



## Commercial Vehicle Insurance Policy Wording



Claims helpline: 0344 854 0677  
[www.kitsuneassociates.co.uk](http://www.kitsuneassociates.co.uk)

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# Welcome to Kitsune Commercial Vehicle Insurance

In Your motor insurance pack You should have five documents: This Policy Booklet, a Policy Summary, a Policy Schedule, a Statement of Insurance and the Certificate of insurance. Please be sure to read through all the documents carefully to ensure that You fully understand the Cover provided. The insurance provided is based on the information You provided, however please inform us immediately if any of the information stated in these documents is not correct. If You do not do so then the Policy may not be valid and may not cover You in the event of a claim.

Whilst Your Policy is with Us, should You have any changes that may affect your insurance You must inform Your Broker immediately, alternatively if You are unsure then please contact Your Broker so that We can ensure that Your Policy is correct and up to date to avoid invalidation of Your Policy.

## *Useful Contact Details*

For claim reporting please call Our 24 hour claims help team on 0344 854 0677

For Windscreen claims please use 0344 854 0677

For changes on Your Policy please contact Your Broker

Kitsune Associates Limited incorporated and registered in England and Wales with Company number 10561229, registered office Brightside Park, Severn Bridge, Aust, Bristol, BS35 4BL. Kitsune Associates Limited is registered as an Appointed Representative of Brightside Insurance Services Ltd who are authorised and regulated by the Financial Conduct Authority, register number. FRN 302216.

# Your Motor Policy

This document is one of five that make up Your insurance contract. The other three are the Motor Policy Schedule, the Certificate of Motor Insurance, Statement of Insurance and the Insurance Product Information Document. If any of the details are incorrect You must inform Your Broker immediately, if You do not You might not be covered properly and Your Policy may be cancelled or Your claim rejected or not fully paid.

If You have any concerns with Your Policy, features and benefits, Terms or conditions, please contact Your Broker.

Any Excess(es) or Endorsement(s) that are applied to Your Policy will be shown on Your Motor Policy Schedule.

## *Use of Language*

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

## *Customers with Disabilities*

This Policy and other associated documentation are also available in large print, audio and Braille. If You require any of these formats please contact Your Broker.

## *Telephone Call Recording*

For the protection of You, Your Broker and Kitsune Associates, telephone calls may be recorded and/or monitored.

## *Important Notice*

When purchasing, amending and renewing Your insurance, You must take care to answer all questions honestly and to the best of Your knowledge. If You do not answer the questions correctly and honestly, Your Policy may be cancelled or Your claim rejected or not fully paid. If You are unsure about disclosing any matter please contact Your Broker for guidance.

Your premium is based on the information You supplied to Us in the most recent Statement of Information. You must check the details carefully as We expect You to provide complete and accurate information when You take out Your insurance Policy, throughout the lifetime of the Policy and when You renew Your insurance.

You are reminded that it is an offence under the Road Traffic Act to make any false statements or withhold any relevant information to obtain a Certificate of Motor Insurance.

You should keep a record of the information You give in relation to this Policy. If You fail to take reasonable Care to provide complete and accurate information to the best of Your knowledge and belief when You take out Your insurance Policy or if You do not tell Us about any changes, We may:

- revise the premium and/or Excess/Endorsement;
- reject Your claim;
- reduce, make deductions from or pay only a proportion of Your claim;
- cancel or invalidate the Policy;
- void the Policy, which means to treat the Policy as though it never existed;
- do a combination of the above.

Where We identify misrepresentation or fraud or any attempt to gain an advantage under this insurance to which You are not entitled, premiums paid may be forfeited. We will work out any premium You owe Us by charging You on a pro rata basis for the time You have been covered by this Policy.

Once You have told Your Broker about the change We will reassess Your cover and premium. Some changes may result in either a reduced premium or You may need to pay an additional premium and some changes may be unacceptable to Us.

This insurance will only apply if:

- the person claiming has kept to all the Terms of this Policy;
- all the information is complete and has been given honestly and to the best of Your knowledge and belief.

### ***Administration Fees***

If You require to make any permanent changes to Your Policy during your period of insurance, You may incur an administration fee regardless of the amendment.

Mid-term adjustment fee*	£20
Cancellation during the 14 day cool off period fee	£20
Cancellation after the 14 day cool off period fee	£50

\*A mid-term adjustment is classed as any change You make to Your Policy after the inception date of Your Policy.

# Claims Helpline

## If You have an Accident, Incident, Loss or Damage

### *Contact Us*

You must call the 24 hour Claims Helpline on 0344 854 0677 as quickly as possible following the incident (preferably within 24 hours but ideally within 1 hour of the incident). This is regardless of whether You wish to make a claim under the Policy or not. Delay in notification of an incident may invalidate Your right to claim.

### *Theft*

If there has been a Theft, attempted Theft or Vandalism You must also inform the police and obtain a crime reference number.

### *Information for us*

When You call the claims team, please have ready Your current Certificate of Motor Insurance, details of the driver if other than Yourself, Your Vehicle, and details of the incident. You will also need to provide the crime reference number when reporting a Theft, attempted Theft or vandalism.

### *Claims Helpline*

By calling the Claims Helpline You also get the assistance of the third party loss recovery service which includes a guaranteed replacement vehicle. Please see below for more information regarding the claims helpline and claims settlement.

When You call the Claims Helpline after You have had an accident where a third party is deemed to be responsible, the claims team will arrange a temporary replacement vehicle by way of credit hire from (or by way of other appropriate arrangements with) the approved providers for Your use until Your vehicle is returned to You in a condition fit for use or a reasonable offer is made to You for the settlement of Your vehicle claim, whichever is the sooner.

### *Windscreen Claims Notification*

To make a claim, please contact the Claims Helpline on 0344 854 0677 to arrange for replacement or repair of Your windscreen or windows. Windscreen and glass cover is set out in Section 7 of the Policy (applies to comprehensive cover only).

## ***Replacement Vehicle***

You must establish Our claim team's reasonable satisfaction that You need such a Replacement Vehicle (e.g. Your Vehicle is not roadworthy or Your Vehicle is at a garage for the Accident repairs) and all the following information must be supplied to the Claims Helpline within 14 days of the Accident:

- a. The name of the Third Party;
- b. The registration number of the Third Party's vehicle;
- c. Contact details for the Third Party; and
- d. The Third Party's insurance details (the name and telephone number of the insurer and the relevant Policy number).

Guaranteed Replacement Vehicle is not available when an Accident has occurred outside of the UK.

The 24 hour Claims Helpline will be able to give You access to the Approved Repairer network. The benefits of using the Approved Repairer network will depend on the level of Policy cover You selected but can include:

- a. FREE collection and re-delivery;
- b. FREE vehicle cleaning service;
- c. FREE guaranteed courtesy car;
- d. Repairers' work guaranteed for five years.

## ***Courtesy / Loan Vehicle***

Where the cover type is comprehensive and following the report of an incident via the claims helpline where there isn't a known third party deemed to be responsible (non-recoverable claim) and Your Vehicle is deemed repairable, Our approved repairers will loan a Vehicle to You whilst Your Vehicle is being repaired.

While You are in possession of the courtesy Vehicle, cover for loss of or damage to the vehicle will be provided by Us in accordance with this Policy, its Terms, Endorsements and conditions, including Excesses for which You will be responsible. You are not required to inform Us when You are supplied with a courtesy Vehicle from Our Approved Repairer. We will not make a charge for this cover.

If the parts required to repair Your Vehicle are not immediately available to Our Approved Repairer We reserve the right to withhold the provision of a courtesy Vehicle until such time as the necessary parts are available and repair work can proceed.

If Your Vehicle is accepted by Our Approved Repairer as being a repairable proposition, but it is subsequently deemed by Us to be beyond economical repair, We reserve the right to withdraw the courtesy Vehicle immediately.

The courtesy Vehicle will be supplied subject to Our Approved Repairer's standard Policy Terms and conditions, for use in the United Kingdom only. Our aim is to keep You mobile rather than the courtesy Vehicle being a replacement for Your Vehicle in terms of status or performance.

You will not receive a courtesy Vehicle from Us if You use a non-approved repairer, We do not provide cover for You to drive a courtesy Vehicle if it is provided to You by a non approved repairer.

