



# COMMERCIAL VEHICLE BREAKDOWN UK & EUROPE COVER

INSURANCE POLICY  
Your policy explained

Version 1.3

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# WHAT TO DO IN THE EVENT OF AN INSURED INCIDENT

**IN THE EVENT OF AN INSURED INCIDENT, FIRST CHECK THE CIRCUMSTANCES ARE COVERED BY THIS POLICY. HAVING DONE THIS PLEASE CONTACT OUR BREAKDOWN LINE ON 0330 331 0194 STATING YOUR NAME AND POLICY DETAILS.**

In the event of a breakdown on a motorway where You have no means of contacting Us or are unaware of Your location, please use the nearest SOS box and advise the Emergency Services of Our breakdown line telephone number. Emergency Services will then contact Us to arrange assistance. If the Police or Highways Agency are present at the scene, please advise them that You have contacted Us and provide them with Our telephone number to call Us on Your behalf.

Remember, to comply with the policy terms and conditions You must contact Us before incurring any expenses in order to obtain Our prior authorisation. If the local Police call for a recovery vehicle to tow You from the motorway, and You are asked to pay on the spot for this service, You should send Us the original receipt. In certain circumstances we may authorise a cash payment to be made to you as an alternative to Us arranging for your vehicle to be repaired and/or transported.

# IMPORTANT VEHICLE HEALTH CHECK

This insurance operates on the basis that You have had Your Vehicle properly serviced and maintained in accordance with the manufacturer's specifications.

Consider the following, especially when preparing Your Vehicle for a journey or a Trip abroad:

1. Will a routine service fall due before the end of Your intended Trip?
2. Are there any parts on Your Vehicle that You are aware may need replacing before the end of Your Trip?

Keep proof of regular servicing in Your Vehicle. You should have Your Vehicle serviced at least 10 days before Your Trip to allow sufficient time to carry out any repairs necessary. Don't forget that repairs abroad will disrupt Your Trip, may not be achievable within Your travel timetable, and could cost You significantly more than in the UK.

The benefit under **Section C – C1 Cover prior to departure** will not apply if You leave any required work to Your Vehicle until the final 10 days.

If You call Us for assistance, and Our Appointed Claims Handler reports to Us that it is evident You have not maintained Your Vehicle in a state fit to complete Your intended Trip, You will have to pay all the costs arising from Our intervention.

## **PREAMBLE**

This insurance contract is a legally binding document between You and Haven Insurance Company Limited (Haven Insurance). In return for Your premium, Haven Insurance agrees to provide the cover shown in the Schedule for the Period of Insurance stated in the Schedule on the terms set out in this contract.

## **THE LAW APPLICABLE TO THIS POLICY**

Unless we agree otherwise in writing, the law which applies to this policy is the law of England and Wales.

# **Section A - Definitions**

Whenever they appear in this policy wording the following words carry the same meaning whether or not they commence with a capital letter.

### **Appointed Claims Handlers**

The claims handling companies engaged by Us to manage Your claims.

### **Beyond Economic Repair**

Your Vehicle will be considered to be Beyond Economic Repair if We conclude that the extent of any damage to Your Vehicle makes it uneconomical or unsafe to repair.

### **Data Protection Legislation**

Means (i) unless and until the General Data Protection Regulation (“GDPR”) is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.

### **Eligible Vehicle(s)**

Vehicles under 15 years old, owned by or the responsibility of You or Your immediate family, being cars with no more than 8 seats, vans, estate cars, 4x4 or sport utility vehicles.

### **Endorsement**

An amendment to Your insurance identified in the Schedule.

**European Area**

Comprising the following countries: Andorra, Austria, Belgium, Bulgaria, Channel Islands, Isle of Man (Channel Islands and Isle of Man are not covered as a destination for local residents), Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, San Marino, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey in Europe.

**Hire or Reward**

Any public or private hire which includes any payment in cash or kind by (or on behalf of) passengers which gives them a right to be carried, excluding Vehicle sharing schemes.

**Insured Incident**

Mechanical breakdown, accidental damage, vandalism, fire, theft or attempted theft, flat battery, or accidental damage to tyres, occurring during the Period of Insurance within the Territorial Limits or European Area.

In the case of key breakage, lack of fuel, the use of incorrect fuel, flat tyre, or puncture, We provide roadside assistance and local recovery if appropriate. However, You will be responsible for paying any incremental costs such as new keys, drainage of tank, disposal of wrong fuel, any replacement fuel, and any replacement or repair of tyres.

**Insured Person(s)**

The policyholder whilst an occupant of Your Vehicle, and any other authorised occupant of Your Vehicle other than a fare paying passenger.

**Limit(s) of Coverage**

The maximum number of Insured Incidents which this policy will respond to is six (6). If We accept and deal with 6 breakdown claims during the Period of Insurance, then any subsequent incident(s) will not be insured.

**Period of Insurance**

The period of time covered by this insurance as shown in the Schedule.

**Replacement Parts**

Those mechanical or electrical components that are essential to return Your Vehicle to a roadworthy condition.

**Schedule**

The document which gives details of Your cover.

**Territorial Limits**

Great Britain and Northern Ireland. Isle of Man, Jersey and Guernsey are covered for residents only.

**Trip**

A journey abroad in Your Vehicle to a country within the European Area, commencing and ending within the Territorial Limits, not exceeding 30 consecutive days.

