

MANXCOVER

Car
Insurance
Policy Booklet

Your motor policy

Welcome to Blackford & Company Insurance Brokers Ltd

We'd like to welcome you to Blackford & Company's '**Manxcover Motor Insurance Policy**' and thank you for choosing us to take care of your motor insurance.

Blackford & Company are a professional, long standing Insurance Broker, established in the Isle of Man since 1991, who offer experienced local advice and service right on your doorstep, just when you need it. Our '**Manxcover Motor Policy**' has been designed specifically for Isle of Man motorists offering great value for money with real quality benefits included as standard. We are committed to providing a first class service to our customers and you can help us do this by letting us know if you are dissatisfied in any way.

Conditions and cover that apply to the policy and in the event of a claim are set out in this policy booklet. **It is important that you take the time to read this policy document** in conjunction with your policy schedule, your statement of fact and your certificate of insurance so that you are fully aware of 'what is' and 'what is not' covered under the policy.

If you would like to discuss any details about this policy or if any of the information contained in your documents are incorrect or have changed then please contact us immediately at the office on 01624 832042.

Blackford & Company wish you an enjoyable and safe period of motoring.

Your motor policy

This is **your** Blackfords Manxcover **policy** booklet.

The information **you** provided, and the declaration **you** agreed to, along with this **policy** booklet, **your schedule** and **your certificate of motor insurance** are all part of **your policy**. Please read them all to avoid any misunderstandings.

Your policy may be declared void and **you** will not be entitled to any benefits or help if:

- any part of **your** application for this insurance; or
- any further changes **you** ask for under this **policy**;

you falsely represent or fail to fully and accurately disclose, the answers to the requested information.

For example, this could include:

- not telling **us** about motoring or criminal convictions;
- not telling **us** about previous accidents or losses, even if a claim was not made;
- not telling **us** about modifications to **your car**;
- giving **us** false information about who is the registered keeper or owner of **your car**;
- giving **us** false information about the main user of **your car**; or
- giving **us** false information about the true number of vehicles in **your** family.

This is not a full list, if **you** are unsure whether to disclose any matter to **us**, please contact **us**.

Your policy sets out the contract between **you** and **us**, and in return for the premium **we** will cover **you** during the **period of insurance** under the terms set out in **your policy**. This **policy** booklet, together with **your schedule**, gives **you** the details of what **your policy** does and does not cover. Please pay special attention to those

pages describing the Conditions and Exceptions which apply to **your** whole **policy**. It also contains information about how to make a claim and what **you** can do to make **your car** more secure.

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both **you** and **we** may choose the law which applies to this contract, to the extent permitted by those laws. Unless **you** and **we** agree otherwise, **we** have agreed with **you** that the law which applies to this contract is the law which applies to the part of the United Kingdom in which **you** live, or; if **you** live in the Channel Islands or the Isle of Man, the law of whichever of those two places in which **you** live.

We and **you** have agreed that any legal proceedings between **you** and **us** in connection with this contract will only take place in the courts of the part of the United Kingdom in which **you** live, or; if **you** live in either the Channel Islands or the Isle of Man, the courts of whichever of those two places in which **you** live.

We hope **you** are happy with **your policy**. If **you** are not, please send **us** the **certificate of motor insurance** within 14 days of the date **you** received **your policy** documents. **We** will then give **you** back **your** money provided there have been no claims under the policy and **you** confirm that **you** are not aware of any incident which may give rise to a claim under this **policy**.

Your Car Policy – Conditions that apply

Conditions that apply to the policy and in the event of a claim are set out in your policy booklet. It is important that you comply with all policy conditions and you should familiarise yourself with any requirements.

Directions for claim notification are included under claims conditions and events that may give rise to a claim must be notified as soon as reasonably possible. Further guidance is contained in the policy booklet in the section 'What you should do if there is an accident or theft'

You should initially notify us of your claim by phone. Your initial claim contact number is shown in your policy documentation. If we then decide that we need an Accident or Theft Report form we will send one which you should complete and return as soon as possible.

Ideally when you call you will provide:

- Name, address and contact phone number(s) (for you and the driver of your vehicle if not you). We will ask for information about convictions so please try and have driving licence(s) available when you call
- Personal details necessary to confirm your identity
- Your policy number

- Information about your vehicle and any damage it sustained
- Details of the accident or claim circumstances (when, where and how it happened)
- Details of any witnesses and the Police or any other emergency service that was called
- Details of the other party or parties involved including information about damage to their car or property and any injuries that anybody might have sustained
- Where appropriate your thoughts on who was to blame for the accident

We may request additional information (e.g. a sketch plan). Also, sometimes we may wish to meet with you or undertake further investigations, but we will advise you about that when you call to report the incident. Claims conditions require you to provide us with any reasonable assistance or evidence that we require.

You must also tell us as soon as possible of any changes to the information that you have provided to us. If you do not, your policy may not be valid.

We will not make any payment, or provide any other help or benefits under this policy, and will not return any premium to you, if you commit fraud in connection with your application for this insurance or with any changes to this policy.

Blackfords MANXCOVER Claims Helpline

Claims Service

Blackford & Company Insurance Brokers Limited claims department will provide you with a dedicated service. Lines are open **Monday to Thursday 09.00am to 5.00pm & Friday 09.00am to 4.45pm** for you to register a claim, then we will start the process of getting your vehicle back on the road as quickly as possible.

Contact us on 01624 832042 or call into our office:
Blackford & Company
The Old Bank
19 Station Road
Port Erin
Isle of Man IM9 6AE

WINDSCREEN & GLASS CLAIMS: Comprehensive cover only - £40.00 Excess

In the Isle of Man call:

National Windscreens
01624 878000
07624 452000
Manx Car Solutions
01624 852543
Manx Autoglazing
07624 490774

In the UK call:

(UK) Autoglass – 0800 363636

In all cases please have available:

Your Insurance Documents
Manxcover Policy Number
Vehicle Registration Number



Summary of Cover:

Section Description	Cover Applicable	
	Comprehensive	Third party, Fire and Theft
Liability to Others	Yes	Yes
Accidental Damage	Yes	No
Malicious Damage and Vandalism	Yes	No
Fire, Self-Ignition, Lightning or Explosion	Yes	Yes
Theft or Attempted Theft	Yes	Yes
Glass Cover	Yes	No
Personal Belongings	Yes	No
Replacement Locks	Yes	Yes Theft of Keys only
Medical Expenses	Yes	No
Personal Accident	Yes	No
Foreign Use	Yes	Yes
No Claims Bonus	Yes	Yes

The sections entitled General Exclusions and General Conditions within this booklet apply to your policy whatever cover you have.

Your policy schedule provides details of any special cover, excesses, endorsements or exclusions which apply to your policy.

