



# COURIER SINGLE VEHICLE POLICY DOCUMENT

“ IN THE EVENT OF AN ACCIDENT  
PLEASE CONTACT US IMMEDIATELY ON  
**01625 577760**  
TO ENABLE US TO SUPPORT AND HELP  
YOU WITH THE NEXT STEPS ”

# CONTENTS

**Please read this policy carefully to ensure that it meets your requirements.**

**If you have any queries please contact your broker or intermediary who will be pleased to help. This policy should be kept in a safe place - you may need to refer to it if you have to make a claim.**

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# INTRODUCTION

## THE CONTRACT OF INSURANCE

This Policy is a contract of insurance between you and us by which we agree to cover you in respect of the risks set out in the sections of this Policy shown as insured on the Schedule, subject to the terms, conditions and exclusions of this Policy and in consideration of you paying or agreeing to pay the premium.

This Policy is made up of a number of documents which must be read together. You should read carefully all documents that we have provided and contact your insurance intermediary immediately if this Policy does not meet your needs.

In this Policy;

- any reference to the singular will include the plural and vice versa,
- any reference to any statute or statutory instrument will include any modifications or re-enactment thereto,
- any heading in this Policy is for ease of reference only and does not affect its interpretation.

You have a duty to make a fair presentation of all material and relevant facts to us. Providing us with inaccurate information or failing to tell us of anything which may increase the risk may invalidate this Policy or lead to claims not being paid or being paid in part only.

To assist your understanding of which facts are material and relevant to us, here are some key examples:

- **Who you are** – the legal entity that owns the business
- **Business status** – sole proprietor, partnership, limited liability partnership or a limited company
- **Vehicles** – the vehicles you own
- **What you do** – the description of the business as shown on the Schedule
- **Personal and business history** – the previous history relating to proprietors, partners or directors or their business that is provided to us, e.g. previous bankruptcies, company liquidations, convictions, claims, etc.

Other material and relevant facts will be shown on the statement of fact or proposal form. If you are in any doubt or require clarification of what must be declared to us, you should discuss this with your insurance intermediary.

### CHANGES WE NEED TO KNOW ABOUT

Please advise your insurance intermediary immediately you become aware of: any changes to your circumstances which may affect this insurance; or any other facts noted within the statement of fact and your schedule issued by us, for example, a change to the people to be insured, motoring convictions for any of the people to be insured, a change of vehicle, any vehicle modifications, conversion or a change in the way that your vehicle is used.

### USE OF LANGUAGE

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

### CHOICE OF LAW

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

1. You and the Insurer agree otherwise; or
2. 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.

### TELEPHONE RECORDING AND COST OF CALLS

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection telephone calls may be recorded and/or monitored.

# WHAT TO DO IN THE EVENT OF AN ACCIDENT

Regardless of blame these measures will help to protect you.

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

It is worth keeping a pen and paper in the vehicle. You can then make a quick sketch of the direction and final position of each vehicle. Write down the name, address and vehicle registration number of the other driver(s). Please also make a note of the number of passengers in each vehicle. If the police attend the scene please write down the officer's name, number and police force. If you have a mobile phone with you and it is fitted with a camera, try and take photographs to support the positions of the vehicles and the extent of damage.

If anybody has been injured you should obtain the insurance details of all drivers and you must give your own insurance details to anyone who has reasonable grounds for requesting them. It is most important to obtain details of all witnesses. Do not admit responsibility, either verbally or in writing.

If for any reason you have not been able to exchange details with other drivers, or you were in collision with an animal, you must report the incident to the police as soon as possible and certainly within 24 hours.

You can find out who the insurer is of any other vehicle involved in the accident by using the askMID.com Roadside service created to assist victims of accidents check the insurance details of the other parties involved at the roadside.

**AFTER ANY ACCIDENT OR INCIDENT YOU MUST TELEPHONE OUR CLAIMS HELPLINE AS QUICKLY AS POSSIBLE.**

**This is regardless of whether you were at fault or not, or wish to make a claim under the Policy or not.**

CALL OUR CLAIMS HELPLINE – TELEPHONE

**01625 577760**

## **IMPORTANT**

IF YOU FAIL TO TELL US OR YOU DELAY TELLING US ABOUT AN ACCIDENT OR INCIDENT THAT MAY LEAD TO A CLAIM AND THIS INCREASES OUR CLAIM COSTS, YOU WILL BECOME LIABLE TO PAY THE ADDITIONAL COSTS. AND IT MAY ALSO INVALIDATE YOUR RIGHT TO CLAIM.

Quote your Policy number and give all the information about the incident. If your claim is due to theft, attempted theft or vandalism you must also inform the police and obtain a crime reference number.

We will deal with your claim and claims made against you, as quickly and fairly as possible. Please read the general terms and conditions in this Policy wording.

# WHAT TO DO IN THE EVENT OF AN ACCIDENT (CONTINUED)

## LATE NOTIFICATION OF CLAIMS (EXCLUDING WINDSCREEN)

In addition to any other Voluntary or Compulsory excess, an Additional excess in respect of any damage, for late claim reporting will apply as detailed in the table below.