- Any accidents or losses while You are in possession of the courtesy Vehicle must be reported to Us immediately, and may affect Your No Claims Discount.
- Driving of the courtesy Vehicle will be limited solely to those persons named on Your Certificate of Motor Insurance, and the use of the Vehicle will be restricted to the use described on that certificate.
- You must return the courtesy Vehicle to the Approved Repairer either when We ask You to do so or if this insurance falls due for renewal and You fail to renew it with Us. Once Your Policy has expired, We will cease to insure Your Vehicle and any consequence Vehicles You are using as a result of claim, including but not limited to courtesy Vehicles provided by the repair garage.
- Repairs completed by a non-approved repairer will not be guaranteed for any length of time.

**Please read the General Conditions in this Policy document and the claims procedure.**



# General Advice Following an Accident or Incident:

## *Stop*

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

Do not admit responsibility, either verbally or in writing. Instead, ask any other person involved in the accident to contact the 24 hour Claims Helpline number 0344 854 0677.

By getting the other person(s) involved in the accident to ring the 24 hour Claims Helpline You will give him/her the opportunity of obtaining Our assistance in progressing repairs and assisting with the provision of a courtesy vehicle if the circumstances of the accident warrant this.

If for any reason You have not been able to exchange details with other drivers or owners 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.

## *Take a Photo*

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

## *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).

## *Note Down*

You will need to make a note of:

- a. The other party's vehicle registration number, name, address and telephone number of any other drivers involved in the accident.
- b. The number of passengers in each vehicle.
- c. The name and address of anyone who is injured (or suggesting they have been injured).
- d. The name, address and telephone number of any witnesses to the accident.
- e. The name, telephone number and constabulary of any police officer who attends the accident.
- f. Details of what happened including if anything/anyone outside of the vehicles involved were damaged or injured.

## *Provide*

You must give Your own details to anyone who has reasonable grounds for requesting them. If You have a dashcam recording at the time of the incident or loss, then to support Your claim please send in the footage to the claims handler.

# Your Contract

## *Documents*

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

- This Insurance Policy Document;
- The Motor Policy Schedule;
- The Certificate of Motor Insurance;
- The Statement of Insurance
- The Insurance Product Information Document

## *Your Policy Information*

If any of the details are incorrect You must inform Your Broker immediately, failure to do so may result in Your insurance not protecting You in the event of a claim. If You have any questions concerning Your insurance, please contact Your Broker immediately. If, at any stage You would like to receive a new copy of Your Policy Wording, please contact Your insurance Broker who will be happy to provide this. If You have any concerns with this Policy, or You do not understand it or any Terms contained in it, You should contact Your Broker immediately.

This document along with Your Certificate of Motor Insurance and Motor Policy Schedule are evidence of a contract of insurance between Your Broker, Us and You. This contract is entered into on the basis that You have taken 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 and has been given honestly and to the best of Your knowledge and belief. The information that You have given to Us is shown on Your Statement of Information but will also include further information given either verbally or in writing by You or on Your behalf at the time You applied for insurance. Failure to supply accurate and complete answers may mean that Your Policy is invalid and does not operate in the event of a claim.

## *Cover Provided*

In return for You paying to pay the premium, We will provide, subject to the Terms and Endorsements contained in or endorsed upon this Policy, the cover shown in Your Motor Policy Schedule for accident, injury, loss or damage that happens during the Period of Insurance.

## *Statement*

Nobody other than You (the Insured) and the Insurer shown on Your Motor Policy Schedule has any rights that they can enforce under this contract except for those rights that they have under road traffic law in any country in which this insurance applies. This clause does not affect any rights enforceable under the Third Parties (Rights Against Insurers) Act 2010.

**Please keep this Policy in a safe place as You may need to refer to it if You need to make a claim.**

## Protection Against Fraud

Insurance fraud has an impact on both Us and our customers, so We take certain measures to prevent it

When purchasing, amending and renewing Your insurance, You must take all reasonable care to answer all questions honestly and to the best of Your knowledge and not make a misrepresentation to us. If You deliberately or recklessly answer the questions inaccurately or otherwise misrepresent the proposed risk we:

- a) May avoid or cancel the policy and refuse all claims; and
- b) Need not return any of the premium, except to the extent (if any) that it would be unfair to retain it.

If we believe You make a legitimate mistake and You did not deliberately or recklessly answer a question inaccurately or otherwise misrepresent the proposed risk and we would not have entered into this policy if we had the true information, we may by notice to you treat this policy as having been terminated from its inception, so we may refuse all claims but we shall return the premium.

In all other cases if we believe You make a legitimate mistake and You did not deliberately or recklessly answer a question inaccurately or otherwise misrepresent the proposed risk if, but for the mistake, we would have entered into this policy but:

- a) on different terms (other than terms relating to the premium), we may require that this policy is treated as if it had been entered into on those different terms from the outset; or
- b) would have charged a higher premium, we may reduce the amount to be paid on a claim and, if applicable, the amount already paid on prior claims.

Your premium is based on the information You supplied to Us in the most recent Statement of Information. You must check the details carefully as We expect You to provide complete and accurate information when You take out Your insurance Policy, throughout the lifetime of the Policy and when You renew Your insurance otherwise we may effect the appropriate remedy described above. .

You are reminded that it is an offence under the Road Traffic Act to make any false statements or withhold any relevant information to obtain a Certificate of Motor Insurance.

When You have told Your Broker about any changes We will reassess Your cover and premium. Some changes may result in either a reduced premium or You may need to pay an additional premium and some changes may be unacceptable to Us

This insurance will only apply if the person claiming has kept to all the Terms of this Policy; all the information is complete and has been given honestly and to the best of Your knowledge and belief.

In addition, if We find that fraud has been committed We may:

- Inform the police, which could result in prosecution
- Pass details to fraud prevention agencies. Law enforcement agencies may access and use this information

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

- Help make decisions about the provision and administration of insurance, credit and related services for You and members of Your household;
- Trace debtors or beneficiaries, recover debt, prevent fraud and to manage Your accounts or insurance policies;
- 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, which may include requests for copy driving licences, utility bills and other documentation to verify the identity of any person applying for insurance.

# Definitions

Whenever the following words or phrases appear and start with a capital letter, throughout this booklet, they will have the meanings as described below.

## ***Accessory/Accessories***

Any permanently fitted standard parts, products or equipment specifically designed to be fitted to Your Vehicle. Some motor Vehicle 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. (For the sake of clarity, In-Vehicle Entertainment, Communication and Navigation Equipment permanently fitted to Your Vehicle is not an Accessory).

## ***Approved Repairer***

A repairer that is authorised by Us or Our representative to repair Your Vehicle following a valid claim under this Policy.

## ***Broker***

The intermediary, agent, or adviser who acting on your behalf has placed this insurance with us.

## ***Certificate of Motor Insurance***

The Certificate of Motor Insurance is evidence of Your insurance. It shows the Vehicle(s) We are insuring, who may drive Your Vehicle(s), what the Vehicle(s) may be used for and the Period of Insurance.

## ***Claims Helpline***

The claims helpline number is 0344 854 0677 and the claim management service is provided by WNS Assistance on behalf of Kitsune Associates Ltd.

## ***Cover***

The insurance We will provide under this Policy

## ***Endorsement(s)***

An extra or alternative wording that changes the Terms of Your Policy. The Endorsements, which may apply are contained within Your Policy document and shown in Your Motor Policy Schedule.

## ***Excess(es)***

The amount(s) You must pay towards each claim You make under this Policy. The Excess is the first part of any payment of a claim. The amount of the Excess(es) will be shown in the Motor Policy Schedule.

## ***Fire***

Fire, self-ignition, lightning and explosion.

## ***Geographical Limits***

The United Kingdom (UK), including Great Britain (England, Scotland, and Wales), Northern Ireland, Isle of Man and the Channel Islands.

## ***Hazardous Goods***

Goods requiring the display of a hazard warning (Hazchem or ADR) panels and/or Trem cards whilst the goods are being carried.

## ***Kitsune Associates Ltd / Kitsune***

Kitsune is an appointed representative of Brightside Insurance Services Ltd who are authorised and regulated by the Financial Conduct Authority.