Contents

Please note that not all of the sections listed below will apply to your policy. Those which do apply are shown in your schedule.

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Policy definitions

The words defined below will have the same meaning wherever they are shown in **your policy** in bold print.

Accessories

Accessories are defined as:

- child safety seats;
- roof racks;
- roof boxes; and
- cycle carriers.

British Isles

The British Isles are:

- Great Britain;
- the Republic of Ireland;
- Northern Ireland;
- the Isle of Man;
- the Channel Islands; and
- journeys by water, air or rail within or directly between any of these areas.

Certificate of motor insurance

The document which proves that **you** have insurance with **us** in respect of this **policy** in line with road traffic laws.

Courtesy Car

Any car supplied to **you** under an agreement between **us** and one of **our** approved repairers.

Defined Organisation

- a. A motor garage or other similar motor trade business not belonging to **you** which has custody of the **motor vehicle** for any of the following purposes:
 - i. Maintenance
 - ii. Repair
 - iii. Testing
 - iv. Servicing

- b. A hotel or restaurant or similar establishment not belonging to **you** which has custody of the **motor vehicle** solely for the purpose of parking.

Driver

Anyone who is shown on **your certificate of motor insurance** as being entitled to drive **your car** and who has **your** permission to drive it.

Excess

The amounts shown in **your schedule(s)** which **you** must pay when **you** make a claim which is covered by **your policy**.

In-car equipment

In-car equipment is:

- a radio, cassette, compact disc player or other audio equipment;
- a phone or other communication equipment;
- navigation equipment designed primarily for use in **your car**; and
- television or other visual entertainment equipment including video cassette recorders, DVD players and games consoles.

The equipment, except for portable navigation equipment, must be permanently fitted in **your car**.

Key(s)

Key(s) means any device used for starting **your car** or using its locking mechanism or immobiliser.

Market value

The cost of replacing **your car** with a car of the same make, model, specification, mileage and age, in the same condition as **your car** was immediately before the loss or damage **you** are claiming for.

Motor Vehicle

The vehicles shown:

- A) against Description of Vehicles in **your certificate of motor insurance** and
 B) in **your schedule**
 and in respect of which details have been notified to and accepted by **us**, and including its spare parts, **accessories**, windscreen and windows, but excluding any Trailer not specified in **your schedule**.

Where **we** use the word 'car' on its own **we** refer to any car including the motor vehicle.

No claim discount

A discount from **your** premium in return for **you** not making a claim.

Period of insurance

The length of time for which **your policy** runs as specified in **your schedule(s)**.

Policy

Your policy is made up of:

- The record of information that **you** have provided to **us**;
- this policy booklet;
- **your schedule(s)**; and
- **your certificate of motor insurance**.

Schedule

The document which describes:

- **you**;
- any other **driver**; and
- any special details of **your policy** such as **excesses**, **policy** limits or special terms and conditions.

Territorial limits

These are:

- the **British Isles**;
- any country which is a member of the European Union; and
- any other country which meets the motor insurance Directives of, and is approved by, the European Commission.
- journeys by water, rail or air between or within any of these countries, as long as:
 - **your car** is transported by a commercial carrier; and
 - if transport is by water, the route taken does not last more than 65 hours under normal circumstances.

Terrorism

Terrorism shall mean an act of any person acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's government in the United Kingdom or any legitimate government whether or not legally established.

However this definition will only apply in respect of cover provided in excess of the minimum Road Traffic Act requirements or as required under local legislation

We, us, our

Tower Insurance Company Limited.

You, Your, Policyholder, Insured

The person named as the policyholder in:

- **your certificate of motor insurance;** and
- **your schedule.**

Your car

The car:

- whose details have been reported to and accepted by **us;** and
- whose registration number is shown in **your certificate of motor insurance** and **your schedule.**

This includes any **in-car equipment** fitted as standard by the manufacturer.

Your partner

The partner, husband or wife of the **policyholder** living at the same address as the **policyholder** and sharing financial responsibility. This does not include business partners or associates.

How to make your car more secure

Important things to remember to keep **your car** safe.

- Whenever there is no-one in **your car**, lock **your car** doors, shut the windows and sun roof and make sure your convertible roof or hood is not fitted and secured in the upright position. Don't forget to lock **your** garage as well. A few seconds is all it takes for a thief to steal **your car** or its contents.
- Take care where **you** park **your car**. If **you** have a garage at home, please use it. When **you** are away from home, try to use secure car parks. If this isn't possible, avoid parking in back streets or quiet areas because these are ideal working conditions for a thief. If **you** have to leave **your car** outside at night, always try to park in a well-lit and busy area.
- Don't leave valuables on show - even when **you** are in the **car**. Thieves have been known to reach through passenger windows when the **car** is not moving.
- Satellite Navigation equipment is very attractive to thieves and could be costly for **you** to replace. When it is not being used, or when there is no-one in **your car**, keep any portable satellite navigation equipment, including any removable fittings which may attract a thief (such as suction cups), in a locked boot or locked glove compartment of **your car**.
- Take **your key(s)** out of the ignition when there is no-one in **your car** (for example, at a petrol station), even if it is only for a few seconds. If the **key(s)** are in, or in the vicinity of, **your car** and **your car** is stolen, whether **your car** is on the public highway or not, **your policy** will not cover the theft or any damage.
- Fit extra security measures, such as a steering wheel lock or handbrake lock. Better still, consider fitting an engine immobiliser, alarm system, or a tracking device.
- Take care where **you** put **your car keys** once they are removed from the **car**. When **you** are away from home, keep them with **you** at all times. Do not leave them unattended - for example, in a coat or purse. When **you** are at home, try and keep them away from **your** front door, as thieves have been known to 'fish' through the letter box to get hold of them.
- An effective way to beat the car thief is to have **your** windows permanently etched. A thief will then think twice about stealing **your car** as it will be costly for them to replace the glass.

What you should do when circumstances change

If you change your car

If **you** change **your car** please tell Blackford & Co. They will let **you** know about any change in **your** premium and will send **you** an updated **schedule** and **certificate of motor insurance**.

They will need to know the full details of **your** new **car** (for example, its make and model, registration number and engine size). They will also need to know whether the **car** is registered or owned in another person's name and if it has been modified.

Whenever **you** get a new **car**, **you** must get a cover note or a new **certificate of motor insurance** before **you** drive it. **You** must also return the old **certificate of motor insurance** to **us**.

If you want to change drivers

Your current **certificate of motor insurance** shows who is covered to drive **your car**. If **you** want to change any of the names, please contact Blackford & Co as soon as possible.

If you change address

Please contact Blackford & Co with full details of **your** new address, including the postcode, as soon as **you** know it. They will then let **you** know about any change in **your** premium and send **you** an updated **schedule**.