**We or Us or Our**

Haven Insurance Company Limited.

**Your Vehicle**

The Eligible Vehicle as identified in the Schedule.

**You or Your**

The policyholder or policyholders named in the Schedule.

**Your Broker**

The intermediary through whom You take out this insurance.

## Section B – What is covered within Territorial Limits

Cover applies as described in subsections B1, B2 and B3 for journeys within Territorial Limits. If You are undertaking a Trip to the European Area, different benefits apply – see Section C for details.

Please also see Section E – General conditions.

### B1 DOORSTEP AND ROADSIDE ASSISTANCE

1. If Your Vehicle is immobilised or rendered unroadworthy as the result of an Insured Incident, We will:
  - a) Attend the scene of breakdown and provide up to one hour's labour for assistance at Your home or at the roadside, and, if necessary;
  - b) Transport the Insured Person(s) and Your Vehicle to the nearest repairer.
2. The choice of repairer will be at Our discretion. You will be responsible for paying any costs which are not covered, directly to the repairer, the toll authority or the sea transit carrier as appropriate.

### B2 VEHICLE RECOVERY / ONWARD TRANSPORTATION

In the event of loss of use of Your Vehicle caused by an Insured Incident, and it is apparent repairs cannot be effected locally by the end of the working day in which the Insured Incident occurred, then provided Our services were requested at the time of the Insured Incident, **either**;

1. Transport the Insured Person(s) and if appropriate, Your Vehicle to;
  - a) Your home address, or
  - b) The original destination within the Territorial Limits, or
  - c) To a repairer in the vicinity of the above locations.

The means of transportation will be at Our discretion.

**Or**

2. In the event of theft, when Your Vehicle is not recovered by the end of the working day in which the Insured Incident occurred, We will transport the Insured Persons, by one direct journey, to Your address or original destination within the Territorial Limits.

**Or**

3. If We are unable to arrange transportation for the Insured Person(s), We will cover up to a maximum of £100 in total for one (1) of the following benefits:
  - a) A suitable replacement hire vehicle, where available, for up to 24 hours to either continue the journey or return home within the Territorial Limits. You will be responsible for any charges incurred after the initial 24 hours.  
We will provide a hire vehicle, of up to a 1600cc at Our discretion, collision damage waiver and any necessary drop-off charge, but You remain responsible for the cost of any fuel used.



You will be responsible for agreeing and complying with the terms and conditions of the hire vehicle rental agreement.

We will also pay for the cost of one single standard class rail ticket to enable Your Vehicle to be collected following repair.

If We are unable to arrange a suitable replacement vehicle We will provide benefits under either clause i) or ii) at Our discretion:

i. The cost for the Insured Person(s) to either return home to Your address or continue the journey to Your original destination within the Territorial Limits by public transport. The means of such public transport shall be at Our discretion. We will also pay for the cost of one single standard class rail ticket to enable Your Vehicle to be collected following repair.

**Or**

ii. At Our discretion, the equivalent monetary value of the cost of providing necessary bed and breakfast overnight accommodation for one (1) night only, for the Insured Person(s) in a local hotel whilst awaiting repairs, when the Insured Incident has occurred between 8pm and 6am, and more than 25 miles from Your address as shown in the Schedule.

### **B3 MESSAGE RELAY**

If We have been contacted in connection with an Insured Incident, We will relay up to two telephone messages to Your family members, friends or business associates to advise of unforeseen travel delays.

### **WHAT IS NOT COVERED**

#### **See also Section D – General Exclusions**

Section B does not cover:

1. Roadside labour assistance in excess of one hour.
2. Any labour assistance at the repairer's premises.
3. Replacement Parts or other materials used in the repair.
4. Toll and sea transit charges for Your Vehicle.
5. Winching costs or the use of specialist off-highway recovery equipment.
6. More than 6 call-outs during any Period of Insurance.
7. Any costs which would have been incurred in the course of a journey, if the incident giving rise to a claim had not occurred.
8. Long-distance transport of Your Vehicle to the premises where Your Vehicle was purchased or previously repaired, solely to claim under a warranty scheme.
9. Fines, parking charges and any congestion charges arising from use of a replacement vehicle.
10. Fare paying passengers of Your Vehicle.
11. Anything mentioned in Section D - General Exclusions.

## Section C – What is covered within the European Area

Cover applies as described in subsections C1 to C9, including Your direct journeys between home and the port or international rail terminal.

Please remember that You will be asked to demonstrate that You are planning or undertaking a Trip abroad, for example by quoting a Channel crossing or accommodation booking reference. If, however, Your Trip exceeds thirty (30) consecutive days in length, then no cover will apply under this policy in respect of those dates in excess of this and You will need to make Your own arrangements for assistance.

### C1 COVER PRIOR TO DEPARTURE

Cover under this subsection commences up to seven (7) days before Your planned departure date, providing You have purchased this policy more than ten (10) days prior to Your planned departure date.