ADDITIONAL EXCESS	
Up to 21 days	£0
22 to 30 days	£100
31 to 60 days	£200
61 to 89 days	£300
90 days or more	£400

## REDUCING YOUR EXCESS IN THE EVENT OF AN INCIDENT (EXCLUDING WINDSCREEN)

If you report an incident within 48 hours of the event and provide full details of any third party involved your excess will be reduced by £250.

The minimum third party information required is detailed below but not limited to: Contact number, Number plate, Address, Insurer

# CUSTOMER INFORMATION

## PRIVACY NOTICE

In this notice, we and us and our mean Bollington Underwriting Ltd trading as Holava Underwriting, you and your mean the Insured (the stated policy-holder in this policy schedule) and Agent means a person or company who advises you on insurance and represents you and acts on your behalf when arranging insurance policies.

We are Holava Underwriting, a trading style of Bollington Underwriting Limited and are part of The Bollington Wilson Group of companies. The details provided here are a summary of how we collect, use, share, transfer and store your information. For our full Privacy Policy please visit our website [www.bollingtonunderwriting.com](http://www.bollingtonunderwriting.com) or contact our Data Protection Officer at: Adlington Court, Adlington Business Park, Adlington, Cheshire, SK10 4NL or by emailing [compliance@bollington.com](mailto:compliance@bollington.com)

Your Agent will have their own uses for your personal data, please ask your agent if you would like more information about how they use your personal information.

## HOW WE WILL USE THE INFORMATION YOU GIVE US

We will use your information on the basis that it is necessary to administer your insurance contract or help you make a claim. Where we need to pass information to other firms, it will only be for that purpose. These firms will be Insurers, price comparison sites, firms handling claims and firms that process or administer our records. Information will also be shared with public bodies and industry bodies, such as, the Motor Insurance Bureau and the Claims Underwriting Exchange, to comply with regulatory requirements and to assist in the identification and prevention of fraud and other financial crime. We would never share your personal data without the appropriate care and necessary safeguards being in place.

If we have to transfer information to a country outside the EU, we will only do so if a similar level of protection applies. If we need to obtain information which is by nature sensitive, we will only do so on the basis that it is in the public interest - for example to fight crime, prevent fraud or to make sure insurance is available.

## KEEPING YOUR INFORMATION

We will only keep your information for as long as is necessary in providing our products and services to you and/or to fulfill our legal and regulatory obligations. Please refer to our full Privacy Policy for more information.

## WHAT ARE YOUR LEGAL RIGHTS?

You have the right to complain to the Information Commissioner at [www.ico.org.uk](http://www.ico.org.uk), Tel 0303 123 11132. You can obtain a copy of your personal information from us without charge by contacting us at the address above. This may include the right to transfer information to other providers. You also have the right to ask us to correct information, to delete your information or stop using it, unless it is necessary for us to retain it for insurance or financial purposes as set out in our document retention policy. You may have the right to object if decisions about you are made solely by a computer.

## MOTOR INSURANCE DATABASE

Your Policy details will be added to the Motor Insurance Database (MID), run by the Motor Insurers' Information Centre (MIIC). 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 obtain relevant Policy information.

# CUSTOMER INFORMATION (CONTINUED)

Persons with a valid claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.

You can find out more about this from at [www.miic.org.uk](http://www.miic.org.uk).

## **FRAUD PREVENTION, DETECTION & CLAIMS HISTORY**

In order to prevent and detect fraud we may at any time:

- Share information about you with other organisations and public bodies including the Police;
- Check and/or file your details with fraud prevention agencies and databases, and if you give us false or inaccurate information and we suspect fraud, we will record this. We and other organisations may also search these agencies and databases to:
  - 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;
- Undertake credit searches and additional fraud searches.

We can supply on request further details of the databases we access or contribute to.

## **CLAIMS HISTORY**

Insurers pass information to the Claims and Underwriting Exchange Register, run by Insurance Database Services Ltd (IDS Ltd) and the Motor Insurance Anti-Fraud and Theft Register, run by the Association of British Insurers (ABI).

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

Under the conditions of your Policy, you must tell us about any incident (such as an accident or theft) which may or may not give rise to a claim. When you tell us about an incident, we will pass information relating to it to the registers.

We may search these databases when you apply for insurance, in the event of any incident or claim, or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the Policy or claim.

# DEFINITION OF TERMS

**Wherever the following words or phrases occur, they will have the precise meaning described below unless otherwise stated:**

## **ACCESSORIES**

Additional or supplementary parts of your vehicle not directly related to its function as a vehicle. These include radios and other in-car entertainment or communication equipment, where any of these form an integral part of your vehicle. Cover is provided up to a limit of £250.

## **CERTIFICATE OF MOTOR INSURANCE**

A document that you must have as proof that you have the motor insurance necessary to comply with the law. It shows who can drive your vehicle and what purpose it can be used for. The Certificate of motor insurance does not, however, indicate the full policy cover and for this you need to refer to the main text of the policy booklet.

