's instructions;
- m) Any amount in excess of the price shown in the manufacturer's last list price at the date of the loss or damage where that part or accessory is unobtainable or obsolete in pattern;
- n) Loss resulting from repossessing the vehicle and returning it to its rightful owner;
- o) Loss or damage where possession of the vehicle is gained by deception by someone who claims to be a buyer or agent;
- p) Theft or attempted theft where:
 - i. All locks have not been engaged; or
 - ii. Any windows or form of sliding roof having been left open or unlocked; or
 - iii. The immobiliser, alarm or tracking device is either not working or not been activated or in proper working order; or
 - iv. The keys have been left in or on the vehicle;
- q) Loss or theft of keys or similar device, remote controls or security devices and in any of these events the replacement of locks;
- r) Loss of fuel;
- s) Loss of or damage to Your vehicle caused by an inappropriate type or grade of fuel being used;
- t) Loss or damage due to confiscation, requisition or destruction by or under the order of any government, public or local authority.



Section 2

Liabilities to Third Parties

We will indemnify You in accordance with the terms of this section against legal liability to pay damages, including claimant costs recoverable from You, arising out of the use of Your vehicle, or in direct connection with the loading or unloading of Your vehicle:

- a) While Your vehicle is being used with Your consent by an Authorised driver for any purpose permitted by Your certificate of motor insurance; and
- b) While Your vehicle is being driven or used for the carriage of hazardous goods (if cover is stated in the Schedule of Insurance); and
- c) Occurring within the territorial limits; which result in:
- d) The death or bodily injury to any person;
- e) Damage to any property subject to the following limits applying in respect of any one accident or series of accidents arising out of one originating cause:
 - i. £20,000,000 in respect of a private car not used for hire and reward purposes; or
 - ii. £10,000,000 for all other vehicle types; or
 - iii. £5,000,000 in respect of any vehicle carrying hazardous goods
 - iv. £5,000,000 for legal costs and expenses arising from loss of or damage to other people's property involving a private car; arising out of any claim or series of claims caused by one event

Where more than one limit is operative, the lower limit will apply.

Cover for Others

We will also indemnify:

- a) Any person You allow to drive a vehicle provided this has been permitted by You and is in accordance with Your certificate of motor insurance and the provisions specified in the schedule;
- b) At Your request any passenger or person (other than the person driving) whilst travelling in or getting into or out of the vehicle;
- c) At Your request the owner of the vehicle, where such vehicle is loaned, leased or hired to You (other than under a hire purchase agreement);
- d) Any executor, administrator or legal representative of Your estate following Your death, for any liability incurred by any person entitled to indemnity as a result of an accident involving a vehicle;
- e) Any principal for any legal liability incurred by You when using the vehicle for contract work on behalf of the principal so long as You have arranged with the principal for the conduct and control of all claims for which we may be liable to be vested in us.

Contingent Liability Cover

We will indemnify you for Your liability arising from the driving of a vehicle not owned or provided by You which is being used in connection with Your business by Your employees, provided that;

- a) You have given express permission for the vehicle to be used for Your business
- b) You have taken all reasonable steps to ensure that a separate motor insurance policy, in the employee's name and providing the appropriate cover, is in place
- c) There is no cover provided by any other insurance

We will not be liable for any loss or damage to such vehicle.



Defence Costs

We will at our option indemnify You for reasonable:

- a) Legal fees and costs incurred in dealing with or defending any action at law by which damages in respect of death, bodily injury or damage are claimed against any person insured under this policy;
- b) Fees for any solicitor appointed by Us for representation at any coroner's inquest, fatal inquiry in respect of such accident or for defending in any criminal proceedings relating to such accident;
- c) Legal expenses that we have agreed to in writing in respect of any proceedings taken against a person insured under this insurance for manslaughter, or reckless or dangerous driving causing death, or careless or inconsiderate driving causing death, in respect of their driving at the time of the accident;
- d) Legal expenses in respect of defending any charge brought under the Corporate Manslaughter and Corporate Homicide Act 2007;

We reserve the right at any time to relieve ourselves of any further liability under this clause on payment to You of the expenses incurred to that date.

Joint Liability

If this document is in the name of more than one person, we will cover each person as if we had sent an individual document to each. We will cover each against the liability of the other, as long as the liability, loss or damage is not covered by any other insurance.

Unauthorised Movement

We will insure You in respect of any accident caused by, through or in connection with the movement of any motor vehicle not belonging to You and not in Your custody or control as long as the vehicle is preventing Your vehicle from passing and:

- a) Is being moved by an employee of Yours
- b) Is being moved in connection with Your business
- c) Is not the property of the employee moving it and
- d) Is not covered by any other insurance covering such accident, damage or loss

Towing

We will insure You while any vehicle covered by this insurance is towing a caravan, trailer or a broken-down vehicle (as allowed by law).

