

POLICY DOCUMENT

PRIVATE & PUBLIC HIRE

KEY: COMPREHENSIVE (COMP) THIRD PARTY ONLY (TPO)

WELCOME

Thank you for choosing to insure **your vehicle** with **us**. This Policy Document explains **your** contract of insurance. **Please examine it carefully alongside your Schedule and if found incorrect return at once to your broker - Headway Insurance Services Ltd (Headway).**

Insurance has been effected between **us** and **you, our** insured. This document is evidence of that insurance. The information and statements provided in the proposal form and the declaration which **you** have made to **us** and signed are the basis of the contract.

We have agreed to insure **you** subject to the terms, conditions and exceptions contained in or endorsed upon this document against such liability, loss or damage that may occur during the **period of insurance** for which **you** have paid or agreed to pay the premium or is directly sustained in connection with **your vehicle** shown in **your Schedule**.

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



Managing Director

Choice of law

The law of England and Wales will apply to this contract unless:

- a **we** and **you** agree otherwise
- or
- b at the date of the contract **you** are a resident of (or, in the case of a business, the registered office or principal place of business is situated in) Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply.

This policy is proof of the contract between **you** and **us** and is based on the information **you** gave **us** when **you** requested a quotation for application for this insurance. **You** must ensure that all information that **you** have given **us** is, as far as **you** know, true. It is also **your** responsibility to ensure that information relating to all drivers covered by this policy is correct.

If **we** discover that **you** knowingly provided false information, **you** will be expected to pay the difference to cover the risk. **We** also reserve the right to cancel/void the policy. **You** must also notify **us** as soon as reasonably possible about any incident which may or may not give rise to a claim on this policy regardless of whether **you** believe **yourself** to be at fault or not.

If **you** are sent a summons, writ, claim or letter or if **you** receive any notice of prosecution, inquest or fatal accident, **you** must send it straight to **NCS**, unanswered as soon as possible at the following address: Noble Claims Services Limited, Nelson House, 19 West Street, Carshalton, Surrey, SM5 2PT.

MAKING A CLAIM

All incidents occurring which may give rise to a claim under this insurance, irrespective of negligence or liability must in the first instance be reported to **our** dedicated claims handlers Noble Claims Services Limited, (**NCS**) on:

020 8370 4994 within twenty-four (24) hours of the incident occurring.

This line is open:
Mon - Fri: 09:00am - 17:30pm
Sat: 09:00am - 12:00pm

If you need to report a claim outside of these hours then please send an email to: fnol@nobleclaims.co.uk and you will receive a call back during opening hours.

For immediate 24 hour assistance please call the following numbers:

Urgent recoveries [Nationwide Recoveries]

0208 370 4992 (within M25)
0208 370 4993 (outside M25)

Windscreen claims

National Windscreens: 0800 023 5303
Auto Glass: 0344 248 2162

Their dedicated team will manage everything on **your** behalf until a settlement is reached with the minimum of fuss or inconvenience.

When reporting an accident it is helpful if **you** can provide as much information as possible including:

- An in-depth account of the incident (location, number of vehicles and persons involved, nature of incident).
- Full third party details (full name, address, contact telephone number, vehicle registration number).
- Witness details where possible (full name, address, contact telephone number).
- Photographic evidence of damage, including third party damage.

Who repairs my vehicle?

If **your** policy is comprehensive then an **approved repairer** will repair **your vehicle**. The network of **approved repairers** consists of approved garages which have been appointed on the basis of their high quality repair standards and customer service. **NCS** will obtain repair estimates on **your** behalf and will be able to expedite authorisation of the necessary repairs.

If **you** choose to use **your** own repairer, **we** cannot guarantee that the work will be of a high standard and **we** will need to approve an estimate obtained by **yourself** before work can commence. If **we** think the repair estimate is unreasonable **we** may arrange for **your vehicle** to be moved to a different repairer. Any difference in labour costs over and above what an **approved repairer** would charge may have to be paid for by **you** if the costs cannot be agreed upon.

Please remember: As part of **your** contract with **us**, **you** must notify **NCS** as soon as reasonably possible about any incident which may or may not give rise to a claim on this policy regardless of whether **you** believe **yourself** to be at fault or not.

If **you** are sent a summons, writ, claim or letter or if **you** receive any notice of prosecution, inquest or fatal accident, **you** must send it straight to **NCS** unanswered as soon as possible at the following address: Noble Claims Services Limited, Nelson House, 19 West Street, Carshalton, Surrey, SM5 2PT.

You must also not admit liability for or negotiate to settle any claim without **our** written permission.

DEFINITIONS

Whenever the following words or expressions appear in this document, they will have the meaning given below unless **we** say differently.

All defined terms appear in **bold italics** throughout this document.

Approved repairer

A repairer **we** have authorised and approved to repair **your vehicle** following a claim under Section 2 of this policy.

Certificate of Motor Insurance

The legal document which is evidence in writing of the existence of motor insurance that **you** have taken out as required by law, showing who can drive the **vehicle** and for what purposes it can be used. Any reference in such **Certificate of Motor Insurance** to the policy shall mean the insurance cover provided by this document.