## **CLAUSE**

Additional or alternative wordings which, when endorsed on your policy, change its terms. Those clauses applicable are identified in your policy schedule.

## **EXCESS**

The amount of any claim you will have to pay if your vehicle is lost, stolen or damaged.

## **FIRE**

Fire, self-ignition, lightning and explosion.

## **INSURANCE INTERMEDIARY**

Agent or intermediary acting on your behalf in arranging this policy.

## **INSURER/WE/US**

This insurance policy is underwritten by HDI Global SE – UK and managed on their behalf by Holava Underwriting via a coverholder agreement with Accelerant Agency (UK) Ltd.

HDI Global SE – UK are Authorised by BaFin and subject to limited regulation by the Financial

Conduct Authority and the Prudential Regulation Authority (FRN 230072). HDI Global SE – UK is a branch of HDI Global SE. Registered Office: HDI-Platz 1, 30659 Hanover, Germany.

Holava Underwriting is a trading name of Bollington Underwriting Limited who are authorised and regulated by the Financial Conduct Authority (FRN 307454). Registered Office: Adlington Court, Adlington Business Park, Adlington, Cheshire SK10 4NL

Accelerant Agency (UK) Limited are an Appointed Representative of ES Risks Limited who are authorised and regulated by the Financial Conduct Authority (565023). Registered Office: First Floor, Two Woodbury Grove, Finchley, London, N12 0DR

## **THE INSURED/YOU/POLICYHOLDER**

The person or persons described as the insured in the policy schedule.

## **MARKET VALUE**

The cost of replacing the insured vehicle as far as may be practical with a vehicle of the same or similar make, model, age and condition (including similar mileage) but not more than the estimated value provided by you and shown in our records. In order to determine the Market value, we will use Glass's Guide, or similar industry standard, with allowances being made for mileage, condition and use of your particular vehicle. If no guide value exists, we shall rely upon an independent valuation by an assessor or engineer of our choice, whose valuation will be based on the best assessment of the pre-accident condition of your vehicle, or in the event that the vehicle or its remains are unavailable for inspection, upon the relevant vehicle documentation (including MOT certificate, purchase and service documentation).



## DEFINITION OF TERMS (CONTINUED)

### **PERIOD OF INSURANCE**

The period of time covered by this policy, as shown in the policy schedule, or until cancelled. Each renewal represents the start of a new period of insurance.

### **POLICY SCHEDULE**

Details of you, your vehicle and the insurance protection provided to you.

### **TERRITORIAL LIMITS**

Great Britain, Northern Ireland the Channel Islands and the Isle of Man and sea transit between any ports therein including the processes of loading and unloading.

### **THEFT**

Theft, attempted theft or taking your vehicle without your consent.

### **YOUR VEHICLE**

Any vehicle described in the policy schedule and any other vehicle for which details have been supplied to us and a Certificate of motor insurance bearing the registration mark of that vehicle has been delivered to you and remains effective.

# SECTION 1

## COVER FOR YOUR VEHICLE

### LOSS OF OR DAMAGE TO YOUR VEHICLE

If your vehicle is lost, stolen or damaged we will:

Pay for your vehicle to be repaired; or replace your vehicle; or pay you a cash amount equal to the loss or damage.

We may decide to use suitable parts or accessories not supplied by the original manufacturer.

The same cover applies to:

- accessories
- spare parts and components for your vehicle;
- fixtures and fittings while these are in or on your vehicle or while in your private garage.

The most we will pay will be the Market value of your vehicle at the time of the loss, but not more than the estimated value provided by you and shown in our records.

If we know that you are still paying for your vehicle under a hire-purchase or leasing agreement, we will pay any claim to the owner described in that agreement. Our liability under this section will then end for that claim.

### LOSS OF OR THEFT OF KEYS

If the keys or lock transmitter for an Insured Vehicle are lost or stolen we will pay for the cost of replacing

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

The maximum we will pay under this section of cover will be £1000.

### ACCIDENT RECOVERY

If your vehicle is disabled through loss or damage insured under this policy we will pay the reasonable cost of:

- it's protection and removal to the nearest repairers

- it's delivery to you after repair but not exceeding the reasonable cost of transporting it to your address in the territorial limits.

### COURTESY VAN

Where your vehicle cover is either Comprehensive or Third Party Fire and Theft, following damage to the vehicle we will provide a courtesy vehicle at your request, for the duration that your van is being repaired by Our approved repairer. A standard courtesy van is a vehicle which is a car derived van or small van. Courtesy vans are supplied to reduce your inconvenience and where possible ensure you remain mobile throughout the duration of your claim. It is not intended to be an exact replacement for your own van. All courtesy vans, provided by Our approved repairers, will have comprehensive cover under your existing policy for the period of the loan, regardless of what level of cover you have requested for your van.