If you want to drive another car

Your policy may cover **you**, only, for driving other cars which do not belong to **you** (provided **your certificate of insurance** shows that **you** have this cover). However, cover is restricted to third party liability only and does not provide cover for loss or damage to other cars **you** are driving.

Driving Other Cars

We will also insure you against the events in section 2 as a result of an accident which occurs whilst you are driving any other private motor car, provided that all of the following applies:

- 1) Cover to drive other cars is specified on your current Certificate of Insurance;
- 2) The car does not belong to you and is not hired, leased or rented to you;
- 3) The car has its own valid motor insurance policy in force;
- 4) You are not covered by any other insurance policy to drive the car;
- 5) You hold a valid driving licence and are not disqualified from driving;
- 6) This policy is not in the name of a company or partnership;
- 7) Use of the car is restricted to social, domestic and pleasure and commuting purposes;
- 8) You have prior permission of the vehicles owner;
- 9) You still own you own vehicle, it has not been damaged beyond economical repair and it has valid road tax and MOT Certificate (if applicable).

What is not covered

- 1) Loss of or damage to the car you are driving;
- 2) Death of or injury to the person using, driving or in charge of the car;

- 3) Use to secure the release of any motor vehicle which has been seized by or on behalf of any government or public authority;
- 4) Liability for any incident which occurs whilst you are driving the car outside of the British Isles.

This limited cover can be very useful in an emergency, but if **you** are planning to drive someone else's car regularly **you** should be named on their insurance policy.

If you need to use your car for towing

Your policy provides cover for legal liabilities while **you** are towing, but it doesn't provide cover for loss or damage to the items being towed. **You** will need to arrange separate cover for those items if **you** need loss or damage cover for them.

If any other circumstances change

You must tell Blackford & Co as soon as possible

- if **you** get an extra car or change **your car** for another one;
- if there is a change in use of **your car** (for example, **you** require business use);
- if **you** or any other **driver** has been convicted of any motoring offence including fixed penalty offences, or has any prosecutions outstanding;
- if **you** or any other **driver** has been involved in any accidents, losses or thefts, regardless of whether a claim was made;
- if **you** or any other **driver** has been convicted of an offence of fraud or dishonesty (e.g. shop lifting, credit card fraud, tax evasion) or have possible prosecutions outstanding;

- if **you** or any other **driver** develops a notifiable health condition or an existing condition worsens. A notifiable health condition is one which must be referred to the DVLA (please refer to the DVLA D100 leaflet or www.direct.gov.uk/motoring for a full list of notifiable conditions) or the Isle of Man Government Department of Infrastructure.

Examples of notifiable conditions are Epilepsy or insulin controlled Diabetes;

- if the main **driver** of **your car** changes;
- if the registered keeper or owner of **your car** changes;
- if the place where **your car** is usually kept changes;
- if any modifications are made to **your car** (e.g. any changes which may affect **your car's** performance).
- if the number of vehicles in **your** family changes;

If **you** are not sure whether to report a change, please contact Blackford & Co.

How your no claim discount works

You earn **no claim discount** for each year of cover during which **you** do not claim. The discount increases each year up to the maximum on **your** scale. A single claim, if **you** are 'at fault' (or if **we** cannot recover full losses from another person's insurer) will reduce **your no claim discount**.

However, if **you** have applied and been accepted for **no claim discount** protection cover; **your** discount will not be affected unless **you** have more than two 'at fault' (or if **we** cannot recover full losses from another person's insurer) claims in five years. Upon the occurrence of a third claim **your no claim discount** will be reduced. See **Section 4** for more details.

Section I

Loss and damage

This section only applies if it is listed in **your schedule**.

What we cover

i. Loss and damage

We cover loss of or damage to:

- **your car**;
- **in-car equipment**;
- **accessories** and spare parts which are fitted into or onto **your car** or kept in **your** private garage;
- a trailer (if **your schedule** shows that **you** have this cover); and
- **courtesy car**.

ii. New car replacement

If **you** buy **your car** new and within 12 months it is:

- stolen and not recovered; or
- damaged and the repair cost is more than 60% of its current new list price including VAT (where appropriate);

we may replace it with a new car of the same UK specification.

iii. Emergency overnight accommodation

We will pay up to £500 for necessary expenses for emergency accommodation for you and any passengers, if **you** or any other **driver**:

- cannot use **your car** during a journey as a result of loss or damage which **we** cover;
- cannot reach **your** destination.

For claims conditions relating to this section please read 'How we will settle a claim under Sections 1, 2 and 3'.

What we do not cover

We do not cover the following:

- 1a. An additional **excess** applies for young or inexperienced **drivers** for any loss or damage while **your car** is being driven by them or in their care.
- | | |
|-----------------------|------|
| Under 21 years of age | £300 |
| Under 25 years of age | £150 |
- 25 years of age or over but holds a provisional licence, or has held a full UK/IOM licence to drive for less than 12 months
- | | |
|--|------|
| | £150 |
|--|------|

This **excess** will not apply when **your car** is in the care of:

- a garage or similar motor trade organisation for servicing or repair; or
- a hotel or restaurant for the purpose of parking.

- 1b. Any excess shown under 'Accidental Damage Excess' in **your schedule** for any loss or damage to **your car**.

- This **excess** will not apply to loss or damage
- caused by fire, theft and attempted theft.

- 1c. Any **excess** applicable for 'Fire' or 'Theft' for any loss or damage to **your car** which is caused by fire, theft or attempted theft.

These **excesses** will not apply if **your car** is in **your** locked private garage at the time of the fire, theft or attempted theft.

2. Loss of value.
3. Wear and tear.

What we cover

What we do not cover

4. Loss of use.
5. Loss or damage to a part that breaks or fails and any resulting loss or damage caused to any other parts.
6. Damage to tyres caused by punctures, cuts or bursts.
7. Loss or damage resulting from **your car** being taken, without **your** permission, by:
 - **your partner**;
 - **your** boyfriend or girlfriend;
 - **your** children;
 - anyone who normally lives with **you**; or
 - a member of **your** family.
8. Any loss or damage to **your car** if:
 - **your car** is unlocked;
 - **your car** windows are open; or
 - **your car** removable roof panel, convertible roof or hood is not fitted and secured in the upright position on **your car** at the time of loss; or
 - **your car key(s)** are in, or in the vicinity of, **your car**;
 when there is no-one in it.
9. Loss or damage caused by deception.
10. Loss or theft of portable satellite navigation equipment when there is no-one in **your car**, unless it is stored out of sight in either a locked boot or glove compartment.
- 11a. The first £40 of any windscreen claim
- 11b. any scratching of the bodywork which is caused by the broken glass.

Important note:

Exceptions 1 to 11 apply to all of this section.