1. If Your Vehicle is lost, immobilised or rendered unroadworthy as a result of an Insured Incident occurring during the seven days immediately preceding Your arranged date of departure for a Trip, and it cannot be repaired or is not recovered prior to the arranged date of departure, We will pay up to £750 in total under this policy to enable the Insured Person(s) to continue Your originally planned Trip. We will:

- a) Provide a suitable replacement vehicle, where available, for the purpose of carrying out the original Trip. This includes up to a 1600cc vehicle at Our discretion, collision damage waiver and any necessary drop-off charge, but You remain responsible for the cost of any fuel used. You will be responsible for agreeing and complying with the terms and conditions of the hire vehicle rental agreement. **Or;**
  - b) Pay the equivalent monetary value of the additional cost of rebooking any sea crossing missed as a result of the Insured Incident (or, where the original route is unavailable, the nearest suitable alternative sea crossing).
2. Any claim involving a replacement hire vehicle must have Our prior approval. You must contact Us as soon as You know Your Vehicle may be unavailable for the planned Trip. Your claim must be supported by a letter from a garage confirming:
    - a) The regular maintenance and servicing of Your Vehicle;
    - b) Precise details of the breakdown or damage;
    - c) Breakdown, when occurring, was sudden and unforeseen;
    - d) Repairs cannot be effected before the date planned for You to begin Your Trip.

## **C2 ROADSIDE ASSISTANCE**

If Your Vehicle is immobilised or rendered un-roadworthy during the Trip as a result of an Insured Incident, We will cover to a maximum of £250 for roadside assistance, including, if necessary, the transportation of the Insured Person(s) and Your Vehicle to the nearest repairer.

A garage or specialist undertaking repair work (other than at the roadside) will be acting on Your instructions for such repair work and We will not be party to this arrangement.

## **C3 MISSED MOTORAIL CONNECTION**

**You must take every reasonable step to complete the journey to the departure point and to the motorail depot on time.**

If You fail to connect with a pre-booked motorail service within Territorial Limits on the outward journey as Your arrival to the departure point is too late to commence the booked Trip due to an Insured Incident in the course of the Trip, We will provide cover for:

1. Storage of Your Vehicle in a secure parking area near to the motorail depot for the period of the Trip up to a maximum of 30 consecutive days; and
2. A standard second-class return rail ticket to enable the Insured Person(s) to continue the Trip to/from the intended motorail destination station in the event that the passenger part of Your motorail ticket cannot be used; and
3. Up to a maximum of £450 in total for the hire of a suitable replacement vehicle, where available, at the motorail destination.

We will provide a hire vehicle, up to a 1600cc vehicle at Our discretion, collision damage waiver and any necessary drop-off charge, but You remain responsible for the cost of any fuel used. You will be responsible for agreeing and complying with the terms and conditions of the hire vehicle rental agreement.

## **C4 REPLACEMENT PARTS DESPATCH**

1. If Your Vehicle needs Replacement Parts during a Trip outside the Territorial Limits and these are not available locally, then on receipt of Your instructions We will undertake to source them elsewhere, and will pay all delivery charges involved in despatching them to the location of Your Vehicle.
2. The maximum We will pay under this section towards delivery charges will be £600.
3. Please be aware there may be some delay in despatching Replacements Parts.
4. We will endeavour to provide the Replacement Parts required but We can give no guarantee that they will be available, especially in the case of older vehicles where parts may be impossible to locate.
5. The actual cost of the parts and any Customs Duty must be paid to Us by You prior to any confirmation of parts ordered.
6. When You are invoiced for a surcharge subject to the return of the old unit or part, You must return the defective part at Your own expense.

7. If You instruct Us to obtain Replacement Parts and these are not subsequently required, or You do not await their arrival, or You have instructed Us to order incorrect Replacement Parts, You will be responsible for the total cost of such parts, including all delivery charges and taxes arising from their return, as well as any further delivery charges for the correct part.
8. You are responsible for any costs incurred as a result of incorrect information from the dealer or garage.

## **C5 BREAK IN**

**You must obtain a Police Report within 24 hours of the incident giving rise to a claim.**

In the event of a theft (or attempted theft) of Your Vehicle or the contents contained in Your Vehicle during the Trip, We will cover immediate emergency repairs which are necessary to place Your Vehicle in a secure condition to continue the Trip, up to a maximum value of £175.

## **C6 VEHICLE OUT OF USE**

If Your Vehicle is lost, immobilised or rendered unroadworthy during a Trip as a result of an Insured Incident, and repairs cannot be effected locally within 24 hours We will pay up to a maximum of £750 in total for one (1) of the following benefits:

1. The additional cost of transporting the Insured Person(s) and their luggage to Your destination by public transport, **or**;
2. For the immediate provision of a replacement hire vehicle, where and when obtainable whilst Your Vehicle remains unserviceable. We will provide a vehicle of up to a 1600cc at Our discretion, collision damage waiver and any necessary drop-off charge, but You remain responsible for the cost of any fuel used. You will be responsible for agreeing and complying with the terms and conditions of the hire vehicle rental agreement. **Or**;
3. The cost of local overnight hotel accommodation, for one (1) night only, while the Insured Person(s) wait for repairs to be completed.  
We will provide cover for bed and breakfast costs only, up to a maximum of £125 per Insured Person within the overall limit of £750, on condition that this cost is additional to, or in excess of, any accommodation costs You had planned to pay if the loss of use of Your Vehicle had not occurred.

If We are unable to supply a suitable replacement vehicle as Your party is too large, or where it is not available under the suppliers hire terms, We will provide benefits under either clause 1. or 3. at Our discretion.