We will only provide this cover if:

- a) The caravan, trailer or broken-down vehicle is properly secured to Your vehicle by towing equipment made for the purpose and
- b) The method of towing the caravan, trailer or broken-down vehicle stays within the manufacturer's recommended towing limits and any other relevant law

We will not pay any claim arising from:

- a) Loss of or damage to the towed caravan, trailer or broken-down vehicle
- b) Loss of or damage to any property being carried in or on the towed caravan, trailer or broken-down vehicle
- c) Towing more trailers than the number allowed by law or
- d) If more than one caravan or broken-down vehicle is being towed at any one time



Exclusions to Section 2

Except where necessary to meet the requirements of any compulsory motor legislation operating within the territorial limits of the policy, in addition to the General exclusions we will not indemnify You for:

- a) Fines, penalties, punitive or exemplary damages awarded intended to punish Your or any Authorised Driver's wrongdoing;
- b) Death of or bodily injury to any person arising out of and in the course of that person's employment by any person entitled to indemnity under this section;
- c) Death of or bodily injury to any person driving the vehicle or in charge of it for the purpose of driving it;
- d) Death, bodily injury or damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with the:
 - i. Bringing of the load to the vehicle for loading on board;
 - ii. Taking away of the load from the vehicle after unloading;
- e) Death, bodily injury or damage to property, arising directly or indirectly by the wrongful collection or delivery of a load, or where the load does not conform to the specification of the customer;
- f) Loss of or damage to any premises (including its fixtures and fittings) or other property You or any other person claiming indemnity occupy or own or are responsible for;
- g) Loss of or damage to property belonging to or held in trust by You or in Your custody or control or property being conveyed by Your vehicle;
- h) Damage to a trailer or disabled mechanically propelled vehicle being towed or for any load carried in or on it;
- i) Death, bodily injury or damage to property, arising directly or indirectly out of the operation of any vehicle or trailer as a tool of trade except where used for self-loading and/or self-unloading operations provided that:
 - i. The vehicle is operating solely for the provision of power of the self-loading machinery, is immobilised and has all safety features properly engaged and there is no other policy in force that covers the same liability; or
 - ii. The trailer is immobilised and has all safety features properly engaged;
- j) Any loss, damage or liability for death of or bodily injury to any person or damage to property directly or indirectly caused by pollution or contamination unless the pollution or contamination is directly caused by a sudden identifiable unintended and unexpected incident which occurs in its entirety at a specific time and place during the period of insurance. All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place;
- k) Death, bodily injury or damage to property where Your vehicle is towing more trailers than permitted by law; or
- l) Death, bodily injury or damage to property where the same loss is covered by any other insurance.



Section 3

Green Cards & Using Your Vehicle abroad

Minimum cover abroad

If you wish to use Your Vehicle outside the Territorial Limits (United Kingdom and Isle of Man) you must let Us know. This insurance Policy will provide You with the minimum cover required to comply with the laws relating to compulsory motor insurance when you or any person named on your Certificate of Motor Insurance drive or use Your Vehicle for social, domestic and pleasure purposes in the following countries:

Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France (including Monaco), Germany, Gibraltar, Greece, Hungary, Iceland, Italy (including San Marino and the Vatican City), Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland (including Liechtenstein) and The Channel Islands.

Green Cards

If You wish to use Your Vehicle outside the Territorial Limits (United Kingdom and Isle of Man) You will be required to carry a Green Card document to prove that you have valid minimum insurance cover for Your vehicle. If You are not carrying a Green Card when it is required, then You will not be able to drive legally in an EU member state. If You do attempt to drive in the EU without holding a Green Card, You may be accused of driving without insurance and could be subject to a fine, having your vehicle seized or prosecution.

A Green Card document will also need to be requested for any trailer attached to Your vehicle.

Please ensure that You request Your Green Card at least 14 days in advance of Your journey abroad to ensure You have the necessary documentation for Your trip. You can request a Green Card by contacting your broker.

Full cover abroad

Private Motor Cars and Commercial Vehicles not exceeding 3.5 ton Gross Vehicle Weight which are not used for hire or reward purposes

In addition to the legal minimum cover shown above, this policy may be extended to provide the cover shown in Your Schedule to the Countries referred to above provided that:

- a) You notify Your Insurance intermediary before Your journey abroad;
- b) The use of the Insured vehicle abroad is limited to no more than 45 days in total in any one annual Period of insurance provided that the vehicle is taxed and registered within the United Kingdom;
- c) You or any authorised driver are normally resident within the Territorial limits of this policy;
- d) The Insured vehicle will not be used for the carriage of goods or passengers for hire or reward whilst outside the United Kingdom (this is regardless of whether the Certificate of Motor Insurance permits this use).