Section 1A Windscreen Cover

This section only applies if it is listed in **your schedule**.

What we cover

We cover loss of or damage to the windscreen, windows and glass sunroof of **your car** or of any **courtesy car**.

If **you** only make a claim under this section it will not affect **your no claim discount**.

For claims conditions relating to this section please read '**How we will settle a claim under Sections 1, 2, and 3**'.

What we do not cover

Section 1B

Fire and theft

This section only applies if it is listed in **your schedule**.

What we cover

We cover loss or damage caused by fire, lightning, explosion, theft or attempted theft to:

- **your car**;
- **in-car equipment**;
- **accessories** and spare parts which are fitted into or onto **your car** or kept in **your** private garage;
- a trailer (if **your schedule** shows that **you** have this cover); and
- **courtesy car**.

If we give **you** a **courtesy car**, we will cover it as if it was covered under **Section 1**.

For claims conditions relating to this section please read '**How we will settle a claim under Sections 1, 2 and 3**'.

What we do not cover

We do not cover the following:

1. The excess **shown** under 'Fire' or 'Theft Excess' in **your schedule**, for any loss or damage to **your car** which is caused by fire theft or attempted theft. If no amount is stated, you must pay the first £100 towards any claim.

These **excesses** will not apply if **your car** is in **your** locked private garage at the time of the fire, theft or attempted theft.

2. Loss of value.
3. Wear and tear.
4. Loss of use.
5. Loss or damage to a part that breaks or fails and any resulting loss or damage caused to any other parts.
6. Damage to tyres caused by punctures, cuts or bursts.
7. Loss or damage resulting from **your car** being taken, without **your** permission, by:
 - **your partner**;
 - **your** boyfriend or girlfriend;
 - **your** children;
 - anyone who normally lives with **you**; or
 - a member of **your** family.

What we do not cover

8. Any loss or damage to **your car** if:
 - **your car** is unlocked;
 - **your car** windows or sunroof are open; or
 - **your car** removable roof panel, convertible roof or hood is not fitted and secured in the upright position on **your car** at the time of loss, or
 - **your car key(s)** are in, or in the vicinity of, **your car**;
when there is no-one in it.
9. Loss or damage caused by deception.
10. Loss or theft of portable satellite navigation equipment when there is no-one in **your car**, unless it is stored out of sight in either a locked boot or glove compartment.

Section 2

Legal liability to others

This section only applies if it is listed in **your schedule**.

What we cover

A. What we cover

We cover legal responsibility for:

- killing or injuring someone; or
- damaging property (**we** will pay up to £20,000,000. This limit includes legal costs for any claim or claims arising from one incident);

After an accident involving:

- **your car**
- a trailer that is attached to **your car**, or
- any other vehicle that **your certificate of motor insurance** allows **you** to use in the **British Isles**.

B. Who we cover

We cover **you**:

- using **your car**
- using any other vehicle that **your certificate of motor insurance** allows **you** to use in the **British Isles**.

We cover the following other people:

- any **driver** using **your car**;
- anyone **you** allow to use (but not drive) **your car** for social, domestic and pleasure purposes,
- anyone who is a passenger in **your car**
- any employer of a **driver** shown on **your certificate of motor insurance**, as long as **your certificate of motor insurance** allows the use **your car** is put to,
- the legal representatives of any person who dies and who would have been covered under this section.

What we do not cover

We do not cover the following:

1. Loss of or damage to **your car** or any other property which is owned by or in the care of anyone making a claim under this section.
2. Legal liability for death of or physical injury to anyone as a result of their job, except as required under road traffic laws.
3. Legal liability in connection with any vehicle which belongs to or is hired to the employer or business partner of **you** or **your partner**, if there is any other insurance policy covering the same liability.
4. The legal liability of anyone who is not driving but who is claiming cover if they know that the **driver** does not have a valid licence to drive **your car**.
5. The legal liability of anyone other than **you**, if they are entitled to cover under any other insurance policy.
6. Legal liability, except as required under road traffic laws, as a result of using a vehicle on any part of an airport or airfield provided for aircraft movement, parking or maintenance.
7. **We** will not be liable for any consequence of **terrorism** except to the extent necessary to meet the requirements of any road traffic legislation.

What we cover

C. Cover for legal costs and expenses

We cover **you** and those people in **Section 2 Part B** for the following for any incident which might involve legal liability under **your policy**.

- The costs of defence against a charge of manslaughter or causing death by dangerous driving. **You** must have **our** written permission before agreeing to these costs.
- Solicitors' fees at a coroner's inquest, fatal inquiry or magistrates' court. **You** must have **our** written permission before agreeing to these costs.
- Other legal fees, costs and expenses which **we** have agreed to in writing.

D. Cover abroad

We provide the minimum cover required by law to allow **you** to use **your car** in any of the following countries.

- Any country which is a member of the European Union.
- Any other country which meets the motor insurance Directives of, and which is approved by, the European Commission.

E. Emergency treatment fees

We will pay the cost of any emergency medical treatment required under road traffic laws.

If **we** pay emergency treatment fees, this will not affect **your no claim discount**.

What we do not cover

We do not cover the following:

8. Use to secure the release of a **motor vehicle**, not otherwise specifically the subject of insurance by this **policy**, which has been seized by, or on behalf of, any government or public authority

See previous page for details of what **we** do not cover under this section.

Section 3A

Personal accident cover Part I – What we cover

This section only applies if **your schedule** shows that comprehensive cover is in force.

What we cover

We will pay the benefit below if **you** and/or **your partner** are accidentally injured while in **your car** or getting into or out of **your car**, provided that this injury is sustained in direct connection with **your car** and is the sole independent cause within 3 months of the accident of any one of the following:

1. Death	£5000
2. Total and irrecoverable loss of sight of one or both eyes	£5000
3. Total loss of one or more limbs by physical separation at or above the wrist or ankle or permanent loss of use of one or both hands or legs	£5000

What we do not cover

This section does not provide cover for **bodily injury** suffered:

- while **you** are driving, if **you** do not hold a current and valid driving licence to drive the **private motor vehicle**;
- while **you** are driving with more than the legally permitted level of alcohol in the blood;
- as the result of, or which is contributed to by, **you** having taken a drug unless taken on proper medical advice and not for the treatment of drug addiction;
- while **you** are motorcycling (including mopeds) as a rider or passenger;
- while **you** are taking part in or practising for racing, rallies, trials or speed tests;
- arising directly or indirectly from war, hostilities, terrorism, revolution, military power or civil commotion;
- arising directly or indirectly from **your** drug addiction or solvent abuse or excessive alcohol intake;
- arising directly or indirectly or resulting from **your** own illegal or criminal act;
- arising directly or indirectly or resulting from deliberately injuring **yourself**, or putting **yourself** in needless danger except in an attempt to save human life;
- as the result of committing or attempting to commit suicide.

