

Fleet Insurance

Policy Document

January 2007



Commercial Vehicle Claims (UK) - 0845 337 2671
Northern Ireland Claims - 02890 410 220
Windscreen Damage Highway Glassline - 0800 678 1010

Important Notice: It is important that **you** inform **your** broker/intermediary of any material changes to **your** details as soon as is reasonably possible. If **you** are unsure whether a change might be material, **you** should seek the advice of **your** broker/intermediary in any case. Please note **your** broker/intermediary may impose administration charges in addition to any changes of **your** premium resulting from the change in **your** details and **you** should consult them for further information on this.

Comprehensive Cover - Claims

We aim to provide the best claims service that **we** can. **We** can achieve this through **our** contact centres and Recommended Repairers. When **you** use **our** services, **we** have more control over **your** claim and pass the benefits on to **you**.

You must report an accident or theft directly to **our** contact centres. **You** should tell **us** even if **you** are not at fault or not going to make a claim so that **we** can protect **your** interests from any claim made against **you**.

Our Recommended Repairers consistently exceed the high service standards that **we** set and **we** do ask **you** to help **us** maintain **our** standards by reporting on and rating the service **you** have been given.

At **Highway Insurance** **we** strive for excellence and have listed below the standards that **we** would generally hope to achieve for **our** comprehensive policyholders.

If **you** report a claim to **our** contact centres within 24 hours and use **our** Recommended Repairer, and if **we** assess that repairs may be possible to the vehicle, **we** will endeavour to do the following:

- Provide **you** with the direct telephone number of the dedicated section appointed to deal with **your** claim. This may be a Highway representative or one of **our** Recommended Repairer representatives.
- Arrange for **our** Recommended Repairer to contact the Insured within 1 working day to make arrangements for the repair to the vehicle, including arranging collection if it cannot be driven.
- Arrange for an emergency temporary repair to be completed so the Insured can drive the vehicle, if appropriate.
- Subject to availability of parts **we** will authorise repairs to be started within 2 days of receiving the inspection report from the Recommended Repairer, if the repair cost exceeds the Recommended Repairer's authority agreed by Highway.

- Provide **you** with a class A courtesy vehicle whilst an insured **Private Car**, or **Commercial Vehicle** up to but not exceeding 3.5 tonne gross vehicle weight, is being repaired at **our** Recommended Repairer, subject to availability and entirely at the discretion of the Recommended Repairer.
- Advise the Insured within 2 working days of receiving the inspection report from the Recommended Repairer, if it cannot be repaired for any reason.
- If the vehicle is declared a total-loss (damaged beyond economical repair) **we** will dispose of the salvage. The Insured will not be permitted to keep the salvage.
- Make a total-loss offer within three working days of **us** receiving all the documents that **we** request from the Insured.
- Send the Insured the settlement cheque within three working days of the settlement being agreed.
- In some instances, **we** may reduce or waive the **Excess**.

If **you** choose not to use **our** Recommended Repairer **you** will appreciate that **we** have no control over the speed or quality of the repair. Should **you** wish to use **your** own repairer **we** may require **you** to provide 2 damage estimates and a physical inspection of **your** damaged vehicle may be required which can take up to 10 working days to arrange.

Windscreen Claims

Where the Insurance covers damage to the windscreen and damage occurs the Insured should phone Highway Glassline on 0800 678 1010 for repair or replacement. The current **Certificate of Insurance** should be available at the time of the call. If the windscreen can be repaired the **excess** will be waived.

Unless security or vision is impaired Highway will not pay any additional charges for work undertaken outside normal hours.

The terms and conditions of **your** cover apply to all claims.

All phone calls relating to claims may be recorded and used for quality control, training and fraud detection and prevention purposes.

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Highway Insurance Company Limited is authorised and regulated by the Financial Services Authority



Important information

Please read this **Policy**, the **Schedule** (including **Endorsements**) and the **Certificate of Motor Insurance** very carefully. Together with the information **you** gave **us** in the **Proposal Form or Statement of Fact**, and the declarations that you have made, they form the **Contract of Motor Insurance**. **You** should pay particular attention to the **General Exclusions**, the **General Conditions** and any **Endorsements** which apply.

The words that appear in bold throughout this **Policy** are defined on pages four and five and have the same meaning wherever they appear.

Please tell **your Insurance Adviser** immediately if **you** have any questions, the cover does not meet **your** needs, or any part of **your** insurance documentation is incorrect.

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. Subject to the provisions of the Data Protection Act 1998, **you** are entitled, on payment of a small fee, to receive a copy of the information **we** hold about **you**.

Any information **you** give **us** will be used by **Highway Insurance Company Limited** and **we** may also share this information with other members of the Highway Insurance Holdings Plc group of companies to inform **you** by letter, telephone or e-mail of other products which may be of interest to **you**.

Motor Insurance Database

Your policy details will be added to the Motor Insurance Database (MID), run by the Motor Insurers' Information Centre (MIIC). It is a condition of the **policy** that **you** supply such details of the vehicles whose use is covered by the **policy** as are required by the relevant law applicable in Great Britain and Northern Ireland, for entry on the Motor Insurance Database, to the Motor Insurance Database (MID), unless agreed otherwise by **us**. MID data may be used by the DVLA and DVLNI for the purpose of Electronic Vehicle Licensing and by the Police for the purposes of establishing whether a driver's use of the vehicle is likely to be covered by a motor insurance policy and/or for preventing and detecting crime. If **you** are involved in an accident (in the UK or abroad), other UK insurers, the Motor Insurers' Bureau and MIIC may search the MID to get relevant information. People with a valid claim relating to a road traffic accident (including people who live in other countries) may also get relevant information from the MID. **You** can find out more about this at www.miic.org.uk

Detecting and Preventing Fraud and Confirming Claims History

In order to keep premiums as low as possible for all **our** customers **we** participate in a number of industry initiatives to aid the prevention and detection of crime, especially insurance related fraud. When **you** tell **us** about any claim, the details **you** have provided, including personal details, will be passed to the various registers and databases that are used by companies within **our** group, companies providing services to **us**, other insurers and other fraud and associated agencies. In addition, **we** may search these registers and databases when **you** make a claim, to validate **your** claims history or that of any other person or property likely to be involved the claim. If **you** give **us** false or inaccurate information and/or **we** suspect fraud, **we** will record this.