#### PLEASE NOTE

Please note that a courtesy van cannot be provided until your claim has been accepted and cover has been confirmed. The table overleaf tells you what you will receive according to your policy cover and situation.

You will be responsible for:

- the cost of fuel used;
- collection and delivery charges (if they apply);
- any charges for fitting accessories; and
- any excess which would have applied to your vehicle which is temporarily replaced.

# SECTION 1

## COVER FOR YOUR VEHICLE (CONTINUED)

WHAT COVER DO I HAVE	WHAT IS MY SITUATION?	WHAT AM I ENTITLED TO?
Standard courtesy car on Comprehensive policies	My van is being repaired by an approved repairer.	The approved repairer will provide you with a courtesy van.
	My van is being repaired by a repairer of my choice.	No courtesy van will be provided if an approved repairer is not used.
	My van cannot be repaired or has been stolen and is not recovered.	Your claims handler will arrange for a hire van for up to 14 days, or up until a settlement offer has been agreed (whichever is earlier).
	My van is a 'grey' import and needs to be repaired.	If your van is a 'grey' import (whether you are aware of this or not) we will provide you with a courtesy van for up to 14 days.
Standard courtesy car on Third Party, Fire and Theft policies	My van has been stolen and is not recovered or has been set on fire and is not repairable.	Your claims handler will arrange for a courtesy van for up to 14 days, or up until a settlement offer has been agreed (whichever is earlier).
	My van is being repaired by an approved repairer following a fire or theft.	The approved repairer will provide you with a courtesy van for the duration of repairs.
	My van is being repaired by a repairer of my choice following a fire or theft.	No courtesy van will be provided if an approved repairer is not used.

The replacement van will be supplied on the condition that you will return it to the depot which supplied it unless alternative arrangements have been made with the supplier.

# SECTION 1

## COVER FOR YOUR VEHICLE (CONTINUED)

### EXCESSES

If your vehicle (including its accessories and spare parts) is lost, stolen or damaged, you will have to pay the first part of any claim as indicated below.

We shall not be liable for:

The following excesses in respect of loss or damage (other than by fire self-ignition lightning explosion or theft or attempted thereat) occurring while your vehicle is being driven by or is in the charge of for the purpose of being driven by the following Driver.

AMOUNT TO BE PAID BY YOU	EXCESS
20 years of age or under	£1000
Between 21 and 24 years of age inclusive	£1000
Any person aged 70 or above	£150
Any person who is 25 years of age or over but is the holder of a provisional licence or <ul style="list-style-type: none"> <li>- a full licence for less than 12 Months or</li> <li>- a licence issued outside Great Britain, Northern Ireland, the Channel Islands, Isle of Man and the EU for less than 2 years to drive a vehicle of the same class</li> </ul>	£500

The excesses above apply in addition to any voluntary excess or other compulsory excesses that may apply.

### LATE REPORTED CLAIMS (EXCLUDING WINDSCREEN)

All claims irrespective of negligence or liability must be, in the first instance reported to Holava Claims on 01625 577760

If you fail to tell us or you delay in telling us about an incident that may lead to a claims and this increases our claims costs, you will become liable to pay the additional costs and it may also invalidate your right to claim.

In addition to any other Voluntary or Compulsory excess, an Additional excess in respect of any damage, for late claim reporting will apply as shown in the adjacent table.

ADDITIONAL EXCESS	
Up to 21 days	£0
22 to 30 days	£100
31 to 60 days	£200
61 to 89 days	£300
90 days or more	£400

# SECTION 1

## COVER FOR YOUR VEHICLE (CONTINUED)

### REDUCING YOUR EXCESS IN THE EVENT OF AN INCIDENT (EXCLUDING WINDSCREEN)

If you report an incident within 48 hours of the event and provide full details of any third party involved your excess will be reduced by £250. The minimum third party information required to enable a reduced excess to apply is detailed below but not limited to;

Contact number  
Vehicle registration number (VRN)  
Address  
Insurer

### EXCLUSIONS TO SECTION 1 OF YOUR POLICY

Your policy does not cover the following:

1. loss of use, depreciation, wear and tear, mechanical, electrical, electronic or computer breakdowns or failures or breakages
2. damage to tyres caused by braking or by punctures, cuts or bursts
3. loss or damage directly arising from pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed
4. loss of value following repair
5. loss or damage arising from theft whilst the ignition keys of your vehicle have been left in or on the vehicle
6. any personal effects, money or goods belonging to the driver, passengers or any other party.
7. loss or damage arising from confiscation or requisition or destruction by or under order of any Government or Public or Local Authority
8. loss or damage arising during or in consequence of riot or civil commotion occurring:
  - a. in Northern Ireland
  - b. outside the territorial limits;
9. loss or damage to your motor vehicle if you or anyone named on the certificate of motor insurance was driving under the influence of drink or drugs or is convicted of an offence involving drink or drugs as a result of the incident
10. loss or damage to your motor vehicle caused by using the wrong fuel or lubricants

# SECTION 2

## LIABILITY TO THIRD PARTIES

### YOUR LIABILITY TO THIRD PARTIES

We will insure you in respect of all sums which you may be required to pay by law and all other costs and expenses incurred with our written consent, arising from:

1. death of or bodily injury to third parties
2. damage to third party property up to a maximum of:
  - a. £5,000,000 (excluding claimant's costs and expenses and any other costs and expenses)
  - b. £5,000,000 for claimant's costs and expenses and any other costs and expenses in relation to damage to third party property.