Section 3A

Personal accident cover Part 2 – Conditions

A. Claims conditions

In the event of a **private motor vehicle pedestrian or passenger accident**, **we** must be told as soon as possible. Initially this can be by phone or in writing from **your** representative, who may be a relative, close friend, solicitor or executor of **your** estate.

Any delays in telling **us** will affect the speed with which **we** can deal with the claim.

Any other evidence **we** may need in support of a claim must be produced at the expense of those making the claim.

We will pay any benefit due to **you** or **your partner**.

Section 3B

Medical expenses

This section only applies if comprehensive cover is in force.

What we cover

We will pay benefit up to £250 for the cost of medical treatment for anyone injured in an accident in **your car**.

Section 3C

Personal effects

This section only applies if comprehensive cover is in force.

What we cover

We cover loss of or damage to personal possessions in or on **your car** up to the amount of £300.00 in respect of one claim.

We will pay **you** or, if **you** prefer, the owner of the property.

What we do not cover

We do not cover the following:

1. Money, stamps, tickets, documents, bonds, vouchers, lottery tickets, scratchcards, raffle tickets, Air Miles, trade samples or any property insured under any other insurance policy.
2. Personal possessions stolen from an open-top or convertible car, unless they are kept in a locked boot or locked glove compartment.
3. Loss of or damage to personal possessions carried in or on a trailer.
4. Wear, tear, loss of value and loss of use.
5. Goods, tools of trade/samples connected with **your** work or any other trade or any container for these things.

Section 3D

Foreign use

What we cover

If **you** take **your car** to any country in the **territorial limits** outside of the **British Isles**, **your policy** cover will apply up to 120 days per annual **period of insurance**.

If the length of any visit is greater than 120 days, **you** must tell **us** before **you** take **your car** abroad. **You** will have to pay an extra premium to extend **your** cover.

If **your certificate of motor insurance** allows **you** to drive any other car, cover for that car is restricted to the **British Isles**.

See also **Section 2 Legal liability to others - D. Cover Abroad** for details of the minimum cover required by law we provide in

- any country which is a member of the European Union.
- any other country which meets the motor insurance Directives of, and is approved by, the European Commission.

See also 'What you should do if you take your car abroad' on page 48.

Section 3E

Protecting, removing and delivering your car

What we cover

If the loss or damage is covered under **your policy**, we will pay the reasonable costs of:

- taking **your car** to the nearest repairer if it cannot be driven; and
- delivering **your car** to **your** address in the **British Isles** after it has been repaired.

Section 3F

Loss of road tax

What we cover

If **your car** is stolen and unrecovered, or damaged and **our** engineer confirms the vehicle is a total loss, **we** will pay for any road tax that is still left that **you** are not able to recover from the licensing authorities.

Section 3G

General Average Contribution and other charges

This section only applies if comprehensive cover is in force.

What we cover

We cover **you** against General Average Contribution, Salvage and Sue and Labour Charges.

Section 4

No Claims Discount

If a claim has not been made:

If a claim has not been made against this policy in the current period of insurance on an annual contract, we will apply a discount on your renewal premium for the next period of insurance which is known as a no claims bonus (Please note this does not guarantee that your overall premium will be less than the previous period of insurance). Please note, a maximum discount will apply.

If a claim has been made:

If a claim has been made against the policy during the current period of insurance, we will reduce your no claims bonus entitlement as per the applicable scale below;

No Claims Bonus Before Claim	No Claims Bonus Level at Next Renewal Following:		
	1 Claim	2 Claims	3 Claims or More
4+	2	0	0
3	1	0	0
2	0	0	0
1	0	0	0
0	0	0	0

If your No Claims Discount is protected:

If you have paid for this option and it's shown in the endorsements section of your policy schedule, your no claim bonus entitlement (as at last renewal) is protected unless more than two claims are made against this policy within five continuous periods of insurance. If more than two claims have been made within this period then your no claims bonus will be reduced as per the scale below:

Current No Claims Bonus Level	No Claims Bonus Level at Next Renewal Following:	
	3 claims in the last 5 years	4 claims or more in the last 5 years
4+	1	0

If an incident occurs after we have confirmed your renewal premium but before the expiry date of the current period of insurance, we are entitled to take back any additional discount given to you if a claim is made and also reduce your no claims discount entitlement in accordance with whichever of the above scales apply.

Please note that this is a no claim not a no blame bonus. If an incident occurs where another party is responsible and we have to make a payment, your no claim bonus entitlement will be reduced at next renewal in accordance with the applicable scale above unless we successfully make a full recovery of our losses from these responsible.

Section 5

Conditions which apply to your whole policy

A. Reporting a claim

You must tell Blackford & Co as soon as possible about any incident or legal proceedings which may lead to a claim.

If there has been a theft or attempted theft, **you** must also tell the police as soon as possible. **You** should initially notify Blackford & Co of **your** claim by phone. **Your** initial claim contact number is shown in **your policy** documentation/on **our** website. If **we** then decide that **we** need an Accident or Theft Report form Blackford & Co will send one to **you** which **you** should complete and return as soon as possible.

Ideally when **you** call **you** will provide:

- Name, address and contact phone number(s) (for **you** and the **driver** of **your car** if not **you**). Blackford & Co will ask for information about convictions so please try and have driving licence(s) available when **you** call
- Personal details necessary to confirm **your** identity
- **Your policy** number
- Information about **your car** and any damage it sustained
- Details of the accident or claim circumstances (when, where and how it happened)
- Details of any witnesses and the Police or any other emergency service that was called
- Details of the other party or parties involved including information about damage to their car or property and any injuries that anybody might have sustained
- Where appropriate **your** thoughts on who was to blame for the accident

We may ask **you** to provide all the details in writing together with any evidence which **we** may reasonably need.

If **you** receive a writ, summons or other legal documents or letters, **you** must send them to Blackford & Co as soon as possible.

You must not answer any letters without **our** written permission. **We** will not refuse permission without a good reason.

B. Assessing your claim

Blackford & Co suggest that soon after receiving **your policy** **you** read the section in **your policy** booklet headed "What **you** should do if there is an accident or theft". Whilst **we** hope **you** never need the information it is better to be prepared for the unexpected.

You must not admit or deny a claim or negotiate or promise to pay a claim without **our** written permission. **We** will not refuse permission without a good reason.

C. Fraudulent or Exaggerated Claims

If **you**, or someone on **your** behalf, knowingly:

- makes a false claim;
- exaggerates the amount of a claim;
- provides **us** with false or misleading declarations or statements to support a claim; or
- provides **us** with any other false or invalid documents or relies on any fraudulent devices to support a claim

We may, at **our** option, either:

- (a) decline cover under the insurance **policy** for the relevant claim; or
- (b) void this insurance **policy** from its inception or from the date of the relevant claim.