Please note that this cover is in addition to the minimum compulsory insurance cover required by law to drive in that country, as such, you will still need a valid Green Card.

Commercial Vehicles exceeding 3.5 ton Gross Vehicle Weight and any vehicle which is used for hire or reward purposes regardless of type or weight

If before departure You notify us via Your Insurance intermediary, obtain our express permission, pay any additional premium and accept any additional terms that We may require, We will extend this insurance to provide the cover shown in the Schedule of Insurance for claims which happen:



- a) While the Insured vehicle is in any of the Countries referred to above;
- b) While the Insured vehicle is being transported (including loading and unloading) between ports in countries where You have cover, as long as the Insured vehicle is being transported by rail or a recognised sea route of not more than 65 hours.

Please note that this cover is in addition to the minimum compulsory insurance cover required by law to drive in that country, as such, you will still need a valid Green Card.

If Your vehicle suffers any loss or damage covered by this insurance, and the vehicle is in any country for which we have agreed to provide the cover stated in the Schedule of Insurance, We will:

- a) Refund any customs duty You have to pay after temporarily importing Your vehicle into any of the countries where You have cover;
- b) Refund any general average contributions, salvage charges, sue and labour charges incurred during transit of Your vehicle;
- c) Pay the cost of delivering Your vehicle to You at Your address in the United Kingdom after the repairs have been made if Your vehicle cannot be driven because of any loss or damage.

Making a Claim

Please call Us on +44 330 900 8931, not the Bureau of the country visited, if:

- a) You need to report an incident while You are outside of the UK;
- b) You have Comprehensive cover and You wish to make a claim for:
 - i. Loss or damage to Your Car; or
 - ii. Personal injuries not covered by the Compulsory Third Party Insurance Law in force in the country where the accident occurred.

If You have an accident abroad:

- a) Immediately report the accident to the Police if anybody involved in the incident is injured or if there is a disagreement with the other driver. Get details of the Police team that attended the scene or who the accident was reported to;
- b) Give Your name and address, and Our name and address to the other party and produce Your Certificate of Motor Insurance and valid Green Card;
- c) Get the name and address of the other driver, details of their motor insurer (including Policy number) and information about the registration and ownership of the other vehicles involved. In some countries (such as Greece, Portugal, Italy and France) the identity of the insurer of the vehicle is displayed on the windscreen disc;
- d) Call the claims helpline number shown above, as soon as possible, particularly if anybody is injured;
- e) Never make any statement or sign any document without the advice of a lawyer or competent official;
- f) If You have a camera, take photographs showing the layout of the scene and positions of the vehicles from various angles;
- g) Ensure You obtain the following details:
 - i. The make, registration number and colour of the other vehicle and whether it is right or left-hand drive.
 - ii. The full names, addresses and occupations of independent witnesses.
 - iii. The date, time and exact place of the accident.
 - iv. The speeds of Your own and the other vehicle.
 - v. Signals given by You and the other driver.
 - vi. Weather and road conditions.
 - vii. Names and addresses of people injured and details of those injuries.
 - viii. Details of damage to Your own and other vehicles.

If We have to pay for Your Car to be delivered to You after repairs, We will only pay for it to be delivered to You while You are in the country where the loss or damage occurred.



Section 4

Glass damage

If the Schedule of Insurance includes Comprehensive cover We will pay for:

- a) A broken or damaged windscreen or windows in Your Vehicle and scratching of the bodywork caused by them breaking;
- b) If Your Vehicle is fitted with an Advanced Driver Assist System (ADAS), We will also pay for Camera and Sensor Calibration (CSC) if required as a result of the glass repairs or replacement.

If You use Our Glass Helpline to arrange replacement or repair of Your windscreen or windows, You will receive unlimited cover for Your claim under this Section, less the excess shown in the Schedule of Insurance.

If You use a repairer other than Our Glass Helpline to arrange replacement or repair of Your windscreen or windows, You will only receive a maximum of £100 towards Your claim under this Section, less the Excess stated in the Schedule of Insurance.

What is not covered

- a) The applicable Excess;
- b) Any damage to sun roofs, roof panels, convertible roofs, lights or reflectors whether glass or plastic;
- c) Any amount greater than the Market Value of Your Vehicle at the time of the incident.
- d) Any incidents due to mechanical failure of automatic or manual sun roofs, roof panels, convertible roofs or ADAS and CSC.