## C7 ALTERNATIVE DRIVER

In the event of You being declared and certified medically unfit to drive Your Vehicle in the course of a Trip and you have to return home early, and there is no other Insured Person qualified and competent to drive, We will provide cover for the return of Your Vehicle to Your home address in the Territorial Limits. We may elect to provide a qualified driver to drive Your Vehicle and Insured Person(s).

Please remember that You will be asked to provide a copy of the medical certificate.

## C8 REPATRIATION

1. If Your Vehicle is lost, immobilised or rendered unroadworthy during a Trip as a result of an Insured Incident, We will:
  - a) Transport the Insured Person(s) and their hand luggage and valuables to Your home address in the Territorial Limits if Your Vehicle cannot be repaired (or, in the case of theft, has not been recovered in a roadworthy condition) by the intended time of Your return home. The means of transport utilised will be at Our discretion and subject to availability.

- b) Transport Your Vehicle to Your home address or repairer in the Territorial Limits if repairs cannot be carried out abroad (or Your Vehicle, if stolen, has been recovered but not in a roadworthy condition), by the intended time of Your return home.
  - c) Provide cover for necessary garage storage, transportation and delivery, including any additional shipping, **or**;  
When agreed in advance by Us, We will pay the cost of one person to travel to the location of Your Vehicle by public transport to drive the repaired vehicle to Your home address in the Territorial Limits.
2. The maximum level of cover under this policy to repatriate Your Vehicle will be limited to its current market value in the Territorial Limits.
  3. Vehicle repatriation will only be carried out when it is apparent that repairs can be effected in the Territorial Limits, and when You confirm to Us that these repairs will be carried out.
  4. If You are repatriated by Us, We will transport Your personal possessions, other than hand luggage and valuables, to Your home address either together with or separately from Your Vehicle.

5. If a replacement vehicle has been provided, once the vehicle has been driven to Your home address within the Territorial Limits, any further cost regarding the replacement vehicle will be Your responsibility, irrespective of whether Your Vehicle is still in the process of repatriation.

## **C9 CUSTOMS REGULATIONS**

If as the result of an Insured Incident occurring within the European Area during a Trip Your Vehicle is Beyond Economic Repair, We may arrange for its disposal under Customs supervision in the country where it is situated. In this case We will deal with the necessary Customs formalities.

## **WHAT IS NOT COVERED**

### **See also Section D – General Exclusions**

Section C does not cover:

1. Any claims prior to departure resulting from an Insured Incident if You have purchased this cover less than ten (10) days before the planned date of departure of Your Trip.
2. Any claim when actual or imminent breakdown of Your Vehicle is discovered or diagnosed in the course of a service carried out less than ten (10) days prior to Your planned date of departure.
3. Loss of use of a vehicle hired to You.
4. The cost of fuel and oil used in any replacement vehicle.
5. The cost of any personal accident insurance or other benefit not specifically covered under this policy.
6. Fines, parking charges and any congestion charges arising from use of a replacement vehicle.
7. Trips solely within the Territorial Limits.
8. Roadside assistance labour charges in excess of £50.
9. Any winching costs or the use of specialist off-highway recovery equipment.
10. Missed motorail connection due to a strike, industrial action or adverse weather conditions.
11. Withdrawal from service (whether temporary or otherwise) of a sea vessel, train or hovercraft on which You are booked to travel. You should direct any claim to the transport operator involved.

12. Claims arising in connection with missed motorail connection during the inward (return) journey.
13. Delivery charges of Replacement Parts in excess of £600, or the market value of the vehicle if less than £600.
14. Delivery charges for non-essential Replacement Parts.
15. Damage to paintwork or other cosmetic items.
16. Costs incurred following Your return home.
17. Costs incurred outside the period of the Trip.
18. Except as outlined in subsection C9 Customs Regulations, the cost of any import duties imposed by Customs.
19. Vehicles being used for Hire or Reward, business use, the carriage of goods for reward or for the provision of courier services.
20. Anything mentioned in Section D - General Exclusions.

## Section D – General Exclusions

These exclusions apply to the whole of Your policy. This policy will not cover:

1. Vehicles which have not been maintained and operated in accordance with the manufacturer's recommendations; a previous inadequate repair; unsuccessful d.i.y. dismantling and/or reassembly; or kit cars.
2. Any recurring claim due to the same cause within the last 28 days, where a permanent repair has not been undertaken to correct the fault.
3. Assistance following a breakdown or accident attended by the police or other emergency services until they have authorised the vehicle removal.
4. The provision of service to vehicles temporarily immobilised by floods, snow-affected roads, sand or mud, situated in areas to where there is no right of access, or on Motor Traders' premises.
5. Vehicles not in a roadworthy condition at the time cover is effected.
6. Any deliberately careless or deliberately negligent act or omission by You.
7. Loss or damage to the contents of Your Vehicle.
8. Notwithstanding any provision to the contrary within this insurance, or any endorsement thereto, it is agreed that this insurance excludes any loss or expense of whatsoever nature directly or indirectly caused by, resulting from, or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss: War, hostilities or warlike operations (whether war be declared or not); invasion; act of an enemy, foreign or national, or over, which the act occurs; civil war; riot; rebellion; insurrection; revolution; overthrow of the legally constituted government; civil commotion assuming the proportions of, or amounting to, an uprising; military or usurped power; explosions of war weapons; release of weapons of mass destruction that do not involve an explosive sequence; murder, assault or terrorist activity. For the purpose of this exclusion terrorist activity means an act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorist activity can include, but not be limited to, the use of force or violence and/or the threat thereof.