## ***Market Value***

The cost of replacing Your Vehicle in the United Kingdom with one of a similar make, model, specification, mileage, age and condition as at the time of loss or damage as assessed by an automotive engineer in conjunction with published trade guides.

## ***Motor Policy Schedule***

The Motor Policy Schedule should be read in conjunction with the Policy and forms part of the contract of insurance. It provides details of Your Vehicle, cover, Endorsements, premium and any Excess that may apply to Your Policy.

## ***Partner***

Your husband, wife, civil partner or someone who You are living with in a long term permanent relationship as if You are married to them.

## ***Period of Insurance***

The period of time that commences and expires on the date(s) and time(s) shown in Your Motor Policy Schedule.

## ***Policy***

This Policy Booklet, a Policy Summary, a Policy Schedule, a Statement of Insurance and the Certificate of insurance.

## ***Road Traffic Act***

The acts, laws or regulations which govern the driving or use of motor vehicles in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

## ***Statement of Insurance***

A record of statements that You have made and information You have confirmed to Us. This includes information given on your behalf and verbal information provided.

## ***Terms***

The terms, exclusions, conditions and limits of Your Policy.

## ***Terrorism***

Where the use or threat is designed to influence the government or an international governmental organisation or to intimidate the public or a section of the public or the use or threat is made for the purpose of:

- Advancing political, religious, racial or ideological cause or,
- The benefit of a prescribed organisation under the Terrorism Act 2000.

The use or threat of action which;

- Involves serious violence against a person,
- Involves serious damage to a property,
- Endangers a person's life, other than that of other person committing the action,
- Creates a serious risk to the health or safety of the public or a section of the public, or
- Is designed to seriously interfere with or to seriously disrupt an electrical system.

## ***Theft***

The taking of or the attempted taking of Your Vehicle without permission.

## ***Trailer***

Any drawbar trailer, semi-trailer, horsebox, caravan or Vehicle which is towed by Your Vehicle.

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

Kitsune Associates Limited acting as agent for Accredited Insurance (Europe) Limited.

## ***You/Your***

The person or persons named as policyholder or proposer on Your Motor Policy Schedule, Statement of Information and Certificate of Motor Insurance.

## ***Young and/or Inexperienced Driver***

A driver who is either:

- a. under the age of 25.
- b. 25 years of age and over but has not yet held a Full UK/EU licence for a full 12 months period.

## *Your Insurer*

Accredited Insurance (Europe) Limited.

Accredited Insurance (Europe) Limited is authorised and regulated by the Malta Financial Services Authority and is subject to limited regulation by the UK's Financial Conduct Authority and the Prudential Regulation Authority under Firms Registration Number (FRN) 608422.

Accredited Insurance (Europe) Limited is licensed in accordance with the Insurance Business Act, 1988 (Chapter 403, Laws of Malta) to carry out insurance and reinsurance business.

## *Your Vehicle*

The motor vehicle which is stated on the schedule together with its accessories.



# Policy Cover

	Comprehensive Cover	Third Party Fire and Theft (TPF&T)	Third Party Only (TPO)
Section 1. Loss of or Damage to Your Vehicle	✓	✓*	✗
Section 2. Liability to Third Parties	✓	✓	✗
Section 3. Medical Expenses	✓	✗	✗
Section 4. Emergency Medical Treatment	✓	✓	✗
Section 5 Replacement Keys and Locks	✓	✗	✗
Section 6. No Claims Discount	✓	✓	✗
Section 7. Windscreen and Glass Cover	✓	✗	✗
Section 8. Foreign Travel & European Cover	✓	✓	✗
Section 9. Servicing or Repair	✓	✓	✗
Section 10. Personal Belongings	✓	✗	✗
Section 11. Child seats	✓	✓*	✗
Section 12. Personal Accident	✓	✗	✗

The General Conditions and General Exclusions apply to all sections of this Motor Insurance Policy.

\*Only applies to TPF&T policies where the loss or damage has been caused directly by Fire or Theft.

# Section 1. Loss or Damage to Your Vehicle

## *Loss of or Damage to Your Vehicle or Accessories*

We will pay for accidental damage or malicious damage to Your Vehicle including damage caused by vandalism.

In the event of loss or damage to Your Vehicle or Accessories We will either:

- Repair the damage;
- Replace what is lost or damaged beyond economical repair;
- Pay for the cost of the loss or damage.

We can choose which of these actions We will take for any claim We accept.

## *Maximum Payment*

The most We will pay for Your Vehicle and attached Accessories at the time of the loss or damage (subject to the limits applicable to in-Vehicle entertainment, communication and navigation equipment as shown below) will be one of the following (whichever is lowest):

- Market Value of Your Vehicle
- The amount outstanding under the leasing agreement for Your Vehicle
- The value of the vehicle that You declared to us at the commencement of the period of Insurance (please refer to Your Policy Statement of Insurance to confirm the amount You have declared)

If Your Vehicle is owned by somebody else (and We are aware of this and have agreed Cover) or is the subject of a hire purchase agreement, We will make any cash payment to the legal owner unless the owner specifically agrees otherwise

## *Unroadworthy Vehicle*

If Your Vehicle cannot be driven because of the loss or damage; covered under this Policy We will pay the cost of protecting Your Vehicle and taking it to an Approved Repairer. After it has been repaired We will pay the cost of returning it to You.

## *Parts*

If a replacement for any damaged Accessory or part for Your Vehicle is not available We will pay the value of the Accessory or part at the time of the loss. We may use Accessories or parts, which are not made or supplied by the manufacturer of Your Vehicle but are of a similar type and quality to the parts We are replacing. We reserve the right to replace any parts with a part that is standard to the manufacture of the Vehicle. If Your Vehicle has been modified and this has not been disclosed to Us when taking out cover Your claim may be rejected and this Policy invalidated. We will not be responsible for additional storage costs caused by the unavailability of an Accessory or part nor the cost of importation of any Accessory or part into the United Kingdom. We will not pay more than the manufacturer's list price for any replacement component part or Accessories.

## ***Excess(es)/Endorsement(s)***

For full details of any Excess(es)/Endorsement(s) which may apply to a particular claim, please refer to Your Motor Policy Schedule. Excesses will be increased if Your Vehicle is driven by or is in the charge of a Young and/or Inexperienced Drivers, these will show on Your Policy Schedule if applicable.

## ***Young/Inexperienced Drivers***

If Your Vehicle or any of its Accessories or spare parts are damaged whilst Your Vehicle is being driven by, or in the charge of a person who is a Young and/or Inexperienced Driver, You will have to pay the additional Excess in addition to the compulsory and optional voluntary excess on Your Policy. The Excesses applied to Your Policy are shown in Your Policy Schedule.

## ***If Your Vehicle is a Total Loss***

During the claim process We may decide that the damage to Your Vehicle is beyond economical repair and offer a payment to settle the claim as a total loss.

A total loss is defined as a vehicle that would cost more in labour costs, parts and materials costs to repair than its pre-accident value less any salvage amount.

If, to Our knowledge, Your Vehicle is subject to a hire purchase, leasing agreement or any other similar financial agreement, any payment will be made to the owner described in that agreement and any balance of the agreed settlement sum will then be paid to You, resulting in full and final discharge by Us.

If We settle a total loss claim under this section of the Policy, Your lost or damaged Vehicle becomes Our property and You must send Us its registration document (V5 or V5C).

## ***New Vehicle Replacement***

If Your Vehicle is stolen and not recovered within 30 days or We determine that Your Vehicle is a total loss in accordance with the above clause under this section of the Policy and:

- a. You are the first registered owner of Your Vehicle from new;
- b. Your Vehicle is no more than 12 months old from the date of first registration;
- c. The repair costs exceed 60% of the new list price of Your Vehicle;
- d. We have permission from any person that has a financial interest in Your Vehicle;
- e. Your Vehicle is not subject to a lease or contract hire agreement or any other similar arrangement;

We will replace Your Vehicle with a new one of the same make, model and specification if one is immediately available. If a new Vehicle of the same make, model and specification is not available in the Territorial Limits, We will settle Your claim by giving you a cash payment.