Conditions

- a) No claim against this Policy will be considered if reported more than thirty days after the expiry of Your Policy, regardless of the date on which the damage occurred;
- b) Damage that happened before the start of the Policy is not covered;
- c) No claims can be made under this Section of the Policy for acts of malicious damage or Vandalism. Claims for these incidents shall be dealt with under Section 1.

To make a windscreen claim please contact the Glass Helpline on: 0800 955 0108.



Section 5

Unlicensed Drivers

We will insure an unlicensed driver under this document when a licence is not required by law, provided the driver is old enough to have obtained a licence to drive the vehicle had one been required by law.

Section 6

Unauthorised Use

Indemnity to You only subject to the terms exceptions and conditions of this policy in the event of any accident occurring whilst the Insured Vehicle is being used or driven by any person in Your employment without Your knowledge or consent for any purpose not permitted under this insurance.

Provided always that You shall take all reasonable precautions to ensure that all persons who may use or drive an Insured Vehicle are made aware of the permitted purposes of use as defined in this insurance.

Section 7

Medical expenses

If the Schedule of Insurance states Comprehensive cover and anyone in Your Vehicle is injured in an accident involving Your Vehicle, We will pay medical expenses of up to £250 for each injured person.

Section 8

Emergency Medical Treatment

We will pay for emergency medical treatment as required by any acts, laws or regulations which govern the driving or use of any motor vehicle in the United Kingdom arising out an accident involving a vehicle.



Section 9

General Exclusions Applying to the Whole Policy

This Policy does not cover the following:

The below exclusions apply as well as the exclusions shown in each Section detailing the cover provided.

Use

Any injury, loss or damage occurring while Your Vehicle is being:

- a) Driven by or is in the charge of any person not shown on Your Certificate of Motor Insurance;
- b) Driven by, or in the charge of, anyone who does not meet all the conditions described in the Endorsements in Your Motor Insurance Schedule and all the General Conditions Applying to the Whole Policy and any other Terms of this Policy;
- c) Used for any purpose not shown on Your Certificate of Motor Insurance.

Unsafe Load and/or Use

Any loss, damage or liability whilst:

- a) The load in or on the vehicle is not being conveyed safely;
- b) The vehicle is conveying a load in excess of:
 - i. That for which it was constructed;
 - ii. The maximum carrying capacity You advised us;whichever is the lower.
- c) The weight of the vehicle and its load exceeds the maximum gross weight permitted by the relevant law;

Unlicensed Use

Except as covered under Section 5 - "Unlicensed Drivers" where a licence is not required by law any loss, damage or liability while Your vehicle is being driven or used by anyone who:

- a) Does not hold a licence to drive the vehicle for the use required or has had the licence to drive the vehicle revoked;
- b) Has held but is currently disqualified from holding or obtaining such a licence;
- c) Does not fully comply with the conditions of their licence.

Other Insurance

If any liability, loss or damage is covered by any other insurance, We will only pay Our share of the claim in accordance with our legal liability.

Pressure Waves and Nuclear Hazards

Any loss, damage or liability caused by, attributable to, or arising from:

- a) Pressure waves caused by aircraft and other flying objects;
- b) Ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from combustion of nuclear fuel;
- c) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.

Earthquake, Riot or Civil Commotion

Any loss, damage or liability caused by:

- a) an earthquake,
- b) riot or civil commotion occurring:
 - i. Outside Iceland, Switzerland, Norway, or a Member Country of the European Union;
 - ii. In Northern Ireland.



Terrorism and War

Any loss, damage or liability arising directly or indirectly out of terrorism, war, invasion, acts of foreign enemies, hostilities or war like operations (whether war be declared or not), civil war, mutiny, revolution, rebellion, insurrection, uprising, military or usurped power except so far as is necessary to meet the requirements of the laws relating to the compulsory insurance of motor vehicles in any country to which this policy applies.

Racing

Any loss, damage or liability occurring while the vehicle is being used for pace making, rallying, competitions, speed tests, formal/informal racing against another motorist or being driven on any racetrack, circuit or any other prepared course or derestricted toll road including but not limited to the Nurburgring Nordschleife.

Aircraft and Aircraft Sites

Any loss, damage or liability caused by, attributable to, or arising from the presence of Your vehicle in any premises or area to which any aircraft has access, including, but without limitation, an airport or airfield and the service roads within their perimeter and boundary roads.

Towing

Any loss, damage or liability which is the responsibility of the person driving or steering any vehicle being towed by Your Vehicle or being towed by a vehicle being driven by You or any Authorised Driver.

Contractual Liability

Any liability arising from a contract or agreement which would not have arisen in the absence of such a contract or agreement.

Non-Contribution

Any contribution towards a claim arising under this policy where there is any other insurance covering the same liability, loss, damage or injury.