Furthermore, the perpetrators of terrorist activity can either be acting alone, or on behalf of, or in connection with any organisation(s) or government(s). Also excluded hereon is any loss or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, or suppressing any, or all, of the above incidents. In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

9. Loss or destruction or damage, or any loss or expense whatsoever resulting from ionising radiations or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel, the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof or contamination or poisoning due to the effects of chemical or biological and/or radioactive substances or coronal mass ejection.
10. In the event that any expense which at the time of the incurring of such expense is insured by another insurance policy We will only settle Our share of the claim.
11. The cost of telephone calls when contacting Us. Whenever possible We will call You back as soon as possible.
12. Any direct or indirect loss of any kind arising from the provision of, or delay in providing, the services to which this policy relates, unless negligence on Our part can be demonstrated.
13. Any tolls, fines, parking charges or congestion charges arising under this policy.
14. Winching costs or the use of specialist off-highway-recovery equipment. Any vehicle or equipment used other than a standard recovery vehicle which is required to move a vehicle which has left the highway or is overturned or without wheels, would be considered as specialist. Once the vehicle has been recovered to a suitable location, standard policy terms will apply.
15. Draining or removing contaminated fuel or other fluids. We will arrange local recovery, but it will be Your responsibility to pay for any work carried out.
16. Any costs incurred in addition to a standard callout where service cannot be undertaken at the roadside because Your Vehicle is not carrying a serviceable spare wheel, aerosol repair kit, appropriate jack or, the locking mechanisms for the wheels are not immediately available to remove the wheels.
17. Any costs for locksmiths, glass replacement or tyre specialists are Your responsibility.
18. Claims arising from faults which were known to You, or ought to have reasonably been known, at the time of applying for this insurance or at any time prior to the commencement of the Period of Insurance.
19. Any Insured Incident occurring within 48 hours following Your initial purchase of this policy.

20. Costs which would have been payable if the event being the subject of a claim had not occurred (for example, the cost of meals which You would have paid for in any case).
21. Vehicles which are not registered within the Territorial Limits.
22. Any breakdown claim, and Your policy may be cancelled, if:
  - a) You use Your Vehicle at a motor racing track, at an off-road event or on the Nurburgring Nordschleife.
  - b) You use Your Vehicle for racing, rallies, speed trial or endurance tests.
  - c) You exceed the seating capacity of Your Vehicle.
  - d) Your Vehicle is used for Hire or Reward.
  - e) You don't have a valid motor insurance policy covering Your Vehicle at the time of the Insured Incident.
  - f) The vehicle keys (or other form of entry device) have been locked within Your Vehicle.
23. We do not cover undamaged tyres which have been allowed to run flat or those which are below the legal tread limit and We do not cover punctures where no serviceable spare or locking wheel nut key is available.
24. Any claim when You have not paid the appropriate premium for the number of days comprising Your planned Trip. If You travel for more than the number of days for which You have paid to insure, You will not be covered after the last day for which You have paid.

## Section E – General Conditions

These General Conditions apply to all sections of this insurance.

If You do not comply with the General Conditions, We may:

1. Cancel Your policy,
2. Refuse to deal with Your claim,
3. Reduce the amount of any settlement under the policy
4. Void Your policy from inception,
5. Charge You an additional premium, or deduct any additional premium due from any settlement under the policy.

### **Your duties**

We will only provide insurance if:

1. Any person insured by this insurance has complied with all the Conditions in this contract and in the Schedule.
2. You and anybody left in charge of Your Vehicle have taken all the reasonable steps to prevent loss of or damage to it.
3. You and anybody left in charge of Your Vehicle maintain Your Vehicle in an efficient and roadworthy condition and comply with all statutory regulations and Vehicle licensing authority regulations regarding its use, roadworthiness and condition (e.g. You must hold a valid MOT certificate for Your Vehicle and Your Vehicle must have legally correct tyres, lights, brakes etc).
4. The information given in the proposal form or statement of fact and declaration and at each renewal is, as far as You know, correct and complete.
5. You notify Your Broker as soon as possible of any changes to the information provided in the proposal form or statement of fact and declaration and at each renewal.
6. You take all ordinary and reasonable precautions to prevent or minimise any loss, damage or breakdown covered under this policy. You must act as if You are not insured.
7. We will not accept liability for expenses incurred without Our prior knowledge or consent and We must be contacted as soon as possible, but within a maximum of 24 hours, when an incident arises that may be the subject of a claim.
8. We cannot accept responsibility for the transportation of pet animals or livestock carried within Your Vehicle at the time of an Insured Incident. Any extra costs involved in the transportation of pets, livestock or alternative transportation requirements in the event of a breakdown, would not be covered by this policy.
9. You must comply in full with all the terms and conditions of this policy before a claim will be paid. You must make no admission, offer, promise or payment without Our prior consent. In order to benefit from the cover, all Insured Person(s) must agree to abide by all the relevant terms, conditions and exclusions of this policy.