We and other organisations may also use and 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, and undertake credit searches and additional fraud searches.

If **you** do not wish to receive any marketing literature or if **you** have any queries, or would like more information about this Notice, please write to the: Customer Care Department, Highway Insurance, 171 Kings Road, Brentwood, Essex, CM14 4EJ.

E-mail: customer-care@highway-insurance.co.uk

For more information **you** may also write to the Office of the Information Commissioner at Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF. Telephone: 01625 524510
E-mail: mail@dataprotection.gov.uk

How To Make A Complaint

We aim to provide **you** with a high standard of service, but in the event **you** are dissatisfied with the service **you** receive, **you** should in the first instance contact:

The Customer Care Department
Highway Insurance
Highway House
171 Kings Road Brentwood
Essex CM14 4EJ
Tel: 01277 266376
Fax: 01277 222055
Email: customer-care@highway-insurance.co.uk

In the unlikely event **we** are unable to resolve the matter to **your** satisfaction, **you** may usually refer **your** complaint to the Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London E14 9SR.
Telephone: 0845 080 1800. Further details of the Financial Ombudsman Service are available upon request.

Financial Services Compensation Scheme

Highway Insurance is a member of the Financial Services Compensation Scheme (FSCS). The FSCS is the UK's statutory fund of last resort for customers of authorised financial services firms. In the event we are unable to meet our liabilities to **you**, then **you** may be entitled to seek compensation from the FSCS. Further information is available on the FSCS website <http://www.fscs.org.uk>

Authorisation

Highway Insurance Company Limited is authorised and regulated by the Financial Services Authority under registration No. 202972. **You** can check this on the FSA's register by visiting the FSA's website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

Definition of Terms and Words

Definitions

The following words or phrases have the same meaning wherever they appear and are shown in bold throughout this **Policy**.

Certificate of Motor Insurance - Legal evidence of **your** insurance. It is one part of the **Contract of Motor Insurance**. It shows the vehicles **we** are insuring, who may drive the **Insured Vehicle** (where 'any authorised driver' is stated, refer to the **Schedule** for restrictions), what it may be used for and the **Period of Insurance**.

Commercial Vehicle - Any motor vehicle manufactured and used for the carriage of goods.

Contract of Motor Insurance - The **Policy**, the **Schedule** (including **Endorsements**), the **Certificate of Motor Insurance**, the information **you** gave **us** in the **Proposal Form or Statement of Fact** and declarations that **you** have made, all form the **Contract of Motor Insurance**.

Endorsement - Something which alters **your** insurance cover. **Your** cover will be affected by any **Endorsement** that is shown on the **Schedule**. (Such **Endorsements** may add exclusions to the cover or require **you** to take action such as fitting approved security.) More than one **Endorsement** may apply. If **you** do not comply with any **Endorsements**, this **Contract of Motor Insurance** may no longer be valid and **we** may refuse to deal with any claim.

Excess - The amount **you** have to pay towards each claim **you** make under this **Contract of Motor Insurance**. There may be more than one **Excess**, part of which may be voluntary (where **you** have chosen to take an **excess** to receive a discount on **your** premium). The amount of the **Excess** is shown on the **Schedule**.

Family or Household - Any member of the driver's family, or any other person, who is a permanent or temporary resident at the driver's address.

General Conditions - These describe **your** responsibilities, general information and the procedures that apply in certain situations, such as when there is a claim or the **Contract of Motor Insurance** is cancelled.

General Exclusions - These describe the things that are not covered by the **Contract of Motor Insurance**. They are in addition to the exclusions shown under the headings 'What is not covered' in each of the Sections detailing the cover provided.

Geographical Limits - Great Britain, Northern Ireland, the Isle of Man and the Channel Islands. It also includes travelling by sea, air or rail between these places. Section 7 explains the cover that applies when driving abroad.

Highway Insurance - The trading name of **Highway Insurance Company Limited**.

Highway Insurance Company Limited - An insurance company, owned by Highway Insurance Holdings Plc, and authorised by the Financial Services Authority.

Insured Vehicle - The vehicle(s) shown on the current **Schedule** and **Certificate of Motor Insurance**.

Insurance Adviser - the person or company **you** purchased this insurance from.

Insured Driver - Any person who is described in the **Certificate of Motor Insurance** as a person entitled to drive, providing they are not excluded from driving by any **endorsement**, that they hold a valid driving licence and are not disqualified from driving.

Market Value - The cost at the date of the accident or loss of replacing the **Insured Vehicle**, if possible, with one of a similar make, model, age, condition and mileage. **We** will usually ask an engineer to give **us** advice about the **Market Value** of the **Insured Vehicle**, refer to guides of vehicle values and any other relevant sources. In assessing the **Market Value**, **you** should consider the amount that could reasonably have been obtained for the **Insured Vehicle** if **you** had sold it immediately before the accident, loss or theft.

Motorcycle - Any motorcycle, moped or motorcycle and sidecar.

Period of Insurance - The length of time covered by this **Contract of Motor Insurance**, as shown on the current **Schedule** and **Certificate of Motor Insurance**.

Policy - This booklet, which sets out the details of cover and all the terms and conditions which apply. It is one part of the **Contract of Motor Insurance**.

Private Car - Any private passenger carrying motor vehicle with not more than eight passenger seats.

Proposal Form or Statement of Fact - The documents filled in by **you**, or on **your** behalf by an **Insurance Adviser**, or someone else, and all other information **you** gave and declarations made at the time the insurance was arranged and on which **we** have relied when agreeing to offer this **Contract of Motor Insurance**. If **you** do not give **us** full information at the start, and tell **us** about changes, this **Contract of Motor Insurance** may no longer be valid and **we** may refuse to deal with any claim.