Intentional Damage

Any intentional damage to any property or the death of or injury to any person caused by or incurred with Your consent or connivance.

Any liability whatsoever arising out of the deliberate or criminal use of Your vehicle:

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

European Jurisdiction

Any decision or action of a court outside the United Kingdom or the Isle of Man, unless the decision is made or action is taken in a foreign court because Your Vehicle was used in that country and that country is in the European Union or is mentioned by name in Section 3.

Any accident, injury, loss, damage or liability while Your Vehicle is outside the Territorial Limits unless allowed under Section 3.



Section 10

General Conditions Applying to the Whole Policy.

You must comply with the following Conditions to have the full protection of Your Policy. If You do not comply with them, We may cancel the Policy or refuse to deal with Your claim or reduce the amount of any claim payment.

Reasonable Precautions

You must take all reasonable precautions to maintain Your vehicle and Your trailer in both a safe and roadworthy condition and protect it from damage or loss.

You and any Authorised Driver must ensure that all laws, rules and regulations regarding the use of the vehicle are being adhered to at all times.

Duty of Fair Presentation

You must make a fair presentation of the risk (as set out in the Insurance Act 2015 or successor or amending legislation) in proposing for, or varying this insurance. This should be read in conjunction with Section 12, Regulatory Information - 'Important Legislation'.

Misrepresentation

Where We identify misrepresentation, non-disclosure or fraud, or any attempt to gain an advantage under this insurance to which You are not entitled, We may apply one or more of the remedies listed below:

- a) Agree with You to: amend Your policy to record the correct information, apply any required change in; premium, policy terms and conditions;
- b) Reject or pay only a proportion of Your claim;
- c) Not return to You any premium paid;
- d) Cancel the policy;
- e) Void the policy (which means to treat the policy as though it never existed).

Fraudulent Claims

If You or anyone acting on Your behalf makes a fraudulent claim under this policy, We:

- a) Are not liable to pay the claim;
- b) May recover any part of the claim already paid from You;
- c) May by notice to You treat this policy as having been terminated from the time of the first fraudulent act, and shall not be liable in respect of a relevant event occurring after that time and may retain any premium.

These remedies shall not be available against any other entity insured under this policy that was not implicated in the fraud.

Accident/Claims Notification

You must report all accidents involving Your vehicle(s) as quickly as possible and within 72 hours of the incident regardless of blame. You can report accidents and claims by telephone 24 hours a day, 365 days a year on 0330 9008931.

It is important to report claims to us early so that We can provide You with prompt assistance and be able to control the cost of claims.



You must:

- a) Upon receipt, immediately send to us every claim form, writ, legal process or other communication in connection with any accident;
- b) Inform us immediately of any impending prosecution, coroner's inquest or fatal inquiry;
- c) Notify the police as soon as possible of any theft, or damage by attempted theft or other criminal acts and provide the police with all assistance necessary;
- d) Give us all information and assistance We require, including access to the vehicle involved for Inspection by us or anyone appointed by us;
- e) Allow us, in Your name or the name of anyone entitled to indemnity under this policy to have full control in the conduct of all matters arising from an accident which causes a claim (including any amount within any excess or self-insured retention) and where We require, the absolute conduct and control of all negotiations, defence, recoveries and settlements.

You must not:

- a) make any admission of liability or offer or promise of payment without our written consent;
- b) effect any repairs to a damaged vehicle without our prior approval.

Total Losses

If a vehicle be deemed a total loss, You will not be entitled to any refund of premium should the vehicle be removed from the policy.

Hire Purchase and Leasing Agreements

If a vehicle is the subject of a hire purchase, lease agreement or other credit purchase agreement, payment in respect of the total loss of the vehicle under this policy shall be made to the legal owner whose receipt shall be a full and final discharge of our liability in respect of such loss or damage.

Right of Recovery

If We are required to settle a claim in order to comply with the law applying to any country in which this policy operates, and which We would not otherwise be required to pay because of a breach of policy conditions, You shall repay to us the amount paid and any associated costs incurred to include repayment to Us of any money We have to pay because of any agreement we have with the MIB.

Arbitration

If We accept Your claim, but disagree with the claim amount, the matter will be passed to an independent arbitrator (to whom We must both agree). When this happens, the arbitrator must make a decision before You can start proceedings against us.