Where such death, injury or damage arises out of an accident caused by or in connection with your vehicle, including its loading and unloading, or any trailer while it is being towed by your vehicle.

Notwithstanding General Exclusion 2 we will insure you for all sums which you may be required to pay by law under an agreement with any person (hereinafter called the Principal) for the execution of work or services or in connection with access to any premises or road in the ownership of the Principal, provided that you shall have arranged with the Principal for the conduct and control of all claims for which we may be liable by virtue of this clause to be passed to us.

### LIABILITY OF OTHER PERSONS DRIVING OR USING YOUR VEHICLE.

On the same basis that we indemnify you under this section we will also indemnify the following persons:

- any person you give permission to drive your vehicle, provided that your effective Certificate of motor insurance allows that person to drive
- any person you give permission to use (but not drive) your vehicle for social, domestic and pleasure purposes, provided that use for social, domestic and pleasure purposes is included in the effective Certificate of motor insurance
- any passenger travelling in, or getting into or out of your vehicle.

### INDEMNITY TO LEGAL PERSONAL REPRESENTATIVES

In the event of the death of anyone who is insured under this section, we will protect his/her legal personal representatives for any liability of the deceased person if that liability is insured under this section.

### LEGAL COSTS

If you, or anyone else, are involved in an accident which is covered under this section, we will pay the fees and disbursements incurred with our written consent of any legal representative we agree to and defend anyone we insure under this section:

- at a coroner's inquest;
- at a fatal accident inquiry;
- in any proceedings brought under the Road Traffic Acts or equivalent European Union legislation.

We will not pay representation for:

- a plea of mitigation (unless the offence you are charged with carries a custodial sentence) or appeals.
- Unless otherwise agreed by us in writing, we will not pay for proceedings where the driver was under the influence of drink or drugs at the time of the accident.

## SECTION 2

# LIABILITY TO THIRD PARTIES (CONTINUED)

### DUTY OF CARE – DRIVING AT WORK, LEGAL COSTS

We will pay:

1. Your legal fees and expenses incurred with our written consent for defending proceedings including appeals;
2. Costs of prosecution awarded against you arising from any health and safety inquiry or criminal proceedings for any breach of the:
  - a. Health and Safety at Work etc. Act 1974;
  - b. Health and Safety at Work (Northern Ireland) Order 1978;
  - c. Corporate Manslaughter and Corporate Homicide Act 2007

We will not provide indemnity:

1. Unless the proceedings relate to an actual or alleged act, omission or incident committed during the period of insurance within Great Britain, Northern Ireland the Channel Islands and the Isle of Man and in connection with the business;
2. unless the proceedings relate to an actual or alleged act, omission or incident arising from the ownership, possession or use by or on behalf of you of any motor vehicle or trailer in circumstances where compulsory insurance or security is required by the RoadTraffic Acts;
3. in respect of proceedings which result from any deliberate act or omission by you; or
4. where indemnity is provided by another insurance policy.

The limit of indemnity in respect of such legal fees, expenses and costs is:

Health and Safety at Work etc. Act 1974 and  
Health and Safety at Work (Northern Ireland)  
Order 1978 – £100,000;

Corporate Manslaughter and Corporate Homicide  
Act 2007 – Unlimited.

### CROSS LIABILITIES

Where there is more than one insured person named in your schedule, cover will operate for each one as if they are the only insured person covered under this policy, but the total liability of the insurer for all compensation payable in respect of damage to third party property shall not exceed £5,000,000 in respect of all other vehicles in respect of any claim or a series consequent on one original cause.

### APPLICATION OF INDEMNITY LIMITS

In the event of an accident involving payment by us to more than one person any limitation by the terms of this policy or any clause relating to the maximum amount payable shall apply to the aggregate amount of payments to all such persons and your liability shall be settled in priority.

# SECTION 2

## LIABILITY TO THIRD PARTIES (CONTINUED)

### EXCLUSIONS TO SECTION 2 OF YOUR POLICY

The cover under this section will not apply:

1. If any person insured under this section fails to observe the terms, exclusions and conditions of this policy as far as they can apply. The cover will also not apply if they can claim under another policy
2. to death of or injury to any employee of the person insured which arises out of or in the course of such employment except where such liability is required to be covered by the Road Traffic Acts
3. to loss, damage, injury or death caused or arising beyond the limits of any carriageway or thoroughfare in connection with the bringing of a load to your vehicle for loading on to it or taking a load away from your vehicle having unloaded it
4. to loss of or damage to property belonging to or in the care of anyone we insure who claims under this section and to property being conveyed by your vehicle
5. to damage to any vehicle where cover in connection with the use or driving of that vehicle is provided by this section
6. to any loss, damage, injury or death occurring whilst your vehicle is being used in that part of an aerodrome or airport provided for the take off or landing of aircraft on the surface, aircraft parking aprons including the associated service roads and ground equipment parking areas and those parts of passenger terminals which come within the Customs examination area, except where such liability is required to be covered by the Road Traffic Acts
7. for liability which attaches to the Principal by virtue of an agreement which would not have attached in the absence of such agreement
8. for bodily injury to the Principal for any amount for which you would not be liable in the absence of an agreement
9. for damage to property belonging to or held in trust by or in the custody or control of the Principal for any sum in excess of the amount required to indemnify the Principal
10. for liability which attaches to the Principal which arises other than by reason of the negligence of you or your employee
11. except to the extent that we are liable under the Road Traffic Acts, in respect of any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event
  - a. Terrorism  
Terrorism is defined as any act or acts including but not limited to
    - i. the use or threat of force and/or violence and/or
    - ii. harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes
  - b. any action taken in controlling preventing suppressing or in any way relating to (a) above.

Where we are liable under the Road Traffic Acts the maximum amount we will pay for damage to property as a result of any accident or accidents caused by a vehicle or vehicles driven or used by you or any other person and for which cover is provided under this section will be

- i. the third party property damage limit specified in the policy or £5,000,000 whichever is the lower in respect of all claims consequent on one originating cause; or
- ii. such greater sum as may in the circumstances be required by the Road Traffic Acts.



## SECTION 3

# EMERGENCY TREATMENT

We will reimburse any person using your vehicle for payments made under the Road Traffic Acts for emergency treatment.

A claim solely made under this section will not prejudice your No Claim Discount.

## SECTION 4

# NO CLAIM DISCOUNT

If no claim is made under Your policy during the Period of Insurance, we will increase Your No Claim Discount at Your next renewal in line with the scale We apply at the time.

Where a claim has been made, we may reduce your No Claim Discount in line with the scale we apply at the time.

Third Parties may claim directly against us as your insurer in the event of an accident involving your Vehicle, as permitted under the European Communities (Rights Against Insurers) Regulations 2002. In these circumstances we will deal with any claim, subject to the terms and conditions of your policy. This may affect your No Claim Discount.

If a claim is made which is not your fault and we have to make a payment, we will reduce your No Claim Discount unless we can recover all sums we have paid from those responsible.

No Claim Discount is not earned where your vehicle is insured for less than 12 months.

If your renewal is due and investigations into a claim are still ongoing, we may reduce your no claim discount provisionally, until our investigations are complete. We may then restore your no claim discount and refund any extra premium that has been paid.

### **PROTECTED NO CLAIMS DISCOUNT**

No claims discount protection does not protect the overall price of your insurance policy. The price of your insurance policy may increase following an accident, fire or theft claim even if you were not at fault.

No claims bonus protection allows you to make one fault claim in one 12 month period before your number of no claims bonus years is reduced.

## SECTION 5

# GLASS IN WINDSCREEN OR WINDOWS

Any payment solely for repair or replacement of glass in the windscreen or windows of your vehicle will not prejudice your No Claim Discount and the excesses will not apply. You will, however, have to pay the first £100 of the cost of glass replacement. If the glass is repaired rather than replaced you will have to pay the first £50.

Any such damage for this section is restricted to comprehensive vehicles only with the windscreen/window replacement value limited to £150 of any one incident. This limit is waived if you use an approved repairer.

## SECTION 6

# CONTINENTAL USE/COMPULSORY INSURANCE REQUIREMENTS

**In addition to providing cover within the territorial limits, this policy, in compliance with EU directives, also provides the necessary cover 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 2/166/CEE relating to civil liabilities arising from the use of a motor vehicle. (Eligible countries change from time to time. Your insurance intermediary should be able to tell you 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. Where the accident occurred in another EU Member State, however, if the minimum cover required by the laws of Great Britain is wider than that of such EU Member State, the level of cover provided will be that applicable to Great Britain.

### **IF YOU TAKE YOUR VEHICLE ABROAD**

If you take your vehicle abroad the above cover only ensures that you meet minimum legal requirements whilst abroad. On request, your policy can be extended to provide the same level of cover in the EU and certain other European countries as you have within the territorial limits. To obtain this cover you must tell your Insurance intermediary of the details of your trip. We can then arrange for your policy to provide this cover. We will, (where applicable) supply you with a Green Card and advise you of the additional premium to be paid.