Schedule - Forms part of the **Contract of Motor Insurance** and confirms details of **you**, the **Insured Vehicle(s)** and the cover which applies. It is one part of the **Contract of Motor Insurance**.

Standard Accessories - Accessories made available for the vehicle by the manufacturer as optional extras and for which a receipt must be provided. **Standard Accessories** do not include modifications to the **Insured Vehicle** or any other accessory fitted to it not provided by the vehicle manufacturer.

We, our, us - Highway Insurance Company Limited trading as **Highway Insurance**.

You, your - The person, company or trading name (including subsidiary companies) shown as the insured on the **Schedule** and **Certificate of Motor Insurance**.

Contract of Motor Insurance

Motor Fleet

This **Policy**, the **Schedule**, the **Certificate of Motor Insurance**, the information **you** gave **us** in the **Proposal Form** or **Statement of Fact** and the declarations that **you** have made, form a legally binding **Contract of Motor Insurance** between **you** and **Highway Insurance Company Limited**, trading as **Highway Insurance**. This **Contract of Motor Insurance** is a contract personal to **you** and **you** cannot transfer it to anyone else.

We agree to insure **you** under the terms of this **Contract of Motor Insurance** against any liability, loss or damage that occurs within the **Geographical Limits** during the **Period of Insurance** for which **you** have paid, or agree to pay, the premium.

You must read this **Policy**, the **Schedule** and the **Certificate of Motor Insurance** together. The **Schedule** tells **you** which sections of the **Policy** apply and identifies any applicable **Endorsements**. Please check all three documents carefully to make sure that they give **you** the cover **you** want and that **you** comply with all the relevant terms and conditions, including any **Endorsements**.

It 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.

Unless **we** have agreed otherwise with **you**, this insurance is governed by English Law.

Your Cover

The current **Schedule** shows what **you** are covered for. The different kinds of cover are:

- Comprehensive (shown as COMP) - Sections 1, 2, 3, 4, 5, 6 and 7.
- Third Party Fire and Theft (shown as TPFT) - Sections 1, 2, and 7.
- Third Party Only (shown as TPO) - Sections 1 and 7.
- Fire and Theft Only (shown as FTO) - Section 2 only.

Use

This **Contract of Motor Insurance** only covers **you** if **you** use the **Insured Vehicle** in the way described in **your Certificate of Motor Insurance** (under 'Limitations as to Use') and any **Endorsements**.

Additional Information - The following advice does not form part of the Contract of Motor Insurance

Vehicle Crime - Learn How to Beat the Criminals

Most crime prevention methods are common sense:

- Never leave valuables on show.
- Use good quality locks and security devices.*
- Always ensure **your** steering lock is on when **you** leave **your** vehicle and use a steering wheel lock.*
- Fit locking wheel nuts to **your** wheels.
- Don't make life easier for thieves, always remove the keys from **your** vehicle and lock it when **you** leave it, even temporarily. Not to do so may invalidate **your** cover so lock it or lose it!
- Remove any entertainment equipment if **you** can.
- Always park **your** vehicle in a secure location, in **your** own garage or a secure public garage if possible.
- Always lock **your** vehicle and activate any alarm &/or immobiliser when **you** leave it.

You can obtain further information from **your** local Crime Prevention Officer at **your** local Police station, or visit: <http://www.secureyourmotor.gov.uk/>

* **We** recommend **you** install security devices such as steering wheel locks, alarms and immobilisers that are accredited by Thatcham Motor Insurance Repair and Research Centre. For further information visit: <http://www.thatcham.org/>

Section 1

Liability to Others: Third Party Cover

What is covered

We will insure **you** against everything **you** legally have to pay to people who claim for damages, costs and expenses if they arise from a claim caused by an accident while **you** are driving the **Insured Vehicle**, loading or unloading (directly from an **Insured Vehicle**) or in charge of the **Insured Vehicle**, if **you** kill or injure other people. **We** will also insure **you** for **your** legal liability for damage to their property (including any related indirect loss) up to £5,000,000 for **commercial vehicles** or **motorcycles** and £20,000,000 for **private cars** and for costs and expenses incurred up to £5,000,000. **We** will also insure **you** while the **Insured Vehicle** is towing a caravan, trailer or broken-down vehicle, so long as the towing is allowed by law and the caravan, trailer or broken-down vehicle is attached properly to the **Insured Vehicle** by towing equipment made for this purpose.

Cover under this section includes liability assumed by **you** under an agreement with others for supplying services or in connection with access to any premises or road owned or occupied by those providing such services.

Also, if there is liability under an agreement to loan or hire a vehicle to **you** the owner of the vehicle will also be granted the cover above, as long as there is no cover under any other contract of insurance.

We will also provide cover under this section to any principal **you** empower provided that **you** would have been entitled to cover if the claim had been made against **you** and the principal agrees to abide by all the terms and conditions of the **policy** including the control by **us** of all claims for which **we** may be liable under this section.

What is not covered

- Loss or damage to the **Insured Vehicle**, caravan, trailer or broken-down vehicle.
- Any amount above £20,000,000 for damage to other people's property (including any related indirect loss) when caused by an insured **private car** or £5,000,000 where caused by any other **Insured Vehicle** and any amount above £5,000,000 for costs and expenses incurred.
- Property or goods belonging to (or in the care of) **you** or **your** passengers or being carried in or on any trailer or vehicles being towed.
- Death or injury to the person driving or in charge of the **Insured Vehicle** or to any person being carried in or on, or getting into or out of, or getting onto or off a trailer or vehicle being towed.
- Loss, damage or liability caused by pollution or contamination as a result of any load seeping from an **Insured Vehicle** or any load spilling from, or shifting in, and **Insured Vehicle**.
- Legal liability when **you** are towing any caravan, trailer or broken-down vehicle for profit.
- Liability for death, injury or damage when an **Insured Vehicle** is not on a public road and is in the process of being loaded or unloaded by any person other than the driver or attendant of an **Insured Vehicle**.
- Liability for death, injury or damage resulting from using an **Insured Vehicle**, or of machinery attached to it, as a tool of trade.
- Liability for death or injury to any employee of the insured arising during the course of their employment.
- Any liability that is not required to be covered under the terms of the Road Traffic Act whilst **you** are loading or unloading directly from the **Insured Vehicle**.