Cancellation

You may cancel this policy at any time by giving notice to Your broker in writing. Subject to our receipt of Your instructions and providing there have been no claims or incidents likely to give rise to a claim in the current Period of insurance, We will refund the premium relating to any unused portion of cover using the following scale;

Short Period Rates

Period on risk not exceeding Percentage of annual premium returned

1 Month	75%
2 Months	65%
3 Months	50%
4 Months	40%
5 Months	30%
6 Months	20%
7 Months	10%
Over 7 Months	Nil



We may cancel this policy by giving You seven (7) days' notice by recorded delivery to Your correspondence address shown in the schedule. Unless otherwise stated in this policy, if We cancel this insurance We will return a pro-rata share of the premium to You.

Below are examples (but not an exhaustive list) of why Your insurance could be cancelled:

- a) You or anyone else covered by this insurance has not met the terms and conditions of the insurance;
- b) A change in Your circumstances means We can no longer provide cover;
- c) You misrepresent or fail to disclose information that is relevant to Your insurance;
- d) You harass any member of our staff or show abusive or threatening behaviour towards them;
- e) Non-payment of premium (there will be no refund of premium as a result of Your failure to pay the full premium).

Once either You or We have issued a notice of cancellation, We will not provide a refund of premium for any deleted vehicle between the date of notification and expiry of the policy.

Joint Indemnity/Cross Liability

If this policy is issued in the name of more than one party, the insurance provided by this policy shall apply as if separate policies had been issued to each of the parties jointly named as the insured but our total liability for all claims shall not exceed the limits of Indemnity stated in this policy.

Changes During the Policy Period

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

Supply of Vehicle Information

Unless otherwise agreed by Us, You must supply to Us in writing details of the vehicle(s) whose use is covered by Your policy for entry onto the Motor Insurance Database (MID). Additionally, You must tell Us of all changes of vehicle(s), including any additions or deletions, whether permanent or temporary. Such changes may be subject to an adjustment of premium.

Records

We may hold documents relating to this policy and any claims under it in electronic form and may destroy the originals. An electronic copy of any such document will be admissible in evidence to the same extent as and carry the same weight as the original.

Sanction Limitation and Exclusion

We shall not provide cover nor be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any country.



Section 11

General Information

Data Protection Notice

This Data Protection Notice explains how We may use Your details. It tells You about the registers and databases that We and others have in place, which help to detect and prevent fraudulent applications and claims and must be shown to any party related to the insurance. All phone calls relating to applications and claims may be monitored and recorded and the recordings used for fraud prevention and detection, training and quality control purposes. Your privacy is important to Us and We assure You that We will respect Your personal information. We will share information with other insurers and We will use Your information to manage Your insurance with Us, including underwriting, claims handling and statistical analysis. Please be aware this may include disclosing Your personal information to any agents who provide services on Our behalf, including those located outside the European Economic Area. By accepting this insurance You consent to such use of Your personal data. Please refer to the supplementary document titled "Data Protection Notice".

Sensitive Data

In order to assess the Terms of the insurance contract or administer claims which arise, We may also need to collect sensitive data such as medical history or criminal convictions. We will not use this data except for the specific purpose for which You provide it and to provide the services described in this Policy Wording document.

For more information on Data Protection legislation You may also write to the Information Commissioner's Office at: Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF.

Telephone: 0303 123 1113

E-mail: casework@ico.org.uk

Access to Your Information

You can write to Us at any time to obtain details of the information held about You.

Please write to:

Data Protection Officer,
Somerset Bridge Ltd,
Lysander House, Catbrain Lane,
Cribbs Causeway,
Bristol, BS10 7TQ.

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 to 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 incident (either in the United Kingdom, 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 incident (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 mark. If it is incorrectly shown on the MID You are at risk of having Your Vehicle seized by the police. Please let Us know immediately if Your vehicle registration mark is showing incorrectly on Your documents. It is a legal requirement in Great Britain to have continuous insurance in place for Your Vehicle and if there is no record on the MID showing Your Vehicle is insured and You have not declared it as “off road” by completing a SORN (Statutory Off Road Notification), You may receive a letter from the DVLA advising that You could receive a fine or prosecution and the Vehicle could also be clamped, seized and ultimately destroyed. You can check that Your correct registration number details are shown on the MID website at www.askmid.com.

You should show this notice to anyone insured to drive Your Vehicle covered under this Policy.

DVLA My Licence

This Section explains how We may use details You provide Us with. You should show this notice to anyone covered or proposed to be covered under this Policy / prospective Policy. For details relating to information held about You by the Driver and Vehicle Licensing Agency (“DVLA”) please visit www.dvla.gov.uk.