10. We will make every effort to apply the full range of services in all circumstances dictated by the terms and conditions. If remote geographical locations or unforeseeable adverse local conditions preclude the normal standard of service being provided, We will reimburse You up to a maximum of what it would have cost Us to fulfil the claim as per the terms and conditions of this policy. Please note You must provide Us with copies of invoices and/or receipts of the expenses incurred.
11. We are entitled to take over Your rights in the defence or settlement of a claim, or to take proceedings in Your name for Our own benefit against another party and We shall have full discretion in such matters. This is to enable Us to recover any costs We have incurred from any third party who may have liability for the costs.
12. If any dispute arises as to policy interpretation, or as to any rights or obligations under the policy, We offer You the option of resolving this by using the Arbitration procedure We have arranged. Please see the details shown in the Complaints Procedure. Using this service will not affect Your legal rights.
13. You will be required to reimburse to Us, within seven (7) days of Our request to You, any costs or expenses We have paid out on Your behalf which are not covered under the terms of this insurance.
14. At the time of a claim, at Our request You must provide evidence of proper servicing of Your Vehicle.
15. A garage or specialist undertaking repair work on Your instructions and which is not specifically covered under this insurance will be acting on Your instructions for such repair work and We will not be party to this arrangement.
16. This policy is subject to the laws of England and Wales unless We agree otherwise. The courts of England and Wales alone shall have jurisdiction in any disputes.
17. Cover will be provided only to Your Vehicle.
18. You must have a valid motor insurance policy covering Your Vehicle at all times during the Period of Insurance under this policy.
19. If You have a road traffic accident, You must supply Your motor vehicle insurance details to Us when We ask for this information. The incident must be reported to Your motor vehicle insurer. We may share information about You, Your Vehicle and the Insured Incident with Your motor vehicle insurer.
20. You shall not abandon Your Vehicle or any of its parts to Us without Our authorisation.
21. We may, at any time, pay to You Our full liability under this policy after which no further liability shall attach to Us in any respect or as a consequence of such action.
22. In the event of a valid claim involving Your repatriation from a Trip, You shall allow Us the use of any relevant travel tickets You are not able to use because of the claim.
23. You must pay the appropriate premium for the full number of days comprising Your planned Trip. If Your Trip is planned to exceed 30 consecutive days in length then no cover will apply under this policy in respect of those days in excess of 30 consecutive days, and You will need to make alternative insurance arrangements.

24. If in Our opinion Your Vehicle is Beyond Economic Repair or the cost of the claim is likely to exceed the market value of Your Vehicle in its current condition following the Insured Incident, We have the option to pay You the market value of Your Vehicle in its current condition and pay Your transportation costs to Your home address. It will be Your responsibility to apply for a Certificate of Destruction or other such document and You will be required to pay for any storage costs whilst this is obtained. If You would prefer Your Vehicle to be transported to Your home address or original destination, this can be arranged but You will need to pay any costs which exceed the market value of Your Vehicle in its current condition. If Your Vehicle is Beyond Economic Repair, You will have one week to advise us of how You wish to transport or dispose of Your Vehicle. If You do not contact Us within one week You consent to Us to dispose of the Your Vehicle.
25. If an Insured Incident happens within European Area and access is restricted to a private towing service only, We will reimburse You up to a maximum of £150 for private towing service. Please note You must provide Us with copies of invoices and/or receipts of the expenses incurred.

### **Assignment**

This policy is a contract personal to You and may not be assigned or transferred in any circumstances and no person apart from You (or in the case of Your death Your legal representative) shall have any right against Us in respect of the subject matter of this insurance or any right to receive monies payable either before or after loss and whether admitted or not unless this right has been endorsed on the policy and signed by Us.

### **Fraud**

If You or anybody insured by this policy makes a claim knowing it to be fraudulent, false or exaggerated, provides false documents or makes false statements in support of a claim, this insurance will be void and all claims will be forfeited.

In the event of fraud, We will retain all premiums paid.

### **Other insurance**

Where a claim under this insurance is also covered by another insurance policy, We will only settle Our share of the claim.

### **Our right of recovery**

If, following a claim on this policy it becomes evident that the claim does not comply with the terms and conditions of this policy or exclusions apply or fraud is detected, We reserve the right to recover the cost of the claims from You.

### **Period of insurance**

During the annual Period of Insurance You will be covered for Trips You undertake in the European Area, on the condition that the total period You spend travelling on such Trips does not exceed a total of 60 days (irrespective of the number of individual Trips You undertake). Please note that there is no cover for an Insured Incident within the first 48 hours following Your initial purchase of this policy.

### **Standard of workmanship**

We will monitor the progress of Your assistance but cannot be responsible for the repair work provided by a garage, dealer or tradesman.

## Section F - Cancelling Your policy

1. This section applies to policies cancelled by You or by Us.
  - a) If at the time of cancellation You have made a claim or reported an incident which may give rise to a claim under this insurance policy, We will retain the whole premium whilst the claim is in the process of being settled. The claim will be settled for the purpose of this section when a final settlement is made or when We receive notification that a claim by You will not be pursued further.
  - b) If there has been no claim made on this policy at the time of cancellation, We will refund a part of the premium according to the number of days remaining before the end of the Period of Insurance from the date of cancellation.
  - c) If there has been a claim made on this policy at the time of cancellation and We have incurred costs as a result then no refund of premium will be given and the full annual premium will be payable.
  - d) Your Broker may charge You a cancellation fee.

### **If You decide to cancel**

2. You may cancel this insurance at any time by contacting us either directly or via Your Broker, requesting Your policy to be cancelled. You will not be insured from the date of cancellation.
3. We will refund the part of Your premium according to the remaining days of cover, subject to any claims made on Your policy, as outlined in Section E – Cancelling Your policy, clause 1.
4. If You have a broker, We will refund any premium to Your Broker.