D. Licence Checking

You must check the driving licence of every driver who will drive the **motor vehicle** and **you** must inform Blackford & Co of:

- any convictions noted on the licence
- any Provisional licence
- any licence issued outside the UK/IOM

E. Changes in risk

You must tell Blackford & Co

- if **you** get an extra car or change **your car** for another one;
- if there is a change in use of **your car** (for example, **you** require business use);

You must tell Blackford & Co as soon as reasonably possible if any other circumstances change, for example:

- if **you** or any other **driver** has been convicted of any motoring offence including fixed penalty offences, or has any prosecutions outstanding;
- if **you** or any other **driver** has been involved in any accidents, losses or thefts, regardless of whether a claim was made;
- if **you** or any other **driver** has been convicted of an offence of fraud or dishonesty (e.g. shop lifting, credit card fraud, tax evasion) or have possible prosecutions outstanding;
- if **you** or any other **driver** develops a notifiable health condition or an existing condition worsens. A notifiable health condition is one which must be referred to the DVLA (please refer to the DVLA D100 leaflet or www.direct.gov.uk/motoring for a full list of notifiable conditions) or the Isle of Man Government Department of Infrastructure

Examples of notifiable conditions are

- Epilepsy or insulin controlled Diabetes;
- if the main **driver** of **your car** changes;
- if the registered keeper or owner of **your car** changes;
- if the place where **your car** is usually kept changes;
- if any modifications are made to **your car** (e.g. any changes which may affect **your car's** performance).
- if the number of vehicles in **your** family changes;

This is not a full list. If **you** are not sure whether to report a change, please contact Blackford & Co.

We may re-assess **your** cover and premium as a result of any important information **you** give **us**.

If **you** do not tell **us** anything which is relevant:

- **your policy** may not be valid; and
- **we** may reject **your** claim.

F. Looking after your car

You and any other **driver** must do everything reasonably possible to prevent loss or damage and keep **your car** or any **courtesy car** in good condition.

You must allow **us** to examine **your car** at all reasonable times.

G. Cancelling your policy

We may cancel **your policy**. If **we** do this, **we** will write to **you** at **your** last known address. In **our** letter **we** will confirm that all cover will end 7 days after the date on the letter. In these circumstances **you** must return **your certificate of motor insurance** to Blackford & Co.

You can cancel **your policy**. To do this **you** must write to Blackford & Co and return **your certificate of motor insurance**.

If no claim is made or will arise, **we** will give **you** a refund on **your** premium for any remaining period of cover.

If a claim is made or will arise, **we** will not give **you** a refund on **your** premium.

Blackford & Co reserve the right to cancel **your policy** in the event that there is a default in instalment payments due under any linked loan agreement. If **you** pay **your** premium by instalments, cover under this **policy** will end if **you** do not pay any monthly premium when it is due. In these circumstances **you** must return **your certificate of motor insurance** to **us**. However, **we** will send a letter to **your** last known address and give **you** the opportunity to pay the premium within 7 days.

If **you** cancel **your policy** after an event which may lead to a claim, **you** must pay **us** the rest of **your** premium up until the next renewal date.

H. Other insurance

If a claim under **your policy** is also covered by other insurance, **we** will only pay **our** share of the claim.

I. Taking over your rights

If **you** make a claim, **you** must be prepared to take any steps **we** reasonably ask **you** to take to protect **your** rights. **You** must also be prepared to allow **us** to act in **your** name and take any reasonable steps **we** feel are necessary to protect **your** rights.

This may mean that **we** defend or settle the claim in **your** name. If this happens, **we** will pay any costs and expenses involved.

J. Cover for car sharing

Your policy allows **you** or **your partner** to receive a mileage allowance from **your** or **your partner's** employer, or accept payment from passengers in **your car** as part of a car-sharing agreement, as long as:

- **your car** has not been built or adapted to carry more than eight passengers and a driver;
- **you** or **your partner** are not carrying passengers as part of a business of carrying passengers;
- **you** or **your partner** do not make a profit from the total payments **you** or **your partner** receive for a journey;
- **your car** is being used for a purpose included on **your certificate of motor insurance**; and
- the total payments for any mileage allowance **you** or **your partner** receive are within the published guidelines of Isle of Man Government Income Tax Division.

K. Our right to reclaim payments

We may claim back from **you** any payment which **we** make under **your policy**:

- because of the requirements of any law; and
- which **we** would not have paid if that law had not existed.

L. Authority to Renew

If **we** are willing to continue providing cover and **we** advise **you** before the **policy's** renewal date of **our** renewal terms, **you** authorise Blackford & Co to renew this **policy** and any subsequent **policy** on expiry, in accordance with **our** renewal terms at that time, unless **you** advise Blackford & Co otherwise before the renewal date.

M. Provision of False Information

If **you** have knowingly provided us with false information which has affected **our** assessment of any of the following:

- A) **your** eligibility for this insurance **policy**
- B) the terms and conditions applying to **your policy**
- C) **your** insurance premium

Your policy may be deemed to be invalid from the date **you** provided **us** with such information and all benefits under this **policy** may be forfeited.

In these circumstances, condition **K. Our Right to Reclaim Payments - [Conditions which apply to your whole policy]** will apply and **you** may be required to repay to us any payment that **we** have been obliged to pay on **your** behalf.

Section 6

Exceptions which apply to your whole policy

A. Use and driving

We will not cover any claim if **your car** is being:

- used for a purpose which is not included on **your certificate of motor insurance**;
- driven by someone or in the care of someone for the purpose of being driven, who is not shown as allowed to drive on **your certificate of motor insurance**, unless your vehicle is stolen;
- driven by someone who does not have a valid licence unless he or she has held one and is not disqualified from getting another one;
- driven by someone who does not meet the conditions of their licence;
- used with a load or a number of passengers which is unsafe or illegal;
- used when the load is not secure;
- used when you have hired the vehicle to someone else, regardless of the purpose for which that person is using the vehicle.

This does not apply to claims under **Sections 1** if **your car** is in the care of:

- a garage or similar motor trade organisation for servicing or repair; or
- a hotel or restaurant for the purpose of parking.

B. Liability which results from an agreement

We do not cover any liability which results only from an agreement **you** have made.

C. Radioactive contamination

We do not cover any loss, damage, or liability caused by:

- ionising radiation or radioactive contamination from nuclear fuel or nuclear waste from burning nuclear fuel; or
- the radioactive, toxic, explosive or other dangerous properties of explosive nuclear equipment or nuclear parts.

D. War risks

We do not cover any loss, damage or liability caused by war, riot, revolution or any similar event, except as required under road traffic laws.