- a) For Insurance underwriting purposes, i.e. to examine the potential risk in relation to Your (and/or a third party’s) prospective Policy so that We can:
 - i. Provide Your (or any person included on the proposal) Driving Licence Number (“DLN”) to the DVLA to confirm Your (or relevant person included on the proposal) licence status, entitlement and relevant restriction information and Endorsement/conviction data. Searches may be carried out prior to the date of the insurance Policy and at any point throughout the duration of Your insurance Policy, including at the mid-term adjustment or renewal stage. A search of the DLN with the DVLA should not show a footprint against Your (or another relevant person included on the proposal) driving licence.
 - ii. Search Your (or any person included on the proposal) ‘No Claims Bonus’ details against a No Claims Bonus database (“NCB”) to obtain information in relation to Your ‘No Claims Bonus’ entitlement. Such searches may be carried out against Your (or the relevant person included on the proposal) DLN, name, date of birth, Vehicle Registration Mark (“VRM”) and / or postcode. A search of the DLN against the NCB should not show a footprint against Your (or another relevant person included on the proposal) driving licence. Searches may be carried out at point of quote and if an insurance Policy is inceptioned at the renewal stage.
- b) For Anti-Fraud Purposes, i.e. to detect and prevent fraudulent claims and/or activities by:
 - i. Undertaking searches against Your (or any person included on the proposal) DLN against details held by the DVLA to confirm Your licence status, entitlement and restriction information and Endorsement/conviction data. This helps insurers check information to prevent fraud and reduce incidences of negligent misrepresentation and non-disclosure. A search of the DLN with the DVLA should not show a footprint against Your (or another relevant person included on the proposal) driving licence.
 - ii. Search Your (or any person included on the proposal) ‘No Claims Bonus’ details against a No Claims Bonus database (“NCB”) to obtain information in relation to Your ‘No Claims Bonus’ entitlement. Such searches may be carried out against Your (or the relevant person included on the proposal) DLN, name, date of birth, Vehicle Registration Mark (“VRM”) and / or postcode. A search of the DLN against the NCB should not show a footprint against Your (or another relevant person included on the proposal) driving licence.



Fraud Prevention and Detection

If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

In order to prevent and detect fraud We may at any time share information about You with other organisations and public bodies including the police. We may check and/or file Your details with fraud prevention agencies and databases, and if You give Us false or inaccurate information and We suspect fraud, We will record this.

We and other organisations may also search these agencies and databases to:

- i. Help make decisions about the provision and administration of insurance, credit and related services for You and members of Your household;
- ii. Trace debtors or beneficiaries, recover debt, prevent fraud and to manage Your accounts or insurance policies;
- iii. Check Your identity to prevent money laundering, unless You furnish Us with other satisfactory proof of identity;

In addition, We may undertake credit searches and conduct additional fraud searches to establish the identity of any person applying for insurance and validity of Policy information.

Credit Searches and Accounting

In assessing an application for insurance or Policy renewal, We may search files made available to Us by credit reference agencies. They keep a record of that search. We may also pass to credit reference agencies information We hold about You and Your payment record with Us. Credit reference agencies share information with other organisations, enabling applications for financial products to be assessed or to assist the tracing of debtors, or to prevent fraud. We may ask credit reference agencies to provide a credit scoring computation. Credit scoring uses a number of factors to work out risks involved in any application. A score is given to each factor and a total score obtained. Where automatic credit scoring computations are used by Us, acceptance or rejection of Your application will not depend only on the results of the credit scoring process.

Please contact Your Broker if You want to receive details of the relevant fraud prevention agencies. We and other organisations may access and use from other countries the information recorded by fraud prevention agencies. Some of the registers We make use of are:

- a) The Claims and Underwriting Exchange (CUE). This is administered by the Motor Insurance Bureau (MIB). The CUE database is used by most United Kingdom insurers and holds details of most motor and household insurance claims;
- b) Insurance Hunter. This is a central insurance anti-fraud system to which other insurers also have access. This database is designed to combat activities such as identity theft and money laundering;
- c) The Motor Insurance Anti-Fraud and Theft Register (MIAFTR). This central database contains details of stolen and written off vehicles. This is administered by the MIB.

To protect Your interests, We will check any information provided against these registers for completeness and accuracy. If We find that false or inaccurate information has been given to Us, or We suspect fraud We will take action, which could result in prosecution. You should show this notice to anyone insured to drive Your Vehicle covered under this Policy.



Section 12

Regulatory Information

Your Insurer(s)

The insurer(s) of Your Policy will be clearly shown on Your Certificate of Motor Insurance:

Watford Insurance Company Europe Limited, P.O. Box 1338, First Floor Grand Ocean Plaza, Ocean Village, Gibraltar. Registered in Gibraltar number 112869. Authorised and regulated by the Gibraltar Financial Services Commission.

Alwyn Insurance Company Limited, P.O. Box 1338, First Floor Grand Ocean Plaza, Ocean Village, Gibraltar. Registered in Gibraltar number 106261. Authorised and regulated by the Gibraltar Financial Services Commission.