### **If We decide to cancel**

5. We or Your Broker may cancel the insurance by sending 7 days notice of cancellation to the email address held on file by Us or Your Broker, or Your last known postal address. You will not be insured from the 8th day after the notice is issued to You. The notice will provide an explanation as to why Your policy is being cancelled.
6. We will refund the part of Your premium according to the remaining days of cover, subject to any claims made on Your policy, as outlined in Section F – Cancelling Your policy, clause 1.
7. If You have a broker, any refund will be sent to Your Broker.

### **Cancellation with immediate effect / voidance**

At Our option, We or Your Broker may cancel Your policy with immediate effect or void Your policy from inception at any time where; there is evidence of fraud or a valid reason for doing so, including but not limited to:

1. Deliberately or recklessly telling Us something which is untrue or misleading in response to any question We ask You when applying for, amending or renewing Your policy.
2. Carelessly misrepresenting relevant information which, if correctly represented at the time of applying for, amending or renewing Your policy would have caused Us to decline You for cover.
3. Where We have evidence of fraud or dishonesty.
4. Where We have evidence of abusive or threatening behaviour.
5. Where You have not paid the premium or You administer a 'chargeback' on Your policy premium.
6. If You are in breach of any of the Terms, Exceptions, Exclusions, Conditions or Endorsements of Your policy.
7. If We become aware that You don't have a valid motor vehicle insurance policy.

Where fraud is identified, We may retain all premiums paid.

# Important information

## WHO ARE WE?

Haven Insurance Company Limited is registered in Gibraltar number 85914. Our registered office is located at No.1 Grand Ocean Plaza, Ocean Village, Gibraltar, GX11 1AA. We are authorised and regulated by the Gibraltar Financial Services Commission under the Insurance Companies Act 1987.

In addition to this, We are also regulated by the Financial Conduct Authority (FCA) by means of cross border services. Haven Insurance is a member of the UK's Motor Insurers' Bureau (MIB) and Association of British Insurers (ABI).

## FINANCIAL SERVICES COMPENSATION SCHEME

If We are unable to meet Our liabilities You may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Further information about compensation scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk), by emailing [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk) or by phoning the FSCS on 0207 741 4100.

## SHARING YOUR PERSONAL DATA – DATA PROTECTION

Please view Our full Privacy Statement at [www.haven.gi/privacystatement](http://www.haven.gi/privacystatement) which will provide further information on how We use Your personal data. We will only use Your personal data in accordance with Data Protection Legislation.

## How We will use Your personal data To manage Your insurance with Us

This may include sharing Your personal data with:

1. Your Brokers to process and administer Your insurance. As part of Your Brokers processing they may carry out checks with credit reference and fraud prevention agencies in order to verify Your identity, assess Your application for a quotation or credit and offer You the best terms. The checks may be against both public data (such as information from the electoral roll) and private data (such as Your credit history). A record of the search will appear on Your credit report. As part of the quote process, Your Broker may exchange information with various industry databases in order to verify the information that You have provided such as the Claims and Underwriting Exchange (CUE), the Hunter Database, the Motor Insurance Anti-Fraud and Theft Register or the No Claims Discount Database. Your Brokers may also carry out checks against data they already hold on You such as data from existing products or account data. They may use this data to help them assess and rate Your application for a quote and determine Your premiums.
2. Subcontractors and service providers to process Your personal data and provide services on Our behalf.
3. Our Appointed Claims Handlers to manage claims under Your insurance.



4. Industry Regulators to monitor and enforce Our compliance with any applicable regulations.
5. Other Insurers, if You move to a new insurer We may confirm certain details about Your insurance to them. We will only confirm details to genuine organisations. Any requests for policy information by an individual other than the insured will require permission from the insured to do this.
6. Third parties involved in a claim, including their insurer, solicitor, or representative.
7. The Compensation Recovery Unit, Department for Work and Pensions, and National Health Service in relation to a claim.
8. The Financial Ombudsman Service, if You make a complaint about the service We have provided.
9. The Motor Insurance Anti-Fraud and Theft Register and to the Claims and Underwriting Exchange Register, which are both administered by Motor Insurers' Bureau (MIB).
10. The DVLA, Your Driving Licence Number may be provided to the DVLA in order for a search to be carried out to confirm Your licence status, entitlement and relevant restriction information and endorsement/conviction data. Searches may be carried out as part of Your quote and at any point throughout the duration of Your insurance policy. A search with the DVLA will not show on Your driving licence record. For details relating to information held about You by the DVLA, please visit [www.dvla.gov.uk](http://www.dvla.gov.uk). Undertaking searches using Your driving licence number helps insurers check information to prevent fraud and reduce incidences of negligent misrepresentation and non-disclosure.

### **Administration**

To manage and administer Our relationship with You, including Your registrations, transactions and communications with Us, to perform all orders and contracts with You, to provide the products and information You request, and to respond to Your comments, questions and support requests, and to monitor compliance with and enforce the terms of Our relationship and any contracts with You.

### **Telephone Calls**

We may monitor and record telephone calls for the purpose of security and training.

### **Market Research/Data Analysis**

To help improve Our services We, Your Brokers and recipients of Your Personal Data may also use Your Personal Data for the purposes of marketing research and data analysis. This helps to develop and improve the products and services that are offered.