## ***Accident Transport, Fire and Theft Recovery***

If Your Vehicle is disabled as a result of loss or damage insurance by this section, the Claims Helpline will arrange for the protection and removal of Your Vehicle and alternative transport or overnight accommodation where needed. As part of that service We will reimburse You:

- a. the cost of transporting You, Your Vehicle and any passengers to a destination within the Territorial Limit provided that they are transported to the same destination; or
- b. the cost of transporting You to a hotel. You will have to pay for the cost of this, and the hotel costs; but We will reimburse You up to £100 per person for overnight accommodation. The most We will pay for transport to the hotel and the cost of one night of hotel accommodation is £500 for any one incident. You must pay the hotel bill, but We will pay You back on receipt of the relevant bill(s) subject to the £500 limit for any one incident;

**The above benefits are subject to You having made a claim under Section 1 of this Policy.**

## ***In-Vehicle Entertainment, Communication and Navigation Equipment***

This Section will cover the loss of or damage to permanently fitted; radios, media players, telephones, CB radios and visual navigation equipment. If the items are manufacturer fitted then the cover is unlimited, otherwise there will be a limit of £500.

The cover levels shown are prior to deduction of the applicable Policy Excess.

Portable electronic goods or equipment, removable satellite navigation equipment, cell phones, smart phones, portable computers equipment (including tablets and hand held devices), audio and video equipment and media are not covered under this section.

## ***Exclusions to Section 1 of Your Policy***

We will not pay for any of the following:

- 1) Depreciation, wear and tear, mechanical, electrical and electronic breakdowns or failures, or equipment or computer malfunctions;
- 2) Reduction in value after repair;
- 3) Loss of use or value of Your Vehicle;
- 4) Damage to tyres by application of brakes or by punctures, cuts or bursts;
- 5) Loss where property is obtained or attempted to be obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, un-collectable, irrecoverable or irredeemable for any reason;
- 6) Loss resulting from repossession of Your Vehicle or return to its rightful owner;
- 7) Loss of or damage to Your Vehicle caused by a member of Your immediate family, or a person living in Your home, taking Your Vehicle without Your permission unless that person is reported to the Policy for taking the Vehicle without Your permission;
- 8) Theft or attempted Theft, malicious damage and vandalism of Your Vehicle when:

- a. ignition keys have been left in, on or within the vicinity of Your Vehicle; or
  - b. Your Vehicle has not been secured by means of door and boot lock; or
  - c. any window or any form of sliding or removable roof or hood have been left open or unlocked; or
  - d. Your Vehicle is fitted with a manufacturer's standard security device and the device is not operational or is not in use.
- 9) Loss or damage to portable electronic goods or equipment, removable satellite navigation equipment, cell phones, smart phones, portable computers equipment (including tablets and hand held devices), audio and video equipment and media.
  - 10) Any increase in damage as a result of Your Vehicle being moved under its own power following an accident, Fire or Theft, unless Your Vehicle is causing an obstruction;
  - 11) Damage caused by frost or freezing;
  - 12) The part of the cost of any repair or replacement which improves Your Vehicle beyond its condition immediately before the loss or damage occurred;
  - 13) Any loss or damage whilst You, anyone insured under Your Policy, or anyone You give authority to, undertakes any form of repairs or improvements to Your Vehicle who is not qualified to do so;
  - 14) Loss or Theft of keys or similar device, remote controls or security devices and in any of these events the replacement of locks;
  - 15) Loss or damage to any Trailer whether or not it is being towed by or attached to Your Vehicle;
  - 16) Any amount above the cost (or in the case of a vehicle of foreign manufacture the sterling equivalent of the cost) of any parts or Accessories according to the manufacturer's last published list price plus the reasonable cost of fitting;
  - 17) Any loss or damage whilst being parked by an employee of a hotel or restaurant or Vehicle parking service;
  - 18) Loss of or damage to Your Vehicle arising from confiscation or requisition or destruction by or under order of any Government or Public or Local Authority;
  - 19) Loss of or damage to Accessories and spare parts by Theft if Your Vehicle is not stolen at the same time;
  - 20) Loss of Your Vehicle through deception by someone who claims to be a buyer;
  - 21) Any storage charges unless You tell Us about them and We agree in writing to pay for them;
  - 22) Any loss of any kind directly or indirectly arising from the provision of, or delay in providing, the services to which this Policy relates, unless negligence on Our part can be demonstrated. An example of this would be the loss of wages as a result of an insured incident;
  - 23) Personal belongings that are not Accessories;
  - 24) The amount of the Excess that appears in Your Motor Policy Schedule or elsewhere in this Policy;
  - 25) Misfuelling. Loss or damage caused by putting the incorrect fuel in Your Vehicle.
  - 26) Fuel, fees, costs or any charges relating to the modification, collection, use, delivery or return of the courtesy Vehicle.

# Section 2. Liability to Third Parties

## *What You Are Covered For*

This Policy covers You for all You legally have to pay for the death of or bodily injury to any person as a result of an incident involving Your Vehicle.

This Policy also covers You for damage to any property as a result of an incident involving Your Vehicle. You will be covered under this section up to £5,000,000.

These cover limits apply to any one event or any series of incidents resulting from one event.

## *Cover Provided for Other People*

We will give the following people the same insurance cover We give You:

- Anyone You allow to drive Your Vehicle who is named to drive it in the Certificate of Motor Insurance and is not excluded by an Endorsement;
- Anyone You allow to use, but not drive, Your Vehicle for social, domestic and pleasure purposes;
- Any passenger travelling in or getting in or out of Your Vehicle.
- 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;
- Provided that the person claiming is not entitled to Cover under any other Policy; and shall, as though they were the insured, observe, fulfil and be subject to the terms, exclusions and conditions of this Policy in so far as they apply.

## *Their Legally Appointed Representatives*

If anyone insured under this Policy dies, We will transfer to their legal personal representatives the protection We provide under this Policy.

## *Defence Costs*

If there is an accident that is covered under this insurance, We may at our absolute discretion consider payment in respect of the following costs:

- 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 covered by this Policy;
- Solicitors fees for representing You at any fatal accident enquiry, Coroner's, Magistrates or similar court; and
- The reasonable cost of legal services to defend You against a charge of manslaughter or causing death by dangerous or reckless driving; and

- legal expenses in respect of defending any charge brought under the Corporate Manslaughter and Corporate Homicide Act 2007;

If We agree to pay these costs under this Policy the choice and appointment of legal representation and the extent of any assistance that We provide will be entirely at our discretion. There will be no agreement to pay these costs unless We have confirmed this to you in writing.

The maximum amount We will pay under this clause is one million pounds (£1,000,000) for any one claim or a number of claims arising out of the one incident and in any one Period Of Insurance.

### ***Exclusions to Section 2 of Your Policy***

The cover under this section will not apply:

- for loss or damage to property belonging to or in the custody or control of any person insured under this part of the Policy;
- to liability for the death of or bodily injury to any person out of their employment by any person insured under this Policy except as required by any Road Traffic Act;
- in respect of damage to any Vehicle in connection with which Cover is provided by this section;
- to loss of or damage to any Trailer You tow;
- to any liability, injury, loss or damage resulting from anything sold, transported or supplied by You or on Your behalf.
- if any person under this section fails to observe the terms, exceptions and conditions of this Policy as far as they can apply. The cover will also not apply if they can claim under another Policy
- Fines and/or penalties
- Loss of or damage to tools of the trade, documents or goods
- Any loss of or damage caused by loading or unloading the vehicle.
- Whilst the vehicle is being used for business on Your own premises.
- Loss of or damage caused by wrongful collection.

## Section 3. Medical Expenses

### *What You Are Covered For*

We will pay up to £200 towards the medical expenses for each person injured in Your Vehicle if it is involved in an incident.

Documentation will be required in evidence of the persons involved, injuries, cause of injuries and details of medical care. This will be accepted in forms of official medical invoices, hospital admission or doctor letters.

## Section 4. Emergency Medical Treatment

### *What You Are Covered For*

We will pay for any emergency medical treatment that must be provided under the Road Traffic Act. If this is the only payment We make, it will not affect Your No Claims Discount.