- Any liability, injury, loss or damage resulting from anything sold, transported or supplied by **you** or on **your** behalf.
- Driving other cars extension. **You** are not covered under this **policy** to drive any other vehicle.

Insuring others - What is covered

We will also insure the following people under this Section.

- Any person **you** allow to use the **Insured Vehicle** as long as **your** current **Certificate of Motor Insurance** says they can and they are not excluded from driving by an **Endorsement** shown in the **Schedule**.
- Any person (other than the person driving) being carried in, or getting onto or off, an **Insured Vehicle** or any person who causes an accident while they are travelling in, or getting in or out of, an **Insured Vehicle**.
- If anyone covered by this **Contract of Motor Insurance** dies, **we** will cover their legal representative to deal with any claims made against that person's estate.

Insuring others - What is not covered

- Legal liability if **your** current **Certificate of Motor Insurance** does not cover the person using the **Insured Vehicle** or if the person using the **Insured Vehicle** is excluded from driving or holding a valid driving license or using the **Insured Vehicle** as a result of the **General Exclusions, General Conditions** and **Endorsements**.
- Any liability that is not required to be covered under the terms of the Road Traffic Act whilst any person is loading or unloading directly from the **Insured Vehicle**.
- Any liability, injury, loss or damage resulting from anything sold, transported or supplied by **you** or on **your** behalf.

Contingent Liability - What is covered

We will also insure **you** for third party liability when, without **your** knowledge or consent, **your** employee is using a vehicle other than **your Insured Vehicle** for **your** business.

Contingent Liability - What is not covered

Any liability if there is any other insurance covering the same liability.

Unauthorised Movement - What is covered

We will also extend cover under this section to include third party liability arising out of the moving aside, without the authority of the owner, an obstructing vehicle if the position of this vehicle prevents the legitimate passage or the loading or unloading of **your** vehicle.

Unauthorised Movement - What is not covered

Any liability unless the obstructing vehicle is being driven by **you** or **your** business partner, director or employee.

Unauthorised Use - What is covered

We will also insure you for third party liability if **your Insured Vehicle** is being used or driven by **your** business partner, director or employee and is being used without **your** knowledge or consent for a purpose not permitted by **your Certificate of Motor Insurance**.

Unauthorised Use - What is not covered

Any liability unless **you** have taken all reasonable precautions to ensure that all persons who may use or drive the **Insured Vehicle** are aware of the limitations to use under this **Policy**.

Costs of Legal Representation - What is covered

If **we** agree in writing first, **we** may pay for the following legal fees if they arise from a claim caused by an accident that is covered under this **Contract of Motor Insurance**.

- The solicitor's fee for representing anyone **we** insure at a court of summary jurisdiction, fatal accident enquiry or coroner's inquest.
- The reasonable costs of legal services **we** arrange for defending an Insured Person against a charge of manslaughter or causing death by dangerous driving.

We may, at any time, stop paying the legal costs.

Costs of Legal Representation - What is not covered

- Any costs which have not first been agreed in writing by **us** or arising from a claim caused by an accident which is not covered under this **Contract of Motor Insurance**.
- Any costs where **we** have chosen to stop payments or arising from a claim which is not covered as a result of the **General Exclusions**, **General Conditions** and **Endorsements**.

Emergency Medical Treatment - What is covered

We will pay for the Emergency Treatment Fees, as required by the Road Traffic Acts, after an accident involving the **Insured Vehicle**. **We** must, by law, provide this cover.

Emergency Medical Treatment - What is not covered

- Any amount that is more than the compulsory fee.

Cross Liabilities

The insured named in the **schedule** and each associated and/or subsidiary company shall be deemed third parties to one another in respect of claims under this section of the **Policy**.

Section 2

Fire and Theft

What is covered

We will cover **you** for loss or damage to the **Insured Vehicle** that is caused by fire, lightning, explosion, theft or attempted theft. This includes **standard accessories** on it.

We will also pay for loss or damage to the **Insured Vehicle's** fitted in-car entertainment equipment up to the limit of £500.

What is not covered

- Any vehicle which is not the **Insured Vehicle** and any loss or damage if **you** do not have cover under this section.
- Wear and tear, mechanical, electrical, electronic and computer failure, breakdowns or breakages.
- Compensation for **you** not being able to use the **Insured Vehicle**, any delay where **we** have to get new parts or accessories or they are unavailable, or the value of the **Insured Vehicle** reducing for any reason.
- Any other indirect loss.
- Loss or damage if **you** have not taken reasonable care to protect the **Insured Vehicle**, (see 'Care of the Vehicle' under the **General Conditions**), or if it has been left unlocked or with the keys in it or attached to it, or, if having agreed with **us** that a specially fitting locking or tracking device, immobiliser or alarm must be fitted, the equipment has not been set and is not working whenever the vehicle is left.
- Loss or damage from repossessing the **Insured Vehicle** and returning it to its rightful owner, or from any agreement or proposed transaction for selling or hiring the **Insured Vehicle** or someone taking it by fraud, trickery or deception.
- Loss or damage arising from the **Insured Vehicle** being taken or driven without the permission of the insured or **insured driver** or hirer, by a person who is not an **insured driver** but is a member of the **insured driver's** or hirer's **family or household**, or by an employee or ex-employee of the insured or **insured driver**.
- Loss or damage resulting from using an **Insured Vehicle** or using machinery attached to it as a tool of trade.
- Loss or damage caused deliberately by **you** or any person driving the **Insured Vehicle** with **your** permission.
- Any additional damage resulting from the **Insured Vehicle** being moved by **you** after an accident, fire or theft.
- Any amount above £500 for fitted in-car entertainment equipment.
- Any storage charges unless **you** tell **us** about them and **we** agree in writing to pay for them.
- Tools of trade, documents, samples or goods.
- Personal Belongings.
- Keys, remote control or security devices (whether lost or stolen) unless **you** have cover under Section 5.
- Tapes, cassettes, compact and mini discs, Citizens-Band radios, phones or phone equipment.
- Any loss or damage up to the amount of the **Excess** that appears on **your Schedule**.
- Any satellite navigation equipment or accessories, whether permanently fitted or not, that are not **Standard Accessories**.
- Any loss or damage caused by failure to maintain the **Insured Vehicle** and safeguard it from such loss or damage.
- Any amount above £2,000,000 arising out of a single incident at one location owned or occupied by **you**.