Cooling off period

The period within fourteen (14) days from:

- a acceptance of this contract
- or
- b the day on which **you** received **your** policy documentation; whichever is the later.

Endorsement

An agreed change in or addition to the terms of the insurance, which overrides the standard insurance wording and is printed on or issued with **your Schedule**.

Excess

The amount **you** must personally pay towards the cost of a claim.

Headway

Headway Insurance Services Ltd – **your** broker.

Market value

The cost of replacing **your vehicle** as far as may be practical with one of the same make, model, year, type, mileage and condition at the time of the loss but not exceeding the purchase price paid by **you**.

Period of insurance

The length of time covered by this insurance as shown on **your Certificate of Motor Insurance**.

NCS

Noble Claims Services Limited - **our** claims handlers.

Road Traffic Act

A set of laws and all subsequent legislation concerning a driver's responsibilities and liabilities on roads in the **United Kingdom**.

Schedule

The document containing details of the policyholder, the premium paid, **your vehicle** and cover. It will also show any variations in the terms of the insurance and it may be replaced by an amended **Schedule** when there is a change in any detail of the insurance.

Total loss

When the cost of repair of **your vehicle** combined with its salvage value exceeds the **market value** or in the instance of an irrecoverable theft.

Trailer

Any form of **trailer** that has been specifically built to be towed by a motor car.

United Kingdom

England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

Vehicle

Any **vehicle** shown in the current **Schedule** or as otherwise described in the current **Certificate of Motor Insurance**, details of which have been supplied to and accepted by **us**, and for the purposes of Section 1 an attached **trailer** if applicable.

We/our/us

Nelson Insurance Company Limited (Nelson).

You/your/yourself

The person named as the insured/policyholder in any **Certificate of Motor Insurance**, **Schedule** or renewal notice applying to this insurance.

GENERAL CONDITIONS

1. Cover

We will not provide cover under this insurance unless **you** have complied fully with all terms, provisions, conditions and **endorsements**.

The cover provided under this insurance is subject to receipt by **us** of a truthfully and fully completed proposal and declaration, or statement of fact to **our** satisfaction.

Where a proposal or statement of fact in respect of this insurance is submitted after inception of this insurance, **we** reserve the right to withdraw cover and cancel this insurance or amend the terms and conditions, including the premium, after inception, based upon the information provided in such proposal or statement of fact.

We will not provide cover under this insurance to **you** or any person permitted to drive unless the terms, conditions and limitations of the driving licence are complied with.

We will not provide insurance to anyone entitled to insurance under any other insurance policy.

If **we** make a payment in accordance with the law of any country in which this insurance operates and such payment is **not** covered by this insurance **you** will have to repay **us**.

2. Your obligation

Accurate information

It is **your** duty to ensure that all information that **you** gave **us** when **you** requested a quotation for application for this insurance is, as far as **you** know, true and accurate.

It is also **your** responsibility to make sure that information relating to all drivers covered by this policy is correct.

Notification of incidents

You must notify **NCS** as soon as reasonably possible about any incident which may or may not give rise to a claim on this policy regardless of whether **you** believe **yourself** to be at fault or not. If **you** are sent a summons, writ, claim or letter or if **you** receive any notice of prosecution, inquest or fatal accident, **you** must send it straight to **NCS** unanswered as soon as possible.

Late notification will nearly always increase the cost of settling a claim, therefore **your** failure to report an incident could result in the increased cost being passed to **you**, the policyholder, for settlement.

In addition to any other **excess**, an additional **excess** in respect of any damage for late claim reporting will apply as indicated right:

vehicle, **you** must give **Headway** full details of its replacement. Before taking possession of **your** replacement **vehicle**, **you** will need to obtain a cover note or new **Certificate of Motor Insurance**.

4. Total loss

If **your vehicle** is lost or should **we** elect to treat it as a **total loss**, the current **Certificate of Motor Insurance** must be returned to **Headway** before **we** make any payment in respect of the loss.

5. Claims procedure

All incidents occurring which may give rise to a claim under this insurance, irrespective of negligence or liability must in the first instance be reported to **our** dedicated claims handlers Noble Claims Services Limited, (**NCS**) on:

020 8370 4994 within twenty-four (24) hours of the incident occurring.

This line is open 24 hours a day, 365 days of the year.

	COMP	TPO
Up to 7 days	NIL	NIL
8 - 30 days	£100	£100
31 - 45 days	£200	£200
46 - 60 days	£300	£300
61 - 89 days	£400	£400
90 days or more	£500	£500

Keeping your policy up to date

You must inform **Headway** of any material changes (any factors that differ from the information that **you** have given previously).

You must tell **Headway** before:

- If **you** are going to change **your vehicle**.
- If **you** are going to take **your vehicle** abroad.
- If **you** want to add another driver to **your** policy.

You must tell **Headway** immediately:

- If **you** change **your** address.
- If **you** sell **your vehicle**.
- If **you** or any named driver on the policy have had **your** driving licence revoked, have been banned from driving or if **your** driving licence status has changed.