E. Riot and civil unrest

We do not cover incidents caused by riot or civil unrest outside of England, Scotland, Wales, the Isle of Man or the Channel Islands.

This exception does not apply to **Section 2**.

F. Sonic bangs

We do not cover damage caused by pressure waves from aircraft and other flying objects travelling at or above the speed of sound.

G. Pollution

We do not cover loss or damage caused by pollution or contamination, unless the pollution or contamination is the direct result of a single incident which happens during the **period of insurance**. To qualify for cover, the incident must be sudden, identifiable, unintended and unexpected.

All pollution caused by one incident will be considered to have happened at the time the incident took place.

This exception does not apply if **we** must provide cover under road traffic laws.

H. Rallies, competitions, trials and track use

We will not cover any claim if **your car** is used:

- in a rally;
- in a competition;
- in a motor trial;
- on a racetrack;
- on a circuit; or
- on a prepared course;
- TT/MGP Circuit (when closed), Nurburgring Nordschleife or sections of private toll roads without speed limits;
- For racing, formally or informally, against any other motorist whether on track or road.

I. Public authorities

We do not cover any loss or damage caused by any government, public or local authority legally removing, keeping or destroying **your car**.

J. Deliberate Acts

We do not cover any loss or damage to **your car** as a result of a deliberate act caused by **you, your partner** or anyone insured under this policy.

K. Driving under the influence of drink or drugs

Save to the extent required under the Road Traffic Act **we** do not cover any loss, damage or liability arising from an incident if, as the result of the incident, **you** or anyone insured under the **policy** is convicted of driving whilst under the influence of alcohol or drugs. **We** reserve the right to recover from **you** any amounts which **we** pay before such conviction or which **we** are required to pay.

L. Uninsured Driver Promise

If you make a claim for an accident that is not your fault and the driver of the vehicle that hits your car is not insured, you will not lose your No Claims Discount or have to pay any excess. This promise is for comprehensive policy holders only!

Conditions -We will need

- The vehicle registration number and the make and model of the uninsured vehicle.
- The uninsured drivers details (where possible). It also helps us to confirm who is at fault if you can get the names and addresses of any independent witnesses, if possible.

When you claim, you may have to pay your excess. Also, if when your renewal is due investigations are still ongoing, you may lose your no claims discount temporarily. However, once we confirm that the accident was the fault of the uninsured driver, we will repay your excess premium, restore your no claims discount and refund your policy excess which you have paid.

Section 7

Endorsements which apply to your policy

These endorsements apply only if the number set against them appears in your schedule

Endorsement 1 Exclusion of Driving other cars

(the part of **your policy** booklet amended by this Endorsement is Section 2 – “Liability to Third Parties”)

We do not provide any cover under **your policy** for driving any cars other than the **motor vehicle** and therefore Section 2 “Liability to Third Parties”, Sub Section 1 COVER IF YOU ARE DRIVING, Paragraph (11) does not apply

Endorsement 2 Exclusion of Damage Cover for Unnamed Drivers Under 25

(The part of **your policy** booklet amended by this Endorsement is Section 1 – “Loss and Damage”)

We do not provide any cover under **your policy** while the **motor vehicle** is being driven by or is in the charge of any person under 25 years of age unless that person is named in **your schedule**

This Endorsement does not apply in respect of:

- a. Loss or Damage caused by Fire, Lightening, Explosion or Theft
- b. Loss or Damage which occurs while the **motor vehicle** is in the custody of a **defined organisation**

This Endorsement applies to the **motor vehicle** shown in **your schedule** against this Endorsement, together with its **in-car equipment**.

Endorsement 3 Policyholder Excluded from Driving

(The part of **your policy** booklet amended by this Endorsement is Section 1 – “Loss and Damage”)

We do not provide any cover under the policy while the **motor vehicle** is being driven by the policy holder.

This Endorsement does not apply in respect of:

- a. Loss or Damage caused by Fire, Lightening, Explosion or Theft
- b. Breakage of glass in the windscreen and/or windows where this is the only damage to the **motor vehicle** other than scratching of the bodywork resulting from the breakage
- c. Loss or Damage which occurs while the **motor vehicle** is in the custody of a **defined organisation**

Section 8

No claim discount protection

This section only applies if it is listed in **your schedule**.

If **you** have chosen **no claim discount** protection, **we** will not reduce **your no claim discount** unless more than two 'at fault' claims (or if **we** cannot recover full losses from another person's insurer) happen over five **periods of insurance** in a row.

If two or more of these claims happen in the period stated above:

- **we** will reduce **your no claim discount** in line with **our** usual scale for three or more claims;
- this section will no longer apply; and
- **Section 4** will apply.

Section 9

Legal Expenses – definitions

We, us, our

Tower Insurance Company Limited and anyone **we** may appoint to act on **our** behalf.

Solicitor

The advocate, solicitor or other suitably-qualified person acting for **you**.

Motor accident

A motor accident which causes accidental loss of or damage to **your car** or **your** property, or accidental bodily injury to **you**.

Legal expenses

Legal fees and other expenses **your** solicitor has reasonably charged **you** (with **our** prior agreement) for any legal proceedings. Also costs which a civil court has ordered **you** to pay or which **we** have agreed to.

Legal proceedings

Civil proceedings arising out of a motor accident.

Uninsured losses

Expenses or compensation claims (or both) which are not covered by **your policy** but for which **you** have a claim at law against the responsible party.

You, your

The policyholder or other person insured to drive **your car** according to the **schedule** and any passenger in **your car**, as long as any passenger making a claim has **your** permission.

Your car

The car stated in the **schedule**, any replacement vehicle **we** arrange for **you** while **your car** is being repaired after **you** have claimed under this **policy**, any other vehicle which **your certificate of motor insurance** allows **you** to use in the **British Isles**, or a trailer if **your schedule** shows that **you** have cover for a trailer. The trailer will be covered whether or not it is attached to **your car**.

Section 9

Legal Expenses Part I – What we cover

What we cover

In the event that **you** make a claim under this **policy** in respect of a **motor accident** in which **you** are involved, **we** will try to recover **your uninsured losses** (and cover **legal expenses** to claim those losses) provided **we** and **your solicitor** are of the view that it is more likely than not that **you** will succeed in a claim for those losses.

If **we** have paid for any **legal expenses** and **you** are later awarded repayment of costs in any claim, **we** will be entitled to reimbursement of those costs.

You have the right to choose a **solicitor** to act as **your** representative subject to **our** agreement regarding charges.

We will appoint the **solicitor** upon **our** standard terms of appointment to act in **your** name and for **your** benefit.

The most **we** will pay for **legal expenses** for all claims that arise from the same **motor accident** is £50,000.