Section 3

Accidental Damage (excluding fire and theft)

What is covered

We will cover **you** for loss or damage to the **Insured Vehicle**. This includes **standard accessories** on it. **We** will also pay for loss or damage to the **Insured Vehicle's** fitted in-car entertainment equipment up to the limit of £500.

Young or inexperienced driver **excess**

If the **Insured Vehicle** is damaged while a young or inexperienced person is driving it, **you** will have to pay part of the cost of each claim as follows:

Driver's age	Amount you pay
• Under 21	£400
• 21 to 24	£300
• 25 or over who has not held a full UK or EU licence for 12 months or more	£300

This **excess** is in addition to any other **excess** which **you** may have to pay.

What is not covered

Any loss or damage described in 'what is not covered' under the Fire and Theft section of this **Policy**. **We** also do not cover the following:

- Damage to tyres caused by wear and tear, braking, punctures, cuts or bursts.
- Damage caused by frost, unless **you** have taken reasonable care to stop the damage happening and have followed the manufacturer's instructions to avoid liquid freezing in **your** vehicle.
- Any amount above £2,000,000 arising out of a single incident at one location owned or occupied by **you**.

New car replacement

If, within one year of **you** buying the insured **Private Car** from new and **you** were the first registered owner, it is:

- Stolen and not recovered, or
- Damaged so that repairs will cost more than 60% of the manufacturer's price list (including taxes and the cost of accessories) at the time of the loss or damage;

we will replace the insured **Private Car** with a new one of the same make, model and specification.

New car replacement does not apply if:

- **You**, or anyone **we** know who has an interest in the insured **Private Car**, does not agree.
- The insured **Private Car** is more than one year old at the time of the loss or damage.
- **You** were not the first registered owner of the insured **Private Car**.
- **You** did not buy the vehicle from new.
- The repairs cost less than 60% of the manufacturer's price list (including taxes and the cost of accessories).
- The use under this **Policy** extends to cover self drive hire.
- A replacement car of the same make, model and specification is not available, when the most **we** will pay is the **Market Value** of the insured **Private Car** and its **standard accessories** at the time of the loss or damage.

We are not liable for the consequences of any delay in getting the replacement car.

Section 4

Windscreen and Windows

What is covered

We will pay for damage to the **Insured Vehicle's** windscreen or windows.

The **Schedule** shows the maximum amount **we** will pay:

- In any one **Period of Insurance** if the windscreen or window is replaced or repaired by Highway Glassline (Telephone 0800 678 1010) or
- In any one **Period of Insurance** if any other supplier carries out the repair or replacement.

What is not covered

- Any loss or damage if **you** do not have cover under this Section.
- Damaged sunroofs, roof panels including damage to any part of a convertible hood, lights or reflectors, even if they are made of glass.
- Extra costs for the work to be undertaken outside normal hours, unless the windscreen is shattered, or the driver's vision or the security of the **Insured Vehicle**, is affected.
- The **Excess**, unless **you** have **your** windscreen or window repaired rather than replaced. (The **Excess** must be paid direct to the repair or replacement company if **your** windscreen or other windows are replaced, rather than repaired).

Section 5

Lock Replacement - Stolen Key Cover

What is covered

If the keys, lock transmitter or entry card for the keyless entry system of **your Insured Vehicle** are stolen, **We** will pay up to £750 towards the cost of replacing:

- the door and boot locks
- the ignition and steering locks
- the lock transmitter; and
- the entry card

provided that **we** are satisfied that the identity or location of **your Insured Vehicle** is known to any person who may have the keys, transmitter or entry card, and reasonable care is taken to safeguard the keys, transmitter or entry card from loss.

What is not covered

- Any amount in excess of £750.

Section 6

Medical Expenses

What is covered

If **you** or **your** passengers are injured because of an accident involving the **Insured Vehicle**, **we** will pay up to £150, in addition to the compulsory Emergency Medical Treatment fee (see Section 1), for each person for any medical treatment they receive.

What is not covered

Any medical expenses if **you** do not have cover under this Section.

Section 7

Driving Abroad

Unless **you** ask **us** to extend **your** cover (additional Cover Abroad), and pay any extra premium needed, the cover for using the **Insured Vehicle** abroad is very restricted. It does not include loss or damage to the **Insured Vehicle** and, depending on the country concerned, may be very limited with regard to **your** legal liability to others.

Minimum Insurance - What is covered

We provide the minimum cover that applies to the country concerned to allow **you** to use any vehicle covered by this Insurance in:

- Any country which is a member of the EU;
And
- Other countries which have made arrangements to meet the minimum insurance set by the EU.

The minimum cover automatically provided by this **Contract of Motor Insurance** varies from country to country.

Minimum Insurance - What is not covered

- Damage to the **Insured Vehicle**
- Customs and Excise Duties

Additional Cover Abroad - What is covered

We will extend **your** cover to apply to:

- Any country which is a member of the European Union
And
- Any other country which has agreed to follow European Union Directives and is approved by the Commission of the European Union.
- The **Insured Vehicle** whilst it is being transported by rail, sea or air between countries which **you** have cover for.

If **you** are travelling by sea, it must be by a recognised sea route and the journey should not take longer than 65 hours.