# GENERAL EXCLUSIONS

## General Exclusions apply to the whole of your policy

Your policy does not cover the following -

1. any accident, injury, loss or damage while your vehicle is being:
  - used otherwise than for the purposes described under the "Limitations as to Use" section of your effective Certificate of motor insurance
  - driven by you unless you hold a licence, issued by the DVLA, to drive your vehicle or have held and are not disqualified from holding or obtaining such a licence
  - driven by you unless you hold any other driving licence required by law to drive your vehicle for the purposes for which it is being used
  - driven by anyone else with your general consent who to your knowledge does not have a licence issued by the DVLA to drive your vehicle has never held one or is disqualified from holding or obtaining such a licence
  - driven by anyone else with your general consent who to your knowledge does not have any other driving licence required by law to drive your vehicle for the purposes for which it is being used
  - driven by any person other than as described under the section of your effective Certificate of motor insurance headed "Persons or Classes of Persons entitled to drive", except that cover will not be withdrawn
    - i. while your vehicle is in the custody or control of a member of the motor trade for the purposes of overhaul, upkeep or repair
    - ii. if the injury, loss or damage was caused as a result of your vehicle being stolen or having been taken without your consent or other lawful authority
    - iii. if the person driving does not have a driving licence and you had no knowledge of such deficiency.
2. any liability you have accepted solely by virtue of an agreement which would not attach if that agreement did not exist
3. loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever or any consequential loss resulting; or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
  - i. ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - ii. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
4. any consequence of war, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power except so far as is necessary to meet the requirements of the Road Traffic Acts.

# GENERAL CONDITIONS

## General Exclusions apply to the whole of your policy

### CLAIMS PROCEDURE

1. As soon as reasonably possible after any incident, injury, loss or damage, you or your legal personal representative must telephone us with the full details of the incident. Any communication you receive about the incident should be sent to us immediately unanswered. You or your legal personal representative must also let us know immediately if anyone insured under this policy is to be prosecuted as a result of the incident or if there is to be an inquest or fatal enquiry.
2. You, or anyone else claiming under this policy, must not admit to any blame, promise any payment or refuse any claim without our written consent. If we want to, we can take over and conduct in your name, or in the name of the person claiming under the policy, the defence or settlement of any claim or take proceedings for our own benefit to recover any payment we have made under this policy. We shall have full discretion in the conduct of any proceedings or the settlement of any claim.
3. The person who is seeking payment under this policy shall give us all the information and assistance necessary for us to achieve settlement, including supplying all estimates, information and assistance as may be required by Us and Our appointed agents. This will include access to any camera or telemetric evidence of the incident if available.
4. Where there is a claim, or a number of claims arising out of one incident, and this relates to payment for liability for damage to property, we may, at any time, pay you the full amount we are required to pay under the policy (less any sums we have already paid in compensation) or, any lesser amount for which such claim or claims can be settled and, having done so, relinquish the conduct and control of such claim(s) and be under no further liability for them. We will, however, be liable for the payment of costs and expenses of litigation, recoverable or incurred, in respect of matters prior to the date of such payment.

5. In the event that you decide to make your own arrangements for damage to your vehicle or you decide to pursue your claim directly against a Third Party instead of us handling the claim from day one and for whatever reason something goes wrong with your choice of recovery and we are asked to intervene and handle the claim, we as Insurer will limit our costs and liabilities to the amount that we would have incurred had the claim been handled by us.

### CANCELLING THIS POLICY

To effect cancellation of your policy, you should contact your Insurance Intermediary.

### CANCELLATION BY YOU DURING THE COOLING-OFF PERIOD

This insurance provides you with a cooling-off period to decide whether you wish to continue with the full policy. The cooling-off period is for 14 days from the date of inception or the date you receive your policy documentation (whichever is later).

If a period of less than 14 days has elapsed as above and you have not made a claim, you have the right to cancel the policy and receive a refund of the premium you have paid:

- if at the date of cancellation your policy has not yet commenced you will receive a full refund of the premium you have paid or
- If your policy has already commenced, you will receive a refund of premium equivalent to the unexpired period of cover on a pro rata basis.

# GENERAL CONDITIONS (CONTINUED)

## CANCELLATION BY YOU - AFTER THE COOLING OFF PERIOD

You may cancel this policy by contacting us through your Insurance Intermediary. Providing there have been no claims or incidents likely to give rise to a claim in the first period of insurance, we will refund the premium relating to any unused portion of cover using the following scale:

PERIOD ON COVER	REFUND OF ANNUAL PREMIUM
1 month	75%
2 months	70%
3 months	60%
4 months	50%
5 months	40%
6 months	30%
7 months	20%
8 months	10%
9 months or over	0%

In subsequent periods of insurance you will receive a refund of premium equivalent to the unexpired period of cover on a pro rata basis providing there have been no claims or incidents likely to give rise to a claim.

## CANCELLATION BY US

Where cancellation is effected by the Insurers or by your Insurance Intermediary, any refund of premium will be calculated on a pro rata basis taking into account the original policy period and the number of days remaining to the expiry date of the policy. Providing there have been no claims or incidents likely to result in a claim in the current Period of Insurance, the Insurers will refund the premium relating to any unused portion of cover

within the current Period of Insurance on a pro-rata basis.

We or your Insurance Intermediary may also cancel this policy at any time by sending not less than 7 days notice in writing to your last known address.