You must tell **Headway** when **you** renew **your** policy:

- If **you** or any named driver on the policy have any new motoring convictions, fixed penalties or pending prosecutions since **you** took out the policy the previous year.
- Of any other factors which **you** believe may influence **our** decision to insure **you**.

You must inform **NCS** immediately if **you** or any named driver on **your** policy are involved in any incident involving **your vehicle** regardless of whether **you** believe **you** are at fault or not and regardless of whether **you** wish to make a claim or not.

Taking care of your vehicle

You are required to take all reasonable precautions to safeguard **your vehicle** from loss or damage and maintain **your vehicle** in a sound, safe and efficient condition. **We** shall have at all times, free access to allow an authorised representative to examine **your vehicle**.

3. Change of vehicle

If **you** wish this insurance to continue following a change of **your**

Our rights and your obligations are as follows:

Us

- **We** shall not be liable for any increase in damage as a result of **your vehicle** being removed by its own power following an accident.
- **We** may, at **our** discretion, take over and conduct in **your** name or the name of any other person indemnified under this insurance, the defence, prosecution or settlement of any claim for **our** own benefit.
- **We** shall have full discretion over the conduct of any proceedings and settlement of claims.
- **We** reserve the right if **we** or **our** representative consider any repair estimate to be unreasonable to enter into any communication with the repairer and failing agreement, to arrange for the removal of **your vehicle** to another repairer and pay for such work as may already have been done.
- Claims under this insurance shall be payable to **you** or **your** legal representatives.

You

- **You** must not admit liability for or negotiate to settle any claim without **our** written permission.
- **You** or **your** legal representative must give notice to **us** as soon as possible by contacting **NCS** on **020 8370 4994** with full details of the accident, loss or damage.
- **You** must take all necessary steps to ensure the safety of the damaged **vehicle** and its accessories.
- Any letter, claim, writ, claims form, summons or process **you** receive relating to the accident, loss or damage must be sent, unanswered, to **NCS** immediately at the following address: Noble Claims Services Limited, Nelson House, 19 West Street, Carshalton, Surrey, SM5 2PT.

- **You** must advise **NCS** in writing immediately if **you** are aware of any intended prosecution, Coroner’s Inquest or Fatal Accident Inquiry in connection with the accident.
- Persons including **you** who are claiming under this insurance must make no admission, offer, payment or promise without **our** written consent nor act in any way which might prejudice **our** position.
- If **your vehicle** and/or its accessories are stolen or taken without **your** consent **you** must, as soon as possible, report it to the police and if required by **us**, supply **us** with the crime reference number.
- In respect of claims under Section 9, **you** or **your** spouse shall allow the medical adviser or advisers appointed by **us** to examine **you** or **your** spouse as often as may be deemed necessary by **us**.
- **You** or any other person indemnified by this insurance must give **us** all the assistance and information possible and produce a copy of the driver’s licence if requested.

6. Cancellation

By you

Short term policies (1 month / 3 months / 6 months)

If you choose to cancel **your** policy there will be no refund and **we** will keep the whole premium.

Annual policies (12 months)

If **you** cancel this insurance within fourteen (14) days known as the **cooling off period**, **you** must write to **Headway** requesting cancellation enclosing **your Certificate of Motor Insurance**.

If **you** choose to cancel the insurance policy within this initial period of cover **you** will have to pay ‘pro-rata’ rates (minimum of £26.50) for the period of time **you** have had insurance cover.

If **you** have made a claim or an incident has occurred which may give rise to a claim, no refund of the premium will be made. Further charges may include a proportion of any commission paid to **Headway** and their administration fee, sufficient to cover their costs.

You may cancel this insurance at any time by returning **your Certificate of Motor Insurance** to **Headway**.

Should **you** wish to cancel this insurance, a charge for the expired period will be calculated from the date **we** receive **your Certificate of Motor Insurance** in accordance with the following scale:

Expired period (period not exceeding)	1 month	2 months	3 months	4 months	5 months	6 months	7 months	8 months	9 months	9+ months
Charge (% of annual premium)	10%	25%	35%	50%	60%	65%	70%	80%	90%	Full premium

Further charges may include a proportion of any commission paid to **Headway** and their administration fee, sufficient to cover their costs.

If at **any** time during the current **period of insurance** a claim is made or an incident occurs which may give rise to a claim, no refund of the premium will be made upon cancellation of this insurance.

By us

We or **Headway** may cancel this insurance, where there is a valid reason for doing so; by sending seven (7) days’ notice by certified posting or recorded delivery to **you** at **your** address which **you** last

notified to **us** (and in the case of Northern Ireland to the Department of the Environment, Northern Ireland).

Valid reasons include but are not limited to:

- Where **Headway** are unable to collect a premium payment.
- Failure to provide documentation requested by **us** or **Headway**.
- If **you** or anyone covered by this insurance has not met the terms and conditions of this insurance
- If **you** misrepresent or fail to declare information that is relevant to this insurance.
- Where **we** reasonably suspect or have evidence of criminal or fraudulent activity.