We will also cover **you** for General Average contributions, salvage charges and sue and labour charges while **your Insured Vehicle** is being transported by sea between any countries in which **we** agree to insure **you**.

We will also refund any custom duty that **you** may be obliged to pay as a direct result of loss or damage to the **Insured Vehicle** preventing it being returned to the United Kingdom from any country in which **we** have agreed to insure **you**.

The provision of this cover is dependant on the type of vehicle to be taken abroad:

- a) **Private Cars** but excluding any **Insured Vehicle** used for self drive hire purposes.

We will cover **you** for up to 90 days in any **Period of Insurance** as long as:

- The **Insured Vehicle** is taxed and registered within the **Geographical Limits**, and
 - **Your** main permanent home is within the **Geographical Limits** and **your** visit abroad is only temporary.
- b) **Commercial Vehicles, Motorcycles, or Private Cars** used for self drive hire purposes.

We will cover **you** for up to 90 days in any **Period of Insurance** as long as:

- **You** let **us** know before **you** go abroad and **you** pay any extra premium **we** need, and
- The **Insured Vehicle** is taxed and registered within the **Geographical Limits**, and
- **Your** main permanent home is within the **Geographical Limits** and **your** visit abroad is only temporary.

Additional Cover Abroad - What is not covered

- Any loss or damage to an insured **Commercial Vehicle, Motorcycle,** or **Private Car** used for self drive hire purposes, if **you** have not asked for extra cover and have not paid any premium needed.
- General Average contributions, salvage charges, sue and labour charges, Customs and Excise duty unless the loss or damage is covered under this **Policy**.
- Use for more than 90 days in the **Period of Insurance** for any **Insured Vehicle** unless otherwise agreed by **us**.
- Loss or damage in any Country which is not a member of the European Union or a Country which has agreed to follow European Union Directives and is approved by the Commission of the European Union.
- The **Insured Vehicle**, unless it is being used for purposes described in the **Certificate of Motor Insurance**.
- Any additional accommodation or travel costs or expenses incurred.

General Advice when travelling abroad - The following advice does not form part of your Contract of Motor Insurance.

- Do take out adequate travel, breakdown and recovery insurance to cover all eventualities, even on a short trip
- Do not sign an Agreed Statement of Facts form unless **you** fully understand and agree with its contents. In some countries they are binding agreements of the circumstances of an incident.

Claims Handling

Our aim is to give **you** the best claims service that **we** can. If **you** use the services **we** have put in place to achieve this, **we** can provide a better service than when the claim is outside **our** control.

Advice

There are some important points that **you** should be aware of if **you** are involved in an accident or **your** vehicle is stolen.

Accident

- Give **you** name, address and insurance details.
- Get the name, address, phone number, vehicle registration and any other information **you** can from the other driver or drivers, passengers, witnesses and any attending police officer.
- Note the exact location and any relevant road signs or markings.
- If there is an injury and **you** did not give **your** details at the scene, report the incident to the police within 24 hours.
- **You** must STOP at the scene of the accident, do not drive away until **you** have exchanged details with the other party involved.

Theft

- Report the theft to the police immediately and take a note of the officer's name, number constabulary and crime reference number.
- If **you** know where the vehicle is after its theft, make sure that it is safe and secure.

After an accident or theft, ring either **our** Commercial Vehicle Claims (UK) on 0845 337 2671 or Northern Ireland Claims on 02890 410 220 as soon as possible.

Windscreen Damage – Ring 0800 678 1010

(See Section 4)

Contact Highway Glassline (0800 678 1010) as soon as possible after the **Insured Vehicle's** windscreen is damaged.

Some windscreen damage can be repaired. If so, no windscreen **excess** will apply.

Handling Your Claim

(See Sections 2 and 3)

We will do the following:

- Get an agent to take the **Insured Vehicle** to the nearest Recommended Repairer or another safe place if **you** cannot drive it.
- Refer **you** to a Recommended Repairer. **You** can take the vehicle to them or they will collect it and return it to **you** after an estimate has been prepared.
- Send the vehicle to a Recommended Repairer, or another repairer of **your** choice, if **we** disagree with the estimate for repairing it provided by a non-approved repairer.
- If an insured **Private Car**, or **Commercial Vehicle** up to but not exceeding 3.5 tonne gross vehicle weight, is being repaired by a Recommended Repairer from our network, they will endeavour to provide you with a class A courtesy car for the duration of the repair to the **Insured Vehicle**. Provision of a courtesy vehicle is entirely at the discretion of the Recommended Repairer and is subject to availability. **Highway Insurance** will not accept any responsibility for losses arising where a Recommended Repairer is unable to supply a courtesy car.
- Treat the **Insured Vehicle** as stolen if it has not been recovered within 30 working days after **you** reported the theft to **our** Contact Centre. It must still be missing when **we** pay **your** claim.

- Deal with the claim in any way **we** think appropriate.
- Take over, defend or settle any claims in **your** name, or that of any other person insured.
- Take action (which **we** will pay for) in **your** name, or that of any other person insured, to get back any money **we** have paid.
- Have **your** vehicle examined by **our** own or **our** appointed engineer.

You should do the following:

- Send **us**, unanswered, every letter **you** receive about a claim as soon as possible.
- Tell **us**, as soon as **you** know, about any prosecution, coroner's inquest or fatal accident injury.
- Not admit liability or negotiate a settlement without **our** written permission.
- Get **our** permission before ordering any new part or accessory, and before paying for any transport outside the **Geographical Limits**.
- Tell **us** straightaway if the **Insured Vehicle** is stolen and **you** later get it back, or discover where it is.
- Send **us** the **Certificate of Motor Insurance**, the Vehicle Registration document and Department of Transport Test (MOT) Certificate if the **Insured Vehicle** needs one, keys and any other documents **we** ask for before **we** pay **your** claim.
- Give any information, help and co-operation **we** need, including going to court if necessary.