## Section 5. Replacement Keys and Locks

If You have Comprehensive cover and if the keys, lock transmitter or keyless entry system of the Vehicle are lost or stolen, We will pay up to £500 towards the cost of replacing:

- All entry locks that can be opened by the missing item;
- The lock transmitter, entry card and central locking system; and
- The ignition and steering lock

We will not cover

- The first £100 of any claims
- If you have less than comprehensive cover. Including Third Party, Fire and Theft.
- Any claim where the keys, lock transmitter or entry card are;
- Left in, on or in the vicinity of the Vehicle at the time of the loss; or
- Taken without Your permission by a person known by You



## Section 6. No Claims Discount

If You or any driver named on Your Policy make a claim, even if You were not responsible (for example if Your Vehicle is stolen or damaged by vandals), or a claim is made against You, You could lose part or all of Your no claims discount. If a claim is made under Your Policy, We may also increase Your premium or excess when You renew Your Policy.

Claims which do not affect Your no claims discount:

- Payments made for windscreen damage
- Payments for emergency medical treatment fees only
- Claims which are not Your fault where we have recovered all of our outlay.

If a claim has been made, We may reduce Your no claims discount in line with the step-back scale We apply at the time. If Your renewal is due and investigations into a claim are still on-going, We will reduce Your no claim discount. Once Our investigations are complete and We have confirmed that the accident was solely the fault of the driver and We have recovered all of our outlay We will restore Your no claims discount and refund any extra premium You have paid.

If no claim is made under Your Policy during the period of insurance, We will increase Your no claims discount at Your next renewal in line with the scale We apply at the time.

You are reminded of Your responsibilities to report any accident, injury, loss or damage to Us as soon as possible so We can be sure that Your Policy is readily up to date, so that We can advise You as necessary and be prepared for a potential claim.

# Section 7. Windscreen and Glass Cover

This section will only apply if you have Comprehensive cover, if you have Third party, Fire and Theft or Third Party Only cover, this section is not applicable.

## *Who To Contact*

To make a windscreen claim please call 0344 854 0677

## *What You Are Covered For*

We will pay for a broken or damaged windscreen or windows in Your Vehicle and scratching of the bodywork caused by windscreen breakage.

You will pay the Excess (shown in Your Policy Schedule) towards each claim for a broken windscreen or windows. If the damage is repairable and does not require a replacement windscreen or window, then the Excess does not apply.

## *Limit*

Provided You use Our Approved Repairer for replacement or repair of Your windscreen or windows, the cover provided by this Policy will be unlimited. If any other repairer is used then cover will be restricted to £150 less the windscreen Excess. When You call the Claims Helpline on 0344 854 0677. You will be directed to the Approved Repairer.

Any payment under Section 7 solely for the breakage of Your windscreen or windows shall not affect any entitlements to No Claims Discount.

## *Exclusions to Section 7*

We will not pay for any of the following:

- any damage to sun roofs, roof panels, convertible roofs, lights or reflectors whether glass or plastic;
- any amount greater than the Market Value of Your Vehicle at the time of the incident;
- any incident due to mechanical failure of automatic or manual sun roofs, roof panels or convertible roofs;
- any incident, loss or damage whilst Your Vehicle is being driven outside the UK, claims for these incidents shall be dealt with under Policy Section 1 and may be subject to an accidental damage Excess as detailed in Your Motor Policy Schedule;
- where Policy cover is upgraded to Comprehensive during the term of the Policy, all benefits under Section 7 Windscreen & Glass Cover remain excluded until renewal.

# Section 8. Foreign Travel & European Cover

## *European Union Compulsory Insurance*

In compliance with European Union (EU) motor insurance directives the Cover will allow the minimum cover required to use Your Vehicle in:

- any member country of the European Union;
- any other country outside of the European Union which has agreed to follow European motor insurance directives approved by the commission of the European Union.

This legal minimum insurance does not include cover for loss of or damage to Your Vehicle.

### *Countries Include:*

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 and Switzerland (including Liechtenstein).

### *Full Policy Cover*

In addition to the legal minimum cover, this insurance provides the cover shown in Your Motor Policy Schedule in any country referred to above, for up to 90 days, subject to Your permanent place of residence being within the UK.

Cover under this section includes:

- Cover for up to 90 days providing Your Vehicle is taxed and registered within the UK;
- Transit by road, sea or rail in or between countries referred to above;
- If Your Vehicle is not fit to drive and is in or between countries referred to above and providing You have loss or damage covered under this Policy and We agree beforehand, We will reimburse any customs duty You may have to pay.

There may be situations where further extensions are granted if You want to extend Your cover. Any agreement by Us to extend full Policy cover beyond the limits above may be subject to an additional premium and Policy restrictions and You must contact Your Broker before You travel.

### *International Motor Insurance Card (Green Card)*

All countries mentioned above under European Union Compulsory Insurance have agreed that a Green Card is no longer necessary for cross border travel.

Your Policy, Motor Policy Schedule and Certificate of Motor Insurance will therefore provide sufficient evidence that You are complying with the laws relating to compulsory motor insurance in any of these countries that You visit.

There is no automatic cover other than for the countries listed under European Union Compulsory Insurance above.

### ***Exclusions to Section 8***

The following is not covered:

Driving other Vehicles;

- Any loss, damage or liability when Your Vehicle is taken outside of the UK for any reason other than a temporary visit for social, domestic and pleasure purposes;
- Any loss, damage or liability if Your permanent place of residence is not within the UK;
- Any decision or action of a court which is not within the UK is not covered by this Policy unless the proceedings are brought or a judgement is given in a foreign court because Your Vehicle was used in that Country and We had agreed to cover it there;
- Any loss, damage or liability if Your Vehicle is being used for commuting or in any business capacity.
- Guaranteed Replacement Vehicle cover if accident has happened outside of the UK

## **Section 9. Servicing or Repair**

### ***When Are You Covered***

Your Cover will continue to apply to Your Vehicle when it is in the possession of the motor trade for servicing and/or repair. At these times the driving and usage limitations set out in Your Certificate of Motor Insurance will not apply, providing the Vehicle is being driven or worked on only by a motor trader or their employees.

# Section 10. Personal Belongings

## *What You Are Covered For*

If the Cover provided by Your Policy is comprehensive. We will pay up to a maximum of £200 for loss or damage to personal belongings carried in or on Your Vehicle caused by Fire, Theft or accidental means for any one incident.

## *Exclusions to Section 10*

We shall not be liable for loss of or damage to the contents of Your Vehicle including but not limited to:

- money, stamps, tickets, documents, securities, lottery tickets, raffle tickets, jewellery, furs, promotional vouchers or Avios / Air Miles vouchers;
- goods, tools or samples Carried in connection with any trade or profession;
- property that is covered under any other Policy;
- tapes, cassettes, compact and mini discs, DVDs, citizen band radios, phones or phone equipment;
- Theft of personal belongings if Carried in an open top or convertible Vehicle unless contained in a locked boot;
- loss or damage of personal belongings arising from Theft while the ignition key or similar device has not been removed or all doors, windows and other openings have not been closed and locked whilst Your Vehicle is left unattended.
- If You have chosen any cover less than Comprehensive. This section is not included if You have chosen Third Party, Fire and Theft or Third Party Only levels of cover.

# Section 11. Child seats

## *What You Are Covered For*

We will Cover the cost of replacing child and booster seats up to a maximum amount of £300 per incident if Your Vehicle is:

- Involved in an accident or damaged by Fire even if there is no apparent damage to the child and/or booster seat
- Lost through Theft and not recovered

# Section 12. Personal Accident

## *What You Are Covered For*

If You or Your Partner suffer accidental bodily injury or death in direct connection with an accident whilst travelling in or getting onto or out of Your Vehicle We will pay the amounts shown below if, within three months of the accident, it directly causes one of the following:

Death	£5000
Loss of, or permanent and total loss of use of, one or more limbs at or above the elbow or knee	£5000
Permanent blindness in one or both eyes	£5000

## *Exclusions to Section 12*

We will not pay the benefit if:

- You do not have cover under this Section;
- the death or bodily injury is caused by suicide or attempted suicide, any intentional self-injury (other than in an attempt to save human life)
- if death or bodily injury is caused while the driver of Your Vehicle was under the influence of drugs other than (unless where the patient information provided with the medication recommends the avoidance of driving or operating machinery):
  - a. Over the counter pharmaceutical products; or
  - b. Prescribed by a qualified medical practitioner (other than for purpose of treating drug and/or alcohol addiction)
- the injured person is less than 21 years of age or 75 years old and over;
- death, loss of eyes or limbs arises more than three months after the event leading directly to the condition;
- the death or bodily injury is caused by disease, physical sickness or disability;
- anyone fails to keep to the law regarding the use of seat belts.