If at **any** time during the current **period of insurance** a claim is made or an incident occurs which may give rise to a claim, no refund of the premium will be made upon cancellation of this insurance.

7. Fraud

If **you** or anyone acting on **your** behalf make a claim knowing that any part of it is false, or if **we** have been given any documents which are false or stolen **we** will not pay the claim and **we** may void and cancel **your** policy.

We may also involve the relevant authorities to bring criminal proceedings.

8. No Claim Bonus

If **you** do not make a claim under this insurance, **your** renewal premium will be reduced in accordance with **our** scale applicable at such time.

If **we** have to make a payment which **we** have not yet been able to recover or cannot recover from any other party involved in the incident, a claim will count against **your** No Claim Bonus, regardless of whether **you** are at fault or not.

Your No Claim Bonus is not transferable.

9. Emergency treatment

We will pay for emergency medical treatment as required by the **Road Traffic Act**.

GENERAL EXCEPTIONS

We will not provide insurance:

- 1 While **your vehicle** is being:
 - a Used for any purpose not permitted by **your Certificate of Motor Insurance** or any **endorsement**.
 - b Driven by any person not permitted to drive by **your Certificate of Motor Insurance** or any **endorsement**.
- 2 For any claim occasioned by or arising from war, invasion, hostilities (whether war declared or not), acts of foreign enemy, civil war, revolution, rebellion, insurrection, military or usurped power or confiscation or requisition or destruction of or damage to property by order of any government or public authority, except so far as is necessary to satisfy the **Road Traffic Act**.
- 3 For any claim arising during or in consequence of riot and/or civil commotion occurring anywhere other than in Great Britain, the Isle of Man and the Channel Islands. This exception will not apply if **you** can prove that the claim was not caused by any of these events.

- 4 In respect of any liability accepted by agreement which would not have attached in the absence of such agreement.
- 5 In respect of any loss, damage, expense or legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - a Ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - b The radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- 6 For any claim if such claim is in any respect fraudulent. If any fraudulent means or devices are used by **you** or any other person acting on **your** or his or her behalf, all benefit under this insurance will be forfeited.
- 7 For any claim arising whilst **you**, or any person named on **your Certificate of Motor Insurance**, is driving illegally due to excess levels of alcohol or the use of drugs. In such circumstances **we** reserve the right to withhold any claim settlement during the police investigation and/or criminal proceedings and recover all sums paid to any third parties from **you** or the driver. Failure to supply a specimen of breath, blood or urine shall be deemed to be evidence that the driver at the time of the incident was under the influence of alcohol and/or drugs.
- 8 For any claim arising whilst **you**, or any person named on **your Certificate of Motor Insurance**, is using **your vehicle** under the conditions of a Public or Private Hire Drivers Licence and such a licence has expired, been revoked or invalidated. In such circumstances **we** reserve the right to recover all sums paid to any third parties from **you** or the driver.
- 9 For any direct or indirect loss or damage caused while any vehicle covered by this insurance is in the part of an airport, aerodrome, airfield or establishment provided for the take-off and landing of aircraft or the movement of aircraft on the surface, aircraft parking aprons including the associated surface roads and ground equipment parking areas, and those parts of passenger terminals of an international airport which come within the Customs examination area.
- 10 For any claim occasioned by or arising from suicide or attempted suicide, except so far as is necessary to satisfy the **Road Traffic Act**.
- 11 While **your vehicle** is being used by **you** or any insured person for any criminal activity.
- 12 If **your vehicle** is being driven with a load or a number of passengers which is unsafe.

SECTION 1

Liability to others

We will insure **you** for all amounts **you** may be legally liable to pay in respect of:

- a Death of or injury to any person.
- b Accidental damage to any person's property (including animals) up to a maximum of £20,000,000 in respect of one accident or series of accidents arising out of one event, involving:

1 **Your vehicle**

- 2 A **vehicle** not belonging to **you** and not hired to **you** under a hire purchase agreement and not leased or loaned to **you** under a

leasing or loan agreement, but only if:

- a **Your Certificate of Motor Insurance** allows.
 - b **You** are using the **vehicle** with the owner's permission.
 - c **You** are still in possession of **your vehicle**.
- 3 A single **trailer** or caravan or mechanically disabled vehicle whilst attached to **your vehicle**.

We will also insure:

- 4 Any other person using or driving **your vehicle** with **your** permission, other than those persons excluded by **your Certificate of Motor Insurance** or by **endorsement**, exception or condition of this insurance.
- 5 At **your** request any passenger travelling in or getting out of **your vehicle**.
- 6 **Your** employer, while **your vehicle** or any other **vehicle** covered under this insurance is being used by **you** or any other person permitted by **your Certificate of Motor Insurance** for the business purposes of **your** employer but only if the **vehicle** is not owned by or hired or leased to **your** employer.