Several Liabilities Notice

Your Policy is underwritten by more than one insurer. The insurer(s) of Your Policy are detailed on Your Certificate of Motor Insurance. If, for any reason one of the insurers is unable to fulfil all or part of its responsibility to You under Your Policy, You may be entitled to compensation from the Financial Services Compensation Scheme (FSCS). This is because the remaining insurers are not responsible for compensating You for the insurer that is unable to fulfil its obligations to You.

Financial Services Compensation Scheme (FSCS)

We are covered by the FSCS. You may be entitled to compensation from the scheme in the unlikely event We cannot meet Our obligations to You. This depends on the type of insurance, size of the business and the circumstance of the claim.

Further information about the compensation scheme arrangements is available from FSCS (www.fscs.org.uk).

Complaints

Complaints Procedure

It is always Our intention to provide You with a high level of customer service. However, if Our service ever falls below the standard You would expect, please let Us know in writing by emailing complaints@sbgl.co.uk.

You may also contact Us by post; please send this to:

Complaints Department
Somerset Bridge Limited
Office 3A-C Leisure Island Business Centre,
23 Ocean Village Promenade,
Gibraltar.

If You make a complaint and it cannot be resolved immediately or within 3 working days, We will send You a written acknowledgement. This acknowledgement letter will let You know who is dealing with Your concerns.

We will endeavour to resolve the matter as soon as possible. We will fully investigate Your complaint using all the information available to Us, and Our Complaints Department will make every effort to address Your concerns.



To ensure We deal with Your complaint fully Our investigations can sometimes take a little longer. If they do, We will provide You with a final response within eight weeks or explain Our position and provide timescales for responding. If Our investigations are likely to take longer than four weeks We will keep You fully informed of the position until We are able to provide You with a final response.

The Financial Ombudsman Service (FOS)

Should We fail to offer You a final response within eight weeks of the initial date of Your complaint, or if You are not satisfied with Our response, You may refer the dispute to the Financial Ombudsman within six months of receiving Our final response letter. If You do not refer Your complaint in time, the Ombudsman will not have our permission to consider Your complaint and so will only be able to do so in very limited circumstances. For example, if the Ombudsman believes that the delay was as a result of exceptional circumstances.

Their address is:

Financial Ombudsman Service,
South Quay Plaza,
183 Marsh Wall
London, E14 9SR
Tel: 0800 023 4567 or 0300 123 9 123
Email: complaint.info@financial-ombudsman.org.uk

Nothing in this process will adversely affect Your rights of law.

If Your complaint concerns Your Broker

Please contact Your broker directly using the contact details listed on their website.

Customer Comments

To ensure that We provide the kind of service You expect We welcome Your feedback in order that We can improve Our products and services. If You have any comments or suggestions about Our cover, services or any other feedback please email information@sbgl.co.uk.

Use of Language

Unless otherwise agreed, the contractual Terms and other information relating to this contract will be in English.

Important Legislation Insurance Act 2015

The duty of fair presentation applies to non-consumer insurance contracts only. “A non-consumer insurance contract” means a contract of insurance that is not a consumer insurance contract. Under the Insurance Act 2015, before You enter into an insurance contract, You must make a fair presentation of the risk to Us. A fair presentation of the risk is one in which every material representation is a fair representation of the risk, and one which every material representation as to Our belief is made in good faith.

Disclosure of every material circumstance which You know or ought to know, or failing that, ensure that disclosure gives the insurer sufficient information that it needs to make further enquiries for the purpose of understanding those material circumstances.

Failure to present a fair presentation of risk may mean Your Policy is invalid and that it does not operate in the event of a claim. If We would not have entered into the insurance contract, on any terms, We may avoid the contract, refuse all claims and issue You with a full refund of premium monies paid.



Deregulation Act 2015

The Deregulation Act 2015 changed the way Certificates of Motor Insurance are treated. Previously, it was a requirement for a Certificate of Motor Insurance to be delivered to a motorist before their insurance was considered to be valid, this is no longer the case. There is now a greater reliance on the Motor Insurance Database (MID) for identifying that the relevant cover is in place for a motor vehicle. Prior to the Deregulation Act 2015, it was an offence for a motorist not to return their Certificate of Motor Insurance when the Period of Insurance ended, this is now longer necessary.

In order to confirm that You have effective motor insurance for Your Vehicle, We strongly recommend that You check MID, which can be accessed at www.askmid.com.

Please note that if You have any communications from Us regarding the cancellation of Your Policy, MID will be updated in line with such communication. The holding of a Certificate of Motor Insurance no longer evidences that You have a valid and existing Policy of insurance.