# Section 13. Claims Conditions

## *What you must do in the event of a claim*

1. You must contact us using our 24 Hour Claims Helpline as soon as possible, about any accident, loss or damage regardless of Your intention to make a claim under this insurance. The 24 hour Claims Helpline number is 0344 854 0677
2. If Your claim is due to theft, riot, attempted theft or vandalism you must also inform the Police and obtain a crime reference number;
3. You must report the accident to the Police and Us within twenty four (24) hours at the latest if anyone is injured;
4. If possible, please note the registration number(s) of the vehicle(s) involved and if the vehicle is a lorry, please also obtain the cab number
5. Regarding claims for damage to Your Vehicle:
  - a. You must tell us about any damage You are going to claim for;
  - b. repairs are normally undertaken by our Approved Repairer. If You choose not to use our approved repairer:
    - i. You must obtain a written estimate for repair from Your repairer before instructing the repairer;
    - ii. We will authorise repairs by Your Repairer only if we consider the estimate for repairs reasonable;
    - iii. If We believe the estimate is unreasonable We may at our sole option, settle the claim for repairs to Your Vehicle by paying the amount quoted by our Approved Repairer less the applicable Excess.
6. If there are any circumstances that may give rise to a claim against You or Us from someone else You must tell us as soon as reasonably possible and in no event less than three (3) days after the accident;
7. If you receive notice of a claim from someone else, you must:
  - a. tell Us immediately;
  - b. send to Us:
    - i. all correspondence You receive;
    - ii. every writ, summons and County Court Claim Form you receive.
8. You must tell Us immediately if You are about to be prosecuted or have to go to an inquest and confirm the same to Us in writing.
9. If We ask to examine driving licences and vehicle documentation before agreeing to settle a claim under this Policy, You must supply this documentation before We can proceed with the settlement
10. We shall have sole discretion in the conduct of any proceedings or in the settlement of any claim.
11. You must not admit liability for, or offer to settle, any claim without our permission.
12. We shall be entitled to take over and conduct the defence or settlement of any claim or prosecute any claim in the name of any person covered by this insurance.

13. No proceedings may be commenced against, or settlement accepted from, any other party without our written consent.
14. No proceedings may be commenced against, or settlement accepted from, any other party without our written consent.
15. If You or anyone acting on Your behalf knowingly commit a fraudulent act or submit a fraudulent document or make a fraudulent statement or exaggerate any claim made under the Policy, We will not pay the claim and cover under this and all other insurances currently in force with Us with which You are connected will cease immediately. You will not be entitled to any refund of premium under this or any other insurance with Us.

### *Your Premium When a Claim Is Reported*

In the event of a claim covered by this Policy You must still pay the premium. If payment is not made We and Your Broker:

- may cancel this Policy in accordance with the General Conditions and seek payment of the outstanding balance of premium;
- may refuse to pay any claim arising from an occurrence on or after the due date of the premium;
- reserve the right to deduct any outstanding premium from the claim payment, if the claim is for loss of or damage to Your Vehicle, which is covered by this Policy;
- may recover from You the outstanding balance of premium or seek reimbursement from You of any claim payment, which has already been made.

### *Right of Recovery*

If under the laws of any country in which this insurance applies, We have to make payments which but for those laws, would not be covered by this Policy, You must repay the amounts to Us. If any claims or other monies are paid to You by mistake for any reason, or a claim has been paid which We later find to be fraudulent, false or exaggerated, You must repay the amount paid by Us.

You or the person who caused the accident must also repay Us any money We have to pay because of any agreement We have with the Motor Insurers' Bureau.

Any payment We make under this condition will prejudice Your No Claim Discount and will also mean that there will be no entitlement to a return of premium if the Policy is cancelled or declared void.



# General Conditions

The following conditions apply to all of this Policy. These describe Your responsibilities, general information and the procedures that apply in certain situations, such as when there is a claim or the Policy is cancelled.

## 1. Cancellation

If You wish to cancel Your insurance please contact Your Broker.

If this Policy does not meet Your needs, or You require more information regarding cancellation please contact Your Broker to discuss further.

### *Cancellation by You*

If the Policy is cancelled before cover has started You will be entitled to a full refund of the premium paid.

You have the right to cancel Your Policy during a period of 14 days either from the day of purchase of the contract or the day on which You receive Your Policy documentation, whichever is the later, unless We are required to make a payment under the Policy, under which circumstances You must pay the full annual premium and You will not be entitled to any refund. If You exercise Your right to cancel during the 14 days period of cover You will be entitled to a refund of premium paid subject to a deduction for the time You have been covered.

If You decide to cancel after 14 days and the cover has started (providing You have not made a claim, or a claim has not been made against You), You will be entitled to a refund of the premium paid, subject to a deduction for the time You have been covered, Our cancellation charge is detailed on page 33 of Your policy booklet.

**The full annual premium is payable in the event that we have paid on a claim and no refund will be given.**

### *Where We May Cancel Your Policy*

We or Your Broker may cancel the Policy if We have a good reason for doing so.

Some examples of situations where We would have a good reason for cancelling Your Policy include:

- a. non-payment of the premium due; or
- b. You have changed Your Vehicle or circumstances during the Policy to one We cannot cover; or
- c. You have failed to supply requested validation documentation (such as evidence of No Claim Discount and copies of driving licences for all named drivers); or
- d. We identify misrepresentation or fraud or any attempt to gain an advantage under this insurance to which You are not entitled.

## ***If We Cancel Your Policy***

Before We or Your Broker cancel Your Policy You will receive seven days' notice to either the email address or postal address shown on Your Policy.

Where We or Your Broker cancel the Policy You will be entitled to a refund of the unused premium paid. Where we return unused premium it will be subject to a deduction of the charges shown below.

If We or **Your** broker cancel the Policy on the grounds of fraud, cancellation may be immediate and We may keep any premium **You** have paid. **We** may also inform the police and fraud prevention agencies of the circumstances.

## ***Administration Fee***

In the event of the Policy being cancelled then the following administration fees may apply

Cancellation during the 14 day cooling off period fee	£20
Cancellation after the 14 day cooling off period fee	£50

## ***2. Monthly Instalment Under a Credit Agreement***

If You are paying Your premium using monthly credit facilities, You must make regular monthly payments as per the terms of Your credit agreement. If You fail to do this, Your lender reserves the right to terminate Your credit agreement. If Your credit agreement is terminated Your insurance cover may also be cancelled in accordance with the Terms of Your Policy unless the remainder of the premium due is paid. If Kitsune or Your Broker cancel Your insurance for this reason there will be cancellation charges as stated above.

## ***3. Changes Which May Affect Your Cover***

If Your circumstances change You must tell Your Broker. The below list is not exhaustive but gives You an indication of changes You must notify to Your Broker and You should let Your Broker know if any of the details You have given them change.

For example:

- Changing from a Provisional to a Full Driving Licence when passing Your practical driving test to become a qualified driver;
- Changing Your Vehicle:
- Any change made to Your Vehicle from the manufacturer's standard specification or which alter its performance. This includes cosmetic changes e.g. body kits, alloy wheels, spoilers, side skirts and any optional extras;
- You want to use Your Vehicle for a purpose not included in Your Certificate of Motor Insurance;
- There is a change to the address where Your Vehicle is normally kept;
- You or anyone covered by this Policy being convicted of a motoring offence or receiving any licence endorsement(s), or receiving a fixed penalty other than fixed penalty parking tickets;
- You or anyone covered by this Policy has received a criminal conviction or been charged but not yet tried;
- You or anyone covered by this Policy changing occupation
- Changes to the registration number plate on Your vehicle stated on the Policy Schedule e.g. adding a private plate.