Exceptions to Section 1

We will **not** provide insurance under this Section:

- 1 For any loss or damage to any **vehicle** or **trailer** which **you** or any person covered under this insurance is towing.
- 2 In respect of death of or injury to any person in **your** employ or the employment of any other person covered under this insurance arising out of and in the course of his or her employment where there is compulsory employers' liability insurance in force for such death or injury.
- 3 For damage to property or injury to animals owned or held in the trust, custody or control of **you** or any other person covered by this insurance.
- 4 If anyone driving **your vehicle** has never held a licence to drive or is disqualified from holding or obtaining such a licence.
- 5 To anyone who fails to comply with all the terms, exceptions, conditions and **endorsements** of this insurance as far as they can apply.
- 6 For loss or damage by pollution or contamination however caused other than to meet the requirements of the **Road Traffic Act**. For the purposes of this exception, pollution or contamination shall be deemed to mean:
 - a All pollution or contamination of buildings or other structures or of water or land or the atmosphere.
 - b All death, bodily injury, illness, loss or damage directly or indirectly caused by such pollution or contamination.
- 7 For any claim arising during or in consequence of an act of terrorism other than to meet the requirements of the **Road Traffic Act**. For the purpose of this exception, terrorism means an activity involving a violent or life threatening act by an individual or organisation with the intention of coercing, intimidating or influencing either an individual person, the civil population, or the government of any country, or any act deemed by any law enforcement body to be an act of terrorism.
- 8 For death or injury to the person driving **your vehicle** or in charge of **your vehicle** with the purpose of driving.

- 9 For loss or damage to any **vehicle** or **property** owned by **you** or by the person driving **your vehicle**.

SECTION 2 ■

Loss of or damage to your vehicle

If **your vehicle** is damaged it will be **our** decision whether to repair, replace it or pay in cash the amount of the damage. The most **we** will pay is the **market value** of **your vehicle** and its fitted accessories (excluding **vehicle** telephones, mobile telephones, smartphones, electronic navigation aids or any similar equipment) at the time of the damage not exceeding the last estimated value **you** declared to **us**.

Additional own damage excess

If **your vehicle** and/or any of its accessories are damaged while the **vehicle** is being driven by or in the charge of a person who is young or inexperienced as defined below **you** will personally have to pay the first part of the cost of the damage as shown. This is in addition to any other **excess** stated in **your Schedule**.

Age of driver	Amount you pay
Under 21 years	£350
21 to 22 years	£200
23 to 24 years	£150
25 years or over and holding a provisional licence or full UK licence for less than 12 months	£100

If **we** pay any of these sums on **your** behalf **you** will have to repay **us**.

Fire and theft cover

If **your vehicle** is lost or damaged by:

- a fire, lightning, self-ignition or explosion
- or
- b theft or any attempted theft;

it will be **our** decision whether to repair, replace or pay in cash the amount of the loss or damage. The most **we** will pay is the **market value** of **your vehicle** and its fitted accessories (excluding **vehicle** telephones, mobile telephones, smartphones, electronic navigation aids, taxi meter's, two way communication radios or any similar equipment) at the time of the damage not exceeding the last estimated value **you** declared to **us**.

If **your vehicle** is lost by theft **we** will only make payment if it has not been recovered within forty-two (42) days of the date upon which the theft was reported to **us**.

Audio and visual equipment and components, laptops, iPads/tablets, iPods/MP3's and discs are not covered under this Section (refer to Section 5 if applicable).

Fire and Theft excess

If **your vehicle** and/or its accessories are lost or damaged as described on the previous page **you** will be required personally to pay the first £100 towards the cost of any claim under this Section. This **excess** is in addition to any other **excess** stated in **your Schedule**. If **we** pay this sum on **your** behalf **you** will have to repay **us**.

Conditions under Section 2

If **your vehicle** is the subject of a hire purchase or leasing agreement, **we** reserve the right to make any payment to the legal owner, which will be a complete discharge of **our** obligations under these Sections.

Should **we** declare **your vehicle** a total loss and **we** make a payment on this basis, **your vehicle** becomes **our** property unless **we** agree otherwise.

Exceptions to Section 2

We will not pay for:

- 1 Loss of use of **your vehicle**.
- 2 Depreciation.
- 3 More than the manufacturer's last list price of any part or accessory.
- 4 Wear and tear, mechanical, electrical, electronic or computer breakdowns, failures and breakages caused by hacks, viruses or malware.
- 5 Breakages of any part directly due to application of brakes or to road shocks, or damage to tyres caused by braking, punctures, cuts or bursts.
- 6 Any loss or damage to **your vehicle** caused by the use of the wrong fuel or lubricants.
- 7 Loss of keys and any subsequent replacement of locks.
- 8 Any loss or damage arising from the confiscation, requisition or destruction of **your vehicle** by or under the order of any Government or Public or Local Authority.
- 9 Any loss or damage to **your vehicle** arising from water damage unless it is caused by a sudden, identifiable event which was unintended and unexpected and happened at one specific time and place.
- 10 Loss of **your vehicle** by deception by a purported purchaser or his/her agent or loss of proceeds of sale.
- 11 Any reduction in the **market value** of **your vehicle** as a result of repairs to **your vehicle**.
- 12 Any loss or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- 13 Any loss or damage arising from theft or attempted theft whilst the ignition keys of **your vehicle** have been left in or on **your vehicle**.
- 14 Repair or replacement of any signage or advertisement on or in **your vehicle**.
- 15 Repair or replacement of any non standard parts fitted to **your vehicle** that were not previously disclosed to **us**.
- 16 Loss or damage to **your vehicle** if it is taken or driven without **your** permission by any member of **your** family or partner, anyone living in **your** home or anyone known to **you**.
- 17 The cost of obtaining a new private/public hire plate if damaged, lost or stolen either separately or as well as **your vehicle**.
- 18 Any loss or damage to **your vehicle** if you leave fare paying passengers alone in **your vehicle**.
- 19 Any loss or damage caused while charging a wholly or partly electronically powered vehicle unless the manufacturers instructions are adhered to.
- 20 **You** are also required to maintain **your vehicle** in accordance with the manufacturers recommendations and keep it in a sound, safe and efficient condition.
- 21 Damage to **your vehicle** unless a detailed estimate of repairs is received by us within ninety (90) days of the incident date.

SECTION 3 **Windscreen cover** (*only applies if stated in the Schedule)

In the event of a windscreen or window (excluding sunroof) being broken from any accidental cause without further damage to **your vehicle**, **we** will pay up to a maximum of £500 towards the cost of replacement less an **excess** (please refer to your schedule).

Any payment made under this Section will not affect the No Claim Bonus, and the **excess** will not be payable if damage to the windscreen or window is repaired rather than replaced. If **we** pay this sum on **your** behalf **you** will have to repay **us**.

SECTION 4 **Legal costs**

In dealing with or defending any claim under this Section **we** will pay at **our** discretion:

- a Solicitors' fees for representation at any Coroner's Inquest or Fatal Accident Inquiry or for defence of proceedings at any Court of Summary Jurisdiction.
- b Any other legal costs and expenses agreed by **us** in writing.
- c Reasonable legal costs to defend any person covered by this insurance against proceedings arising from any death.

SECTION 5 **Audio and visual equipment**

We will provide cover in respect of loss of or damage to audio and visual equipment and components (excluding **vehicle** telephones, mobile telephones, smartphones, laptops, iPads/tablets, iPods/MP3's and discs) whilst such equipment and components are permanently fitted to **your vehicle**. If the cover stated in **your Schedule** is comprehensive the most **we** will pay is £500.

You will be required personally to pay the first £100 in respect of any claim under this Section arising from theft or attempted theft. This **excess** is an addition to any other **excess** stated in **your Schedule**. If **we** pay this sum on **your** behalf **you** will have to repay **us**.

Exceptions to Section 5

We will **not** provide insurance under this Section if **your vehicle** is an open or convertible **vehicle**.

SECTION 6 **Foreign use****Territorial limits**

This insurance only applies in:

- 1 The **United Kingdom**.
- 2 Any other member country of the European Union (EU) and any other country in respect of which the Commission of the European Union is satisfied that arrangements have been made to meet the requirements of any European Union Directive on insurance of civil liabilities arising from the use of motor vehicles, but only so far as is necessary to comply with the compulsory motor insurance legislation of such countries which does not cover loss or damage to **your vehicle**.

Foreign travel

In addition to providing cover within the territorial limits, this policy, in compliance with the EU directives also provides the necessary requirements to meet the laws on compulsory insurance of motor vehicles in:

- Any other country which is a member of the European Union.
- Any country which the commission of the European Communities is satisfied has made arrangements to meet the requirements of Article 7(2) of EC Directive 72/166/CEE relating to civil liabilities arising from the use of the **vehicle** (eligible countries change from time to time. Please contact **Headway** for the current list of eligible countries).

The level of cover provided will be the minimum required to comply with the laws on the compulsory insurance of motor vehicles of the country in which the accident occurs. If an accident occurs in another EU Member State however, and the minimum cover required by the laws of the **United Kingdom** is wider than that of such EU Member State, the level of cover provided will be that applicable to the **United Kingdom**.

Subject to **our** approval, and any additional premium, terms, conditions, your request in writing and to exclusions and limitations that **we** may require; if **you** are a comprehensively insured policyholder **you** can extend **your** cover to provide the same level of cover applicable to the use of **your vehicle** within the **United Kingdom**.

Exceptions to Section 6

Cover only applies for Social, Domestic and Pleasure use outside the **United Kingdom**. are not covered to take a customer/fare paying passenger to a location outside the United Kingdom.

SECTION 7 **Personal belongings**

We will pay up to a maximum of £100 in respect of any loss of or damage to personal belongings whilst in **your vehicle**.

Exceptions to Section 7

We will **not** pay for:

- 1 Loss of or damage to goods or samples carried in connection with any business or trade, money, stamps, tickets, documents, securities, jewellery, furs of any description, **vehicle** telephones, mobile telephones, smartphones, electronic navigation aids or any similar equipment.
- 2 Loss or damage to audio and visual equipment and components, laptops, iPads/tablets, iPods/MP3's and discs (refer to Section 5 if applicable).
- 3 Theft of any property carried in an open or convertible **vehicle** unless stolen from a locked boot.