## CANCELLATION BY US- FOR NON-COMPLIANCE WITH POLICY TERMS AND CONDITIONS

The Insurers or your Insurance Intermediary may cancel this policy upon giving notice to you, and such cancellation will have immediate effect, if the Insurers or they become aware that you have been driving the Insured Vehicle otherwise than in accordance with the policy terms and conditions. If your policy is cancelled or you have made a claim under your policy or your policy has otherwise been terminated from its inception, in certain circumstances we may not be obliged to refund any premium.

## MISREPRESENTATION

You must make a fair presentation of the risk to us. This means you must disclose at inception or variation to this policy and prior to each renewal every material circumstance which you know or ought to know and not make misrepresentations to us. If you do not make a fair presentation to us, we can:

- a. avoid this policy from inception or renewal if we would not have issued it or continued it knowing the true situation
- b. avoid a variation to this policy if we would not have accepted it had we known the true situation
- c. alter the terms of this policy from the date the non-disclosure or misrepresentation was made to those we would have applied had we known the true situation
- d. reduce the payment for a claim
- e. cancel this policy from the date the non-disclosure or misrepresentation was made.

This may result in claims not being paid or not being paid in full.

# GENERAL CONDITIONS (CONTINUED)

## **OTHER INSURANCE**

If at the time of any claim arising under this policy there is any other insurance policy covering the same loss, damage or liability, we will only pay our share of the claim.

This provision will not place any obligation upon us to accept any liability under Section 2 which we would otherwise be entitled to exclude under the exclusions to Section 2.

## **YOUR DUTY TO PREVENT LOSS OR DAMAGE**

You shall at all times take all reasonable steps to safeguard your vehicle from loss or damage. You shall maintain your vehicle in efficient condition and we shall have, at all times, free access to examine your vehicle.

## **ARBITRATION**

Where we have accepted a claim and there is disagreement over the amount to be paid, the dispute must be referred to an arbitrator to be agreed between you and us in accordance with the law at the time. When this happens, a decision must be made before you can take any legal action against us.

## **YOUR DUTY TO COMPLY WITH POLICY CONDITIONS**

Our provision of insurance under this policy is conditional upon you observing and fulfilling the terms, provisions and conditions of the policy and any clauses endorsed on it.

## **FRAUD**

We will not pay for any claim if:

- a. you or anyone acting on your behalf mislead us in any way in order to get insurance from us, to obtain more favourable terms or to reduce your premium;
- b. any part of any claim is fraudulent, false or exaggerated.

In these circumstances, all cover will be cancelled from the date of the fraud or misrepresentation and no premium will be refunded. If we have made a payment we would not otherwise have made you must repay that amount to us.

We may also notify relevant authorities, so that they can consider criminal proceedings.

## **NON PAYMENT OF PREMIUM OR OUTSTANDING PREMIUMS**

Any claim payments made to you will be reduced by any outstanding premium payments in relation to this policy.

## **SALVAGE**

We have the right to the salvage of any insured property.



# COMPLAINTS PROCEDURE

## OUR PROMISE OF SERVICE

Our goal is to give excellent service to all our customers but we recognise that things do go wrong occasionally. We take all complaints we receive seriously and aim to resolve all our customers' problems promptly. To ensure that we provide the kind of service you expect, we welcome your feedback. We will record and analyse your comments to make sure we continually improve the service we offer.

## WHAT WILL HAPPEN IF YOU COMPLAIN

We will acknowledge your complaint promptly. We aim to resolve all complaints as quickly as possible. Most of our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, we will contact you with an update within 10 working days of receipt and give you an expected date of response.

## WHAT TO DO IF YOU ARE UNHAPPY

If you are unhappy with any aspect of the handling of your insurance we would encourage you, in the first instance, to seek resolution by contacting your insurance adviser or alternatively write to:

Bollington Underwriting Limited trading as Holava Underwriting, Adlington Court, Adlington Business Park, Macclesfield, Cheshire SK10 4NL or telephone us on 0333 4000 612.

If you are unhappy with the outcome of your complaint you may refer the matter to the Financial Ombudsman Service at:

The Financial Ombudsman Service,  
Exchange Tower, London E14 9SR  
Telephone: 0800 023 4567 (calls to this number are free on UK landlines and mobiles)  
Fax 020 7964 1001

Or simply log on to their website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

Whilst we are bound by the decision of the Financial Ombudsman Service, you are not.

Following the complaints procedure does not affect your right to take legal action.

## FINANCIAL SERVICES COMPENSATION SCHEME

We are members of the Financial Services Compensation Scheme. You may be entitled to compensation from this scheme if we cannot meet our obligations, depending on the type of your insurance and the circumstances of your claim.

Further information about the scheme is available from:

Financial Service Compensation Scheme 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU  
Telephone 0800 678 1100 or 0207 741 4100  
Website [www.fscs.org.uk](http://www.fscs.org.uk)

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Registered Office: Adlington Court, Adlington Business Park, Adlington, Cheshire SK10 4NL.

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