#### ***4. Care of Your Vehicle***

Your Vehicle must be covered by a valid Department of Transport Test (MOT) Certificate if You need one by law.

You must do all You can to protect Your Vehicle and contents and keep Your Vehicle in a safe, roadworthy and legal condition. If We ask You must let Us examine Your Vehicle at any reasonable time. If You do not take reasonable Care of Your Vehicle and meet any security requirements, this Policy may no longer be valid and We may not pay any claim.

#### ***5. Other Insurance***

If there is any other Insurance covering the same claim, We will only pay Our share of the claim, even if the other insurer refuses the claim.

#### ***6. Choice of Law***

The appropriate law as set out below will apply unless You and We agree otherwise:

- the law applying in that part of the United Kingdom in which You normally live; or
- in the case of a business, the law applying in that part of the United Kingdom where it has its principal place of business; or
- should neither of the above be applicable, the law of England and Wales will apply.

#### ***7. Vehicle Sharing***

This Policy allows You to Carry passengers for social or similar purposes but not for Carriage of passengers for hire or reward. Receiving a financial contribution as part of a vehicle sharing arrangement will not be regarded as Carriage of passengers for hire or reward provided that:

- You do not make a profit from the Vehicle sharing arrangement; and
- Your Vehicle is not adapted to Carry more than eight people (including the driver); and
- You are not Carrying passengers as customers of a passenger-Carrying business.

## 8. Sanctions

We will 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 or any member of Our group to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any country.

## General Exclusions

These General Exclusions apply to all sections of this insurance Policy and describe the things which are not covered. These apply as well as the exclusions shown in each of the sections detailing the cover provided.

1. This Policy does not cover any claim for injury, loss, damage or liability arising from or in connection with Your Vehicle whilst:
  - a. used for any purpose not permitted by the effective Certificate of Motor Insurance;
  - b. driven by or in the charge of anyone who is not described in the Certificate of Motor Insurance as a person entitled to drive or who is excluded from driving by any Endorsement or covered by another Policy;
  - c. driven by or in the charge of anyone who does not have a valid driving licence or who is disqualified from driving or who has not held a driving licence or who is prevented by law from holding one or who is driving outside the conditions or limitations of their licence;
  - d. driven by or in the charge of anyone who does not keep to the conditions of their licence or all the conditions of this Policy and/or driven by a driver that has a provisional licence while not being accompanied by a qualified driver;
  - e. used to tow, for reward, any Trailer or vehicle (or any property in the Trailer, or vehicle)
  - f. used to Carry passengers or goods in a way likely to affect the safe driving and control of the Vehicle;
  - g. driven by, or is in the charge of any person to whom Your Vehicle has been hired;
  - h. involved in any incident regardless of type, be that Accident, Fire, Malicious Damage, Theft or attempted Theft, used in an unsafe or unroadworthy condition or, where such regulations require, does not have a current MOT Certificate (You may be asked to provide details to show that Your Vehicle was regularly maintained and kept in a good condition.
  - i. used in connection with the motor trade;
  - j. driven by or in the charge of anyone who does not meet all the conditions described in the Endorsements in Your Motor Policy Schedule and all the General Conditions and any other Terms of this Policy;
  - k. involved with an incident following which You are convicted of:

- i. Driving with an alcohol level in excess of the legal limit;
    - ii. Driving while unfit through drink or drugs;
    - iii. Failing to provide a blood, urine or breath specimen (other than for a roadside test), for analysis.
  - l. loss or damage caused maliciously or deliberately by any person driving Your Vehicle with Your permission, agreement or support.
2. This Policy does not cover any loss, damage, liability, expense or bodily injury which is directly or indirectly caused by, contributed to or arising from:
  - a. ionising radiations or contamination by radioactivity from any eradicated nuclear fuel 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 of it
3. Except to the extent that We are liable under the Road Traffic Acts, this Policy does not cover any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event:
  - a. Terrorism
  - b. War, invasion, act of foreign enemy, hostilities or warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power
  - c. any action taken in controlling, preventing, suppressing or in any way relating to a. above
4. This Policy does not cover death of or bodily injury to any person or damage to any property which is directly or indirectly caused by pollution or contamination, unless this pollution or contamination is directly caused by an incident which occurs in its entirety at a specific time and place during the Period of Insurance and is sudden, identifiable, unintended and unexpected. We will consider the pollution or contamination to have happened at the time the incident took place. Please note this exclusion does not apply where We have to meet any relevant road traffic legislation.
5. This Policy does not apply when any vehicle covered by it is towing a greater number of caravans, Trailers or disabled mechanically propelled vehicles than is permitted by law.
- 6.. We will not pay for loss of or damage to any property in or on the Trailer regardless of whether it is being towed by or attached to Your Vehicle.
7. This Policy does not cover loss or damage arising, during or in consequence of:

- a. earthquake
  - b. riot or civil commotion occurring elsewhere other than in Great Britain, Isle of Man or The Channel Islands. Except as required by any Road Traffic Act.
8. This Policy does not cover loss or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.
9. This Policy does not provide cover for any accident, injury, damage, loss, or any liability of whatsoever nature while Your Vehicle is in or on that part of an aerodrome, airport, airfield or military base provided for:
  - a. the take off or landing of aircraft and/or the movement of aircraft on the surface
  - b. aircraft parking aprons including the associated service roads refuelling areas and ground equipment parking areas.
  - c. customs examination areas in passenger terminals. Except as required by any relevant road traffic legislation
10. This Policy does not cover loss of or damage to Your Vehicle where possession is obtained by fraud or deception.
11. This Policy does not cover racing of any description or for racing formally or informally against another motorist, or being used in any contest, competition, pace-making, rallies, trials or tests either on a road, track or at an off road or 4\*4 event including on the Nurburgring Nordschleife or de-restricted toll road.
12. This Policy does not cover any decision or action of a court which is not within the Territorial Limits is not covered by this Policy unless the proceedings are brought or a judgement is given in a foreign court because Your Vehicle was used in that Country and We had agreed to cover it there.
13. This Policy does not provide cover for use of any description on footpaths, bridleways or restricted byways and ONLY provides cover to meet the minimum insurance requirements under the Road Traffic Act for vehicular use on a byway open to traffic.
14. This Policy does not cover any loss, damage or liability if Your permanent place of residence is not within the Territorial Limits. (apart from the cover detailed in section 8 – Foreign Travel & European Cover).
15. This Policy does not provide cover for any accident, injury, damage or loss caused directly or indirectly by carrying of Hazardous Goods, other than to meet the requirements of any relevant traffic legislation.
16. This Policy does not provide any cover when Your Vehicle is towing for hire and reward any Trailer or disabled mechanically propelled vehicle.

17. This Policy does not provide cover for any accident, injury, damage or loss when Your Vehicle is:
  - a. carrying an unsafe load
  - b. towing a Trailer which is unsafe or has an insecure load. Except as required by any relevant road traffic legislation.
18. This Policy does not cover any liability, loss or damage caused by explosion, sparks or ashes from Your Vehicle, or from any Trailer or machinery attached to, or detached from it.
19. This Policy does not cover any liability that You have agreed to accept unless You would have had that liability anyway.
20. This Policy will not cover Your Vehicle if it is used or kept in any way that breaks any security requirements imposed by an Endorsement.
21. This Policy does not cover any damage or liability caused by a vehicle being towed by Your Vehicle.
22. This Policy does not cover loss of or damage to tools of the trade, documents or goods
23. This Policy does not cover any loss of or damage caused by loading or unloading the vehicle.
24. This Policy does not provide cover whilst the vehicle is being used for business on Your own premises.
25. This Policy does not cover loss of or damage caused by wrongful collection.
26. This Policy does not provide cover for any Fines and/or Penalties.

Nothing in this Policy will affect the right of any person indemnified or of any other person to recover an amount under or by virtue of the provisions of the law of any country in which this Policy operates relating to the insurance of liability to third parties. However, You will have to repay to Us all sums which We have paid but would not otherwise have paid had the provisions of the laws of such countries not applied.