SECTION 8 **Medical expenses**

If any person in **your vehicle** is injured in an accident involving **your vehicle**, **we** will pay the medical expenses incurred up to £250 for each person injured.

SECTION 9 ■

Personal accident

If **you** or **your** spouse is injured:

- a in direct connection with **your vehicle**
- or
- b while in or getting into or out of any other private **vehicle**;

we will pay the sums shown below to each person injured or to that person's estate if within three (3) months of the accident the injury is the sole cause of:

Death	£2,500
The complete and irrecoverable: Loss of sight of both eyes or loss of two (2) or more limbs or loss of sight of one (1) eye and loss of one (1) limb.	£1,000
Loss of sight of one (1) eye or loss of one (1) limb.	£500

A loss of limb or limbs means loss by physical separation at or above the wrist or ankle.

Exceptions to Section 9

We will not pay:

- 1 If **you** or **your** spouse has reached the age of seventy (70).
- 2 If the injury or death is contributed to or accelerated by suicide or attempted suicide, alcohol, drugs, intentional self-injury or natural disease or weakness in any form.
- 3 More than £2,500 in total during any one **period of insurance**.
If **you** or **your** spouse hold another motor insurance with **us**, payment will be made under one (1) insurance only.

IMPORTANT INFORMATION**Please remember**

The information that **you** have provided to **us** forms the basis of **your** insurance contract. It is important that **you** advise **us** of all material information immediately. Please note if **you** are in any doubt whether or not any information is material, it should be disclosed. Under the **Road Traffic Act**, it is an offence to make any false statements or withhold any material information in order to obtain a cover note or a **Certificate of Motor Insurance**.

Important numbers

Report an accident/incident: **020 8370 4994**

Material changes to **your** policy: **020 7408 0888**

Renew **your** policy: **020 7408 0888**

Your broker

Headway Insurance Services Limited
317 Bethnal Green Road
Bethnal Green
London
E2 6AH



Tel: 020 7408 0888

Website: www.headwayinsurance.co.uk

Our claims handlers

Noble Claims Services Limited
Nelson House
19 West Street
Carshalton
Surrey
SM5 2PT



Tel: 020 8370 4994

Website: www.nobleclaims.co.uk

Who we are

You are giving **your** information to Nelson Insurance Company Limited. In this document, reference to '**we**', '**our**' or '**us**' means Nelson Insurance Company Limited unless stated otherwise.

Nelson Insurance Company Limited is a company registered in Gibraltar, Registration Number 108039, with a Registered Office at 28 Irish Town, Gibraltar and is authorised by the Gibraltar Financial Services Commission and subject to limited regulation by the Financial Conduct Authority. Details about the extent of **our** regulation by the Financial Conduct Authority are available from **us** on request.

Nelson Insurance Company Limited
PO Box 708
Suite 827 Europort
Gibraltar
Europe
Website: www.nelsoninsltd.com

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 depends on the type of business and the circumstances of the claim.

Further information about compensation scheme arrangements is available from the FSCS.

Their details are as follows:

Tel: 0800 678 1100 / 020 7741 4100

Email: enquiries@fscs.org.uk

Website: www.fscs.org.uk

General Data Protection Regulation Privacy Statement

We act as the Data Controller. **We** may store your information on a computer and how **we** use and look after **your** personal information is set out below.

Information may be used by **us**, agents and service providers for the purposes of insurance administration, risk assessment and underwriting, claims handling, research and statistical purposes, marketing purposes and for crime prevention.

The lawful basis for the processing is that it is necessary for **us** to process your personal information to enable **us** to provide **your** insurance policy and services, such as assessing **your** application and setting **you** up as a policyholder, to administer and manage **your** policy of insurance and all related services, handling and

communicating with **you** with regards to any insurance claim **you** may submit to **us** under this policy.

The processing of **your** personal data may also be necessary to comply with any legal obligation **we** may have to protect **your** interest during any claim.

If **you** do not provide such information, **we** will be unable to offer **you** a policy or process **your** claim.

Where **we** have a legal or regulatory obligation to use such personal information, for example, when **our** regulators, the Gibraltar Financial Services Commission, the Financial Conduct Authority (FCA) in relation to conduct business matters and **our** data protection regulator, the Information Commissioner's Office (ICO) wish **us** to maintain certain records of any dealings with **you**.

Details of what information we collect from you, what we do with it and who it may be shared with

The personal data **you** have provided, **we** have collected from **you**, or **we** have received from third parties may include the following:

- **Your** name, date of birth, residential address and address history. Residency, marital status, contact details such as email address and telephone numbers.
- DVLA details, driving history, licensing authority, previous insurance details, previous accidents and motor convictions.
- Financial and employment details, including finance commitments and affordability questions, national insurance number and bank details.
- In order to assess the terms of the insurance contract or administer claims that arise, **we** ask for sensitive data, such as medical history, county court judgments and criminal convictions.
- Any information which **you** have provided in support of **your** policy or insurance claim.