Paying Your Claim

(See Sections 2, 3 and 4)

We will do the following:

- Pay the reasonable cost of protecting the **Insured Vehicle**.
- Pay for the **Insured Vehicle** to be brought back to the address shown on the **Schedule**. (**We** will not pay the cost of any transport

outside the **Geographical Limits** unless **we** agree to do so first).

- Entirely at **our** discretion and subject to payment of the **policy excess**, arrange to:
 - a) repair the damage at **our** Recommended Repairer, **we** may decide to use suitable parts or accessories which are not supplied by the original manufacturer, or alternatively authorise repairs at a repairer of **your** choice subject to the provision of satisfactory estimates,
 - b) pay **you** the cost of replacing or repairing the damaged parts, including their fitting, or
 - c) treat the **Insured Vehicle** as a total loss and pay **you** the **Market Value** of the vehicle less the **Excess** just before the loss or damage happened.
- Pay the last known cost shown in the manufacturer's price list and the reasonable cost of fitting if any lost or damaged part or accessory is no longer available.
- Not pay the whole cost of any repair or replacement that leaves the vehicle in a better condition than before the loss or damage (**you** will pay part of the cost of the repair or replacement).
- Not refund any premium if the **Insured Vehicle** is written off or there is any claim. Once **you** accept **our** offer or **we** have paid the claim (or both) the **Insured Vehicle** becomes **our** property.
- Settle the claim to the legal owner if the **Insured Vehicle** is part of a hire-purchase or leasing agreement, or belongs to someone else.
- **We** will not pay the VAT element of any claim if **you** are registered for VAT.

You should do the following:

- Pay any **Excess** direct to the repairer when **you** collect **your** vehicle.
- Pay the VAT direct to the repairer when **you** collect **your** vehicle if **you** are registered for VAT.
- Reimburse **us** any amount **we** pay to any repairer in respect of a claim under the **Contract of Motor Insurance** in relation to the VAT element of the total cost, if **you** are registered for VAT.

Fraudulent, False and Exaggerated Claims

Fraudulent, false and exaggerated claims increase premiums for **our policy** holders. **We** will not pay a claim which is in any part fraudulent, false or exaggerated, or if **you**, or anyone acting for **you**, makes a claim in a fraudulent or false way, or where **we** have been given any documents which are false or stolen. **We** will also seek to recover any costs that **we** have incurred. In such circumstances, **we** will cancel **your policy** and **we** will not return any premium.

General Exclusions

These **General Exclusions** apply to the whole of this **Contract of Motor Insurance** and describe the things which are not covered. These apply as well as the exclusions shown under 'What is not covered' in each of the Sections detailing the cover provided.

This **Contract of Motor Insurance** does not cover claims arising from any of the following.

- 1 Any accident, injury, loss or damage that happens while the **Insured Vehicle** is being:
 - used for a purpose which it is not insured for;
 - driven 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 **Endorsements** or who is covered by another insurance;
 - driven or in the charge of anyone who does not have a valid driving licence or who is disqualified from driving, who has not held a driving licence or who is prevented by law from holding one;
 - driven or in the charge of anyone who does not meet the terms and conditions of their driving licence as required by DVLA / DVLNI rules and regulations and any relevant law.
 - driven or in the charge of anyone who does not meet all the conditions described in the **Endorsements on your Schedule** and all the **General Conditions** in this **Policy**.
 - kept or used in an unsafe or unroadworthy condition. (**You** may be asked to provide details to show the **Insured Vehicle** was regularly maintained and kept in good condition);
 - kept or used without a current Department of Transport Test (MoT) certificate if one is needed;
 - kept or used in any way that breaks any Security requirements imposed by an **Endorsement**;
 - used to carry passengers or goods in a way likely to affect the safe driving and control of the vehicle; or
 - used in or on restricted areas of airports, airfields or military bases.
- 2 Any liability that **you** have agreed to accept unless **you** would have had that liability anyway.
- 3 Anyone who does not meet all the conditions described in the **Endorsements on your Schedule** and all the **General Conditions** in this **Policy** and any other condition of this **Policy**.
- 4 Any use connected with the motor trade, unless this use is described in the **Certificate of Motor Insurance** (under Limitations as to Use).
- 5 Hiring out the **Insured Vehicle** for money, unless this use is described in the **Certificate of Motor Insurance** (under Limitations as to Use).
- 6 Racing of any description or being used in any contest, competition, rally or speed trial (apart from treasure hunts).
- 7 The **Insured Vehicle** being used on any form of race track, de-restricted toll road (including the Nurburgring) or off-road activity.
- 8 Any accident, injury, loss or damage caused directly or indirectly by:
 - war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil unrest, revolution, act of terrorism, riot or similar event;
 - earthquake;
 - ionising radiation or radioactive contamination from nuclear fuel, or nuclear waste, or any risk from nuclear combustion or equipment;
 - pressure waves caused by aircraft and other flying objects; or
 - carrying any dangerous substances or goods.

- 9 Any liability, loss or damage caused by explosion, sparks or ashes from the **Insured Vehicle**, or from any trailer or machinery attached to, or detached from, it.
- 10 Any liability, loss or damage that happens outside the **Geographical Limits** (apart from the cover detailed in Section 7 - Driving Abroad).
- 11 Any proceedings brought against **you** outside the **Geographical Limits**, unless they result from using the **Insured Vehicle** in a country which **we** have agreed to extend this insurance to cover (see Section 7 - Driving Abroad).
- 12 Any liability, injury, loss or damage caused directly or indirectly by:
 - pollution; or
 - contamination;unless the pollution or contamination is directly caused by one incident at a specific time and place during the **Period of Insurance** and is:
 - sudden;
 - identifiable;
 - not deliberate; and
 - unexpected.

We will consider the pollution to have happened at the time the incident took place.

General Conditions

The following **General Conditions** apply to the whole of this **Contract of Motor Insurance**. These describe **you** responsibilities, general information and the procedures that apply in certain situations, such as when there is a claim or the **Contract of Motor Insurance** is cancelled. If **you** do not meet the terms and conditions of this **Contract of Motor Insurance**, it could make the cover invalid or mean **we** may refuse to pay **your** claim.