# General Information

## ***1. The Financial Services Compensation Scheme***

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if We cannot meet Our obligations. This will depend on the circumstances of the claim. Further information about the compensation scheme arrangements can be found on the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk) or by writing to: Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY.  
Telephone 0800 678 1100 or 0207 741 4100

## ***2. Data Protection Notice***

1. To provide Our services as an insurer, We will collect and use information about You, such as Your name and contact details, which may also include special categories of personal data (e.g. about Your health) and information relating to criminal convictions and offences. All personal information (including any sensitive personal data) acquired by Us is held in accordance with all applicable legislation relating to data protection and privacy including (but not limited to) the Regulation (Eu) 2016/679 of the European Parliament and of the Council Of 27 April 2016 and We maintain protections and procedures in the storage and disclosure of personal information to keep it secure and prevent unauthorised access to or loss of such information.
2. We may monitor and record all communications with You for compliance and training purposes.
3. Your consent to Us processing special categories of personal data is necessary for Us to provide You with the relevant services and You hereby agree to Us using the information You provide Us for:
  - a. underwriting, renewal information, validation of claims history, claims handling and all other matters relating to the processing of this insurance and any claims under this Policy;
  - b. statistical analysis, management information and market research;
  - c. audits, system integrity checking and risk management.
4. Although You may withdraw Your consent at any time, if You do We may be unable to continue to provide services to You.
5. Personal information may also be used for the prevention and detection of fraud, and You consent to Us:
  - a. sharing information about You with other organisations (including the police) for the purposes of fraud prevention and detection;
  - b. conduct searches using publicly available databases (including social media);
  - c. undertaking credit searches;
  - d. checking and sharing Your details with fraud prevention and detection agencies.
6. Personal information may also be disclosed to the following entities as part of the operation of Our business:
  - a. other members of Our group;



- b. other insurance entities (such as Our reinsurers) who have an interest in the risk accepted under this insurance;
  - c. Our regulators;
  - d. potential purchasers of the whole or part of Our business.
- 7. If false or inaccurate information is provided and fraud is suspected, details will be passed to fraud prevention agencies and made available to other organisations that have access to their databases. Law enforcement agencies may access and use this information. This information is used by Us and other organisations to prevent fraud and other financial crime when:
  - a. checking the details made under the duty of fair presentation;
  - b. confirming claims information;
  - c. recovering outstanding debts;
  - d. checking details on applications for credit and managing credit accounts;
  - e. checking details of job applicants and employees.

Please contact Us if You require details of the relevant fraud prevention agencies.

Please note: information from fraud prevention agencies may be accessed and used from other countries.

- 8. Personal information may be transferred to entities within and outside of the European Economic Area. If We do transfer information We will ensure that it is appropriately protected.
- 9. Where personal information is provided about another person, You must inform that person of Our identity, and why their personal information will be processed and disclosed. You must also obtain their written consent to the processing of their personal information in this way and provide Us such consent upon request.
- 10. Individuals have certain rights under the Data Protection Legislation, including:
  - a. the right to ask for a copy of the information We hold about them; and
  - b. to correct any information that may be inaccurate.
- 11. If You wish to check this information, or have any queries as on how We use Your information please Us at the address below. You also have the right to withdraw Your consent to Us using Your information at any time. If You wish exercise these rights please , please contact us at The Data Protection Officer, Kitsune Associates Limited, Gateway House, Tollgate, Chandlers Ford, Eastleigh, SO53 3TG
- 12. For more information on the Data Protection Laws You may also write to the Office of the Information Commissioner at:
  - Wycliffe House
  - Water Lane
  - Wilmslow Cheshire SK9 5AF
  - Tel: 0303 123 1113 or 01625 54 57 45
  - email: [mail@ico.gsi.gov.uk](mailto:mail@ico.gsi.gov.uk)

### **3. Motor Insurance Database**

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 DVA, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

- Electronic Licensing
- Continuous Insurance Enforcement
- Law Enforcement (prevention, detection, apprehension and/or prosecution of offenders)
- The provision of government services and / or services aimed at reducing the level of incidence of uninsured driving

If You are involved in a road traffic incident (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 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 number. If it is incorrectly showing on the MID You are at risk of having Your vehicle seized by the Police. You can check that Your correct registration number details are shown on the MID at [www.askmid.com](http://www.askmid.com)

### **4. Dealing with others on your behalf**

To help You manage Your insurance Policy, subject to answering security questions, We will deal with You or Your husband, wife or partner or any person whom We reasonably believe to be acting for You if they call Us on your behalf in connection with Your Policy or a claim relating to Your Policy. For Your protection only You can cancel Your Policy or change the contact address.

### **5. DVLA and MyLicence**

To detect and prevent fraudulent claims and/or activities We may check the DVLA (Driver & Vehicle Licensing Agency) register for details of Your driving history and motoring convictions. We may undertake searches against Your (or any person included on the proposal) Drivers Licence Number (DLN) against details held by the DVLA to confirm Your licence status, entitlement and restriction information and endorsement/conviction data. This helps Us 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.

You can view Your licence information on the DVLA website and create a licence 'check code' to share your driving record with someone, e.g. a Vehicle hire company. For more information on the DVLA register can be found at: <https://www.gov.uk/view-driving-licence>.

# How to make a complaint

We strive to provide an excellent service to all our customers but occasionally things can go wrong. We take all complaints seriously and endeavour to resolve all customers' problems promptly. If You have a question about this insurance or complaint about Your Broker, You should contact Your Broker.

If Your complaint is in relation to this insurance or a claim You should write to Us at Complaints Department, Kitsune Associates Ltd, Gateway House, Tollgate, Chandlers Ford, Eastleigh, SO53 3TG

A summary of Our complaint handling procedure is available on request and will also be provided to You when acknowledging a complaint.

If you remain dissatisfied following receipt of our final decision letter, you may refer your claim to the Financial Ombudsman Service (FOS), who will undertake an independent review of the matter. FOS is the referral point for matters relating to the sale, service, and claims management of this policy.

## *Financial Ombudsman Service*

If, after making a complaint:

- You feel that the matter has not been resolved to Your satisfaction; or
- We have not responded within eight weeks of Your original complaint to Us; and
- You are an eligible complainant, You may contact The Financial Ombudsman Service whose address is:

Exchange Tower,  
Exchange Square;  
London E14 9SR.

Telephone 0300 123 9 123 or 0800 023 4567

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

Website: <http://www.financial-ombudsman.org.uk/consumer/complaints.htm>

**Making a complaint to the Financial Ombudsman Service (FOS) does not affect Your rights under this Policy.**

The FOS will only consider a complaint if You are an eligible complainant and if:

- We have been given an opportunity to resolve it; and
- We have given You a final response letter and You have referred Your complaint to the FOS within six (6) months of Our final response letter; or
- We have not responded to Your complaint with a decision within eight (8) weeks.

Eligible complainants are:

- private individuals; and
- micro-enterprises which have an annual turnover of under EUR2 million and fewer than ten (10) employees
- charities with an annual income of less than GBP1million; or
- a trustee of a trust with net assets of less than GBP1million.

For other complaints which may relate to the conduct of the insurer, Accredited Insurance (Europe) Limited, you may make a referral to the Office for the Arbiter for Financial Services in Malta

### ***Office of the Arbiter for Financial Services***

You may also be able to refer Your complaint to:

Office of the Arbiter for Financial Services, 1st Floor St Calcedonius Square, Floriana FRN 1530 Malta, telephone (+356) 212 49245 if You are not satisfied with Our final response or We have not responded within fifteen (15) working days. You will have to pay EUR 25.00 at the time of making Your complaint to the Arbiter to use this service.

About the Office of the Arbiter for Financial Services

The Office of the Arbiter for Financial Services considers that a “complaint” refers to a statement of dissatisfaction addressed to an insurance undertaking by a person relating to the insurance contract or the service he/she has been provided with. The terms “person” does not specify that this is limited to individuals and therefore any Policyholder, insured person, beneficiary and injured third party (irrespective of the country of residence or where the risk is situated) is eligible to make a complaint.

For more information on the Office of the Arbiter for Financial Services and its complaints process, please visit <https://financialarbiter.org.mt/en/Pages/Home.aspx>

The complaints procedure is without prejudice to Your rights to take legal proceedings.



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