We may receive information about you from the following sources:

- Directly from **you**.
- **Your** insurance broker.
- Third parties such as credit reference agencies and fraud prevention agencies.
- From insurers, witnesses, the police (in regard to incidents) and solicitors and appointed representatives.

We will keep **your** information secure at all times. In certain circumstances, such as processing **your** claim, to prevent fraud and comply with legal and regulatory requirements, **we** may need to pass **your** information to the following third parties within the EU:

- Solicitors or other Appointed Representatives.
- Underwriters, Reinsurers, Regulators and Authorised / Statutory Bodies.
- Fraud and crime prevention agencies, including the Police.

Data retention

We will hold **your** details for up to seven (7) years after the expiry of **your** policy, complaint or claims settlement.

Your rights

Your personal data is protected by legal rights, which include **your** rights to:

- Object to **our** processing of **your** personal data.

In certain circumstances, **you** are entitled to ask **us** to stop using **your** personal information, for example where **you** think that the personal information **we** hold about **you** may be inaccurate or where **you** think that **we** no longer need to process **your** personal information.

Your personal data is correct

We take all steps to ensure that the personal information **we** hold about **you** is accurate and complete. If **you** do not believe this is the case, please contact **us** to amend and update it.

Your right to erasure

In certain circumstances, **you** have the right to ask **us** to erase **your** personal information, for example where the personal information **we** collected is no longer necessary for the original purpose, however this will need to be balanced against other factors, for example legal and regulatory obligations which mean **we** cannot comply with **your** request.

Your right to personal data portability

In certain circumstances, you have the right to ask that we transfer any personal information that **you** have provided to us to another third party of **your** choice. Once transferred, the other party will be responsible for looking after **your** personal information.

Your right to object to direct marketing

You can ask **us** to stop sending **you** marketing messages at any time.

Your right to lodge a complaint to the Information Commissioner's Office who regulate the processing of personal data.

You can request to see what data **we** hold on **you**, there is no charge for this service.

Should **you** wish to receive a copy of the information **we** hold on **you** please contact:

Nelson Insurance Company Limited
PO Box708
Suite 827
Europort
Gibraltar
Europe

Email: info@nelsoninsltd.com

If **you** have any questions about **our** privacy policy or the information **we** hold about **you**, please contact the Data Protection Officer below:

Data Protection Officer
Headway Insurance Services Limited
317 Bethnal Green Road
Bethnal Green
London
E2 6AH

Claims and Underwriting Exchange & Motor Insurance Anti-fraud and Theft Registers

Insurance companies pass information to the Claims and Underwriting Exchange Register (CUE) and the Motor Insurance Anti-Fraud and Theft register (MIAFTR) run by the Motor Insurance Bureau (MIB).

The aim is to help **us** check information provided, and also to prevent fraudulent claims.

When **we** deal with your request for insurance **we** may search these registers. Under the conditions of this insurance, **you** must tell **us** about any incident (such as an accident or theft) whether it gives rise to a claim. When **you** tell **us** about an incident, **we** will pass information relating to it to the registers.

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

- 1 Electronic licensing.
- 2 Continuous insurance enforcement.
- 3 Law enforcement (prevention, detection, apprehension and/or prosecution of offenders).
- 4 The provision of government services and/or other services aimed at reducing the level and incidence of uninsured driving.

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

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

It is vital that the MID holds **your** correct registration number. If it is incorrectly shown on the MID **you** are at risk of having **your vehicle** seized by the police.

You can check that **your** correct registration number details are shown on the MID at: www.askmid.com

COMPLAINTS PROCEDURE

We are dedicated to providing **you** with a first class service and **we** want to ensure that **we** maintain this at all times.

Headway are authorised to handle all complaints up to and including the issuing of a final response on behalf of **us**.

If **you** have cause for complaint, please contact **Headway** using the following contact details:

Headway Insurance Services Limited
317 Bethnal Green Road
Bethnal Green
London
E2 6AH

Tel: 020 7408 0888
Email: complaints@headwayinsurance.co.uk
Website: www.headwayinsurance.co.uk

After **Headway** have discussed the complaint with **you**, they will do their best to remedy the situation so that **we** can continue to do business.

Headway will respond to **your** complaint within two (2) working days and will give **you** a final response on **our** behalf within eight (8) weeks of receiving **your** original complaint.

If **you** are still unsatisfied after **you** have received **our** final response, **you** may be able to refer the matter to the Financial Ombudsman Service (FOS). Their details are as follows:

Tel: 0800 023 4567
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

Financial Ombudsman Service (FOS)
Exchange Tower
Harbour Exchange Square
London
E14 9SR



Nelson Insurance Company Limited, PO Box 708, Suite 827, Europort, Gibraltar, Europe

Tel: +(350) 20051801 Fax: +(350) 20043870 www.nelsoninsltd.com

Registered in Gibraltar No: 108039

Registered Office: 28 Irish Town, Gibraltar, Europe

Authorised by the FCA, Registration No: 596308