Keeping to the Policy Terms

Your premium is based on the information **you** gave **us** when **your** cover started and when **you** renew it. If **your** circumstances change, **you** must tell **us** as soon as possible. If **you** are not sure whether **you** need to tell **us** about certain facts, **you** should give **us** the information anyway, or contact **your Insurance Adviser** for advice. **You** should keep a record of the information **you** give in relation to this **Contract of Motor Insurance**. If **you** did not or do not give full and accurate information, this **Contract of Motor Insurance** may be invalid and **we** may refuse to deal with any claim **you** might make.

This insurance will only apply if:

- the person claiming has kept to all the terms and conditions of this **Contract of Motor Insurance**; and
- all the information **you** have supplied upon which the **Contract of Motor Insurance** is based is correct and complete to the best of **your** knowledge and belief.

Motor Insurance Database (MID)

It is a condition of this **Contract of Motor Insurance** that **you** supply such details, as are required by law, for entry on the MID.

Right of recovery

If the law of any country which this **Contract of Motor Insurance** covers requires **us** to make payments which, but for that law, **we** would not otherwise have paid, **you** must repay the amount 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 to **us**.

If **we** have refunded any premium following cancellation, **we** can take any money **you** owe **us** from any payment **we** make.

Care of the Vehicle

All **Insured Vehicles** must be covered by a valid Department of Transport Test (MoT) Certificate if **you** need one by law.

You must take all reasonable precautions to avoid loss of or damage to the **Insured Vehicle**. For example, **you** should remove it to a safe place as soon as possible if it breaks down. **You** should also take all reasonable care of the keys to the **Insured Vehicle** to prevent them being lost or stolen.

You must always take the keys out of the ignition and remove them completely when the **Insured Vehicle** is left at any time whatsoever (regardless of whether the vehicle is still within **your** sight) and make sure that **you** do not leave belongings on display. **You** should close all the windows and sun-roofs and lock all the doors. Alarms, immobilisers and tracking devices should be turned on when fitted. **Endorsements** may apply to **your** cover, setting out other requirements relating to immobilisers, alarms and tracking devices. In these cases, **we** will need to see evidence that an approved alarm, immobiliser or tracking device has been fitted. These devices must always be on and working whenever the **Insured Vehicles** are left.

If **you** do not take reasonable care of the **Insured Vehicle** and meet any security requirements, this **Contract of Motor Insurance** may no longer be valid and **we** may not pay any claim.

You or any other person covered by this insurance must do the following:

- Protect all **Insured Vehicles** from loss or damage.
- Keep all **Insured Vehicles** in an efficient and roadworthy condition. (**You** may be asked to provide details to show the **Insured Vehicle** was regularly maintained and kept in good condition.)
- Not move or drive any **Insured Vehicles** in a way likely to affect safe driving or control or in a way which could cause loss or damage to it.
- Not move or drive the **Insured Vehicle** after an accident, fire or theft if to do so may cause additional damage.
- Allow **us** to examine the **Insured Vehicle** at any reasonable time.

Cancelling your Policy

You may cancel this **Contract of Motor Insurance** at any time by telling **us**, or **your Insurance Adviser**, in writing and sending **us your Certificate of Motor Insurance**.

If **you** or someone else has not made a claim in the current **Period of Insurance**, **we** will refund part of **your** premium. **We** will work out the refund using the chart below. When **we** work out the time **you** have been covered, **we** use the period from the date the insurance started to the date **we** receive **your Certificate of Motor Insurance**.

Length of time you have had cover for	How much of the annual premium we will refund
up to 1 month	75%
up to 2 months	60%
up to 3 months	50%
up to 4 months	40%
up to 5 months	30%
up to 6 months	20%
up to 7 months	10%
over 7 months	0%

These rates apply to yearly policies and will vary for policies of a shorter period.

We will not refund any of **your** premium if the **Contract of Motor Insurance** is cancelled following a claim whether settled or not.

We, or **our** authorised agent, may cancel this **Contract of Motor Insurance** by giving **you** seven days notice in writing to **your** last known address. **We** do not have to give any reason for cancelling this contract. If **we** do this, **we** will refund part of **your** premium for the **Period of Insurance** left after the cancellation date, as long as **you** or someone else has not made a claim under this **Contract of Motor Insurance**.

If **we**, or **our** authorised agent, cancel this **Contract of Motor Insurance** because **you** have not paid the premiums on time, **we** will not refund any part of the premium **you** have already paid. **We** will work out any premium **you** owe **us** by charging **you** for the time **you** have been covered by this **Contract of Motor Insurance** using the chart above.

In all cases, **you** must return the **Certificate of Motor Insurance** to **us** as soon as **you** receive notice of cancellation. **We** will not pay any refund until **we** receive the **Certificate of Motor Insurance**, or if **you** or someone else has made a claim under this **Contract of Motor Insurance**.

If **you** produce a cancelled **Certificate of Motor Insurance** to any person with the intention of deceiving that person into accepting it as genuine, **you** may be prosecuted.

Other Insurance

If **you** claim for anything that is covered by another insurance, **we** will only pay any amount **you** cannot get back from the other insurance up to the limits of this **Contract of Motor Insurance**.

After a Claim

If there is a claim under this **Contract of Motor Insurance**, or it has been cancelled, **we** can:

- get back any money **you** owe **us**;
- take off any money **you** owe **us** when **we** pay **your** claim; and
- ask **you** to pay **us** back any money **we** have already paid.

If **we** declare the **Insured Vehicle** a total loss (write off), **you** must pay whatever **you** owe **us** before **we** will pay **your** claim, or **we** may take what **you** owe **us** from anything **we** pay **you**.

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Commercial Vehicle Claims (UK) - 0845 337 2671
Northern Ireland Claims - 02890 410 220
Windscreen Damage Highway Glassline - 0800 678 1010

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