### **Complaints**

To investigate and respond to complaints made in relation to insurance policies We underwrite.

### **To prevent and detect fraud**

Before We provide services, goods or financing to You, We undertake checks for the purposes of preventing fraud and money laundering, and to verify Your identity. These checks require Us to process personal data about You.

The personal data You have provided, We have collected from You, or We have received from third parties will be Used to prevent fraud and money laundering, and to verify Your identity.

Details of the personal information that will be processed include, for example: name, address, date of birth, contact details, financial information, employment details, device identifiers including IP address and vehicle details.

We and fraud prevention agencies may also enable law enforcement agencies to access and Use Your personal data to detect, investigate and prevent crime.

We process Your personal data on the basis that We have a legitimate interest in preventing fraud and money laundering, and to verify identity, in order to protect Our business and to comply with laws that apply to Us. Such processing is also a contractual requirement of the services or financing You have requested.

Fraud prevention agencies can hold Your personal data for different periods of time, and if You are considered to pose a fraud or money laundering risk, Your data can be held for up to six years.

If We, or a fraud prevention agency, determine that You pose a fraud or money laundering risk, We may refuse to provide the services or financing You have requested, or to employ You, or We may stop providing existing services to You.

A record of any fraud or money laundering risk will be retained by the fraud prevention agencies, and may result in others refusing to provide services, financing or employment to You.

If You have any questions about this, please contact Us on the details below.

Whenever fraud prevention agencies transfer Your personal data outside of the European Economic Area, they impose contractual obligations on the recipients of that data to protect Your personal data to the standard required in the European Economic Area. They may also require the recipient to subscribe to 'international frameworks' intended to enable secure data sharing.

### **Your Rights**

Your personal data is protected by legal rights, which include Your rights to object to Our processing of Your personal data; request that Your personal data is erased or corrected; request access to Your personal data.

For more information or to exercise Your data protection rights, please contact Us Using the contact details below.

If You would like to read the full details of how Your data may be used please view Our privacy statement here:

[www.haven.gi/privacystatement](http://www.haven.gi/privacystatement), phone Us on 0345 0920704, email [dataprotection@haven.gi](mailto:dataprotection@haven.gi), or write to Us at Haven Insurance Company Limited, No. 1 Grand Ocean Plaza, Ocean Village, Gibraltar, GX11 1AA.

You also have the right to complain to the Information Commissioner's Office (UK) or the Gibraltar Regulatory Authority (Gibraltar) which regulate the processing of personal data:

## **Information Commissioner's Office**

**Wycliffe House**

**Water Lane**

**Wilmslow**

**Cheshire**

**SK9 5AF**

**[www.ico.org.uk](http://www.ico.org.uk)**

## **Gibraltar Regulatory Authority**

**2nd Floor Eurotowers 4**

**1 Europort Road**

**Gibraltar**

**[www.gra.gi](http://www.gra.gi)**

## **COMPLAINTS**

We are committed to providing You with a first class service but recognise that there may be an occasion when You feel We may not have done this and You wish to make a complaint. We will always try to resolve any complaint speedily and at the earliest possible stage.

If You are not satisfied with the service provided by Your Broker, please contact them. If You are not satisfied with Our service please contact Us straight away by calling Us on 0345 0920704 or by emailing [complaints@haven.gi](mailto:complaints@haven.gi).

If You want to make a complaint in writing regarding Your insurance policy please contact Our Customer Relations Team at:

## **Customer Relations**

**Haven Insurance Company Limited**

**No.1 Grand Ocean Plaza**

**Ocean**

**Village**

**Gibraltar**

**GX11 1AA**

We will try to resolve Your complaint on receipt but if this is not possible then We will send You a written acknowledgement after Your complaint is received. This will tell You the name of the person handling Your complaint and enclose the complaints procedure leaflet.

We will write to You to confirm Our resolution of Your complaint. If We have not resolved Your complaint within eight weeks, or if Your complaint is still not resolved to Your satisfaction, You have the right to refer Your complaint to the Financial Ombudsman Service. The contact details for the Financial Ombudsman Service are:

## **Financial Ombudsman Service**

**Exchange Tower**

**London**

**E14 9SR**

**Telephone: 0800 0234567**

**[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)**

The Financial Ombudsman Service will handle most complaints You might have, but there are some instances that fall outside its authority. The Ombudsman's decision is binding upon Us, but You are free to reject it without affecting Your legal rights.

### **PREMIUM PAYMENTS FOR ANNUAL POLICIES**

You may pay for Your policy either annually, or Your Broker may be able to offer You a payment plan by monthly direct debit. We may at Our discretion deduct any outstanding premiums due from any claims settlement due.

#### **Unusual circumstances**

Any extra premium arising from changes to this insurance must be paid immediately. Your Broker may be able to offer You a monthly payment plan.

### **CHANGES TO YOUR POLICY**

If You change Your policy or ask Us or Your Broker to re-issue documentation:

1. Your Broker will advise You about any change in premium.
2. We or Your Broker may charge You an administration fee for making changes to Your policy.

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**HAVEN**  
INSURANCE

[www.haven.gi](http://www.haven.gi)

**HAVEN INSURANCE COMPANY LTD.**

**Registered office:**

No.1 Grand Ocean Plaza, Ocean Village,  
Gibraltar, GX11 1AA

**Registered number:** 85914