What we do not cover

We do not cover the following:

1. Any claim if **you** tell **us** about the **motor accident** more than 180 days after it happened.
2. Any claim if the **motor accident** happened before cover under this section started.
3. Any **legal expenses** incurred by **you** before **we** agree to appoint a **solicitor** to act for **you**.
4. Any **legal expenses** charged as a result of **your** conduct which may reasonably be considered to hinder **your** claim.
5. Any **legal expenses** if **you** withdraw from the **legal proceedings** without **our** agreement. **We** will be entitled to a refund of any money **we** have paid.
6. Any claim arising from damage to **your car** where such claim is made against **you**.
7. Any expenses for an expert witness, unless **we** have given written approval.
8. Any **legal expenses** which **you** can claim under another insurance **policy**.
9. Any claim arising from a malicious act.
10. Any claim for any **legal expenses** relating to any other person or organisation bringing a claim or counterclaim against **you**.
11. **Legal expenses** **you** can recover from any other person.

Section 9

Legal Expenses cover Part 2 – Conditions

A. Controlling of claims

We and **your solicitor** will have control of any claim.

You must:

- keep Blackford & Co informed of any developments relating to **you** or **your** claim as soon as possible after **you** find out about them;
- follow Blackford & Co and **your solicitor's** advice;
- not start, defend, stop or withdraw from **legal proceedings** without **our** agreement;
- give Blackford & Co and **your solicitor** information and instructions as requested.

We may see any information, documents or evidence **you** or **your solicitor** has. **We** will have direct access to **your solicitor** at all times.

If in any **legal proceedings** **your** claim is not successful and **you** want to appeal, **you** must write and tell Tower Insurance Company Limited and **your solicitor** no later than:

- 14 days before the time for making an appeal ends; or
- as soon as possible if the time period during which **you** may make an appeal is 14 days or less.

We will cover **your legal expenses** for the appeal if **we**, and **your, solicitor** agree that it is more likely than not that **your** appeal will succeed.

B. Reasonable prospect of success

We will try to recover **your uninsured losses** or pay **your legal expenses** provided **we**, and **your, solicitor** are of the view that it is more likely than not that **your** claim or the **legal proceedings** will mean **you** receive money by way of compensation.

If at any time **we**, or **your, solicitor** think that **your** claim or the **legal proceedings** do not have a reasonable prospect of success, Tower Insurance Company Limited will confirm this in writing to **you**. **We** will tell **you** that **we** will not take any more action or pay any more **legal expenses**, without **our** written agreement, from 28 days after **you** receive the notice.

You have a right to continue the claim or **legal proceedings** but this will be at **your** own expense.

C. Representation

When **you** have told Tower Insurance Company Limited about a claim **we** may:

- investigate the claim; and
- attempt to achieve a fair settlement, using a **solicitor** if **we** think it is necessary.

You have the right to choose a **solicitor** to act as **your** representative. If **you** exercise **your** right to choose a **solicitor** **you** must not agree charges without **our** consent. **We** will appoint the **solicitor** upon **our** standard terms to act in **your** name and for **your** benefit.

We, or **you**, may refer any disagreement about **your** choice of the **solicitor** to arbitration under the arbitration condition of this section.

D. Legal expenses

The amount of **legal expenses** **we** will pay will be assessed under the same principles as applied by the courts when assessing costs to be paid by one person to another on the standard basis in the relevant jurisdiction.

- These are defined in the Rules of the High Court of Justice of the Isle of Man 2009 Part 11

- In England and Wales under Order 62 of the Rules of the Supreme Court (from time to time), under Order 38 of the County Courts Act 1984 and under the Civil Procedures Rules 1998.
- If the claim falls under the law of Scotland, the claims for costs and expenses will be restricted to amounts allowed in Sheriff Court defended actions under Chapter II (in Ordinary proceedings) or under Chapter IV (in Summary Cause proceedings) of the Act of Sederunt (Fees of Solicitors in the Sheriff Court) (Amendment and Further Provisions) 1993.

You or **your solicitor** must send all accounts for **legal expenses** to **us** as soon as possible after **you** receive them.

We may ask **your solicitor** to have the **legal expenses** assessed (detailed or summary), taxed or audited.

The **legal expenses** that **we** will pay will not be affected by any agreement, or promise made by **you** to any **solicitor** or other person unless **we** have approved it in writing.

E. Settlement offers

You must tell Tower Insurance Company Limited as soon as possible of any offer to settle the claim (this includes any payment into court).

You or **your solicitor** must not accept or make any offer to settle the claim if this would mean **we** have to pay **legal expenses**, unless **you** have **our** agreement. **We** will not withhold **our** agreement unreasonably.

If **we** or **your solicitor** are of the view that any offer to settle the claim should be accepted, but **you** do not accept such offer and the amount of the offer is equal to or greater than the total damages which **you** are eventually awarded, **we** will not pay for any further **legal expenses** from the date of the offer.

F. Options to pay

We may decide to pay **your** claim for compensation instead of continuing **your** claim or **legal proceedings**.

G. Conflict of interest

If at any time during the course of the claim, **we** become aware of any possible conflict of interest, **we** will:

- tell **you** about it in writing; and
- give **you** the right to choose a **solicitor**.

H. Arbitration

You have the right to refer any disagreement **you** have with **us** to arbitration. **We** also have the same right.

The arbitrator will be a **solicitor** or barrister **we** and **you** agree on. If **we** and **you** cannot agree, the President of a suitable lawyers' organisation will be asked to choose one. Whoever loses the arbitration will pay all the costs and expenses of the arbitration. If the arbitrator decides in **our** favour, **you** cannot recover the costs of the arbitration under this section.

We will write to **you** telling **you** of this right if **we** disagree about anything. **You** must write and tell **us** if **you** want to take up this option.

Using the arbitration procedure does not prevent **you** from referring the matter to the Financial Ombudsman Service or the right to appeal against the arbitrator's decision in a court of law.

Section 10

Replacement Locks/Keys

A claim under this section will effect your No Claims Discount – See **Section 4**.

What we cover

Comprehensive cover – If your keys and/or lock transmitter of your vehicle are **lost or stolen**, we will pay towards the cost of replacing:

1. The door locks including boot lock;
2. The ignition and steering locks;
3. The lock transmitter and central locking interface;
4. Re-coding or is necessary replacing the alarm system.

Cover under the section is provided on the basis that you can establish, to our satisfaction, that the location of your vehicle is known to any person who is in possession of the **lost or stolen** keys and/or lock transmitter:

Third Party Fire & Theft cover – If your keys and/or lock transmitter of your vehicle are **stolen**, we will pay towards the cost of replacing:

1. The door locks including boot lock;
2. The ignition and steering locks;
3. The lock transmitter and central locking interface;
4. Re-coding or is necessary replacing the alarm system.

Cover under the section is provided on the basis that you can establish, to our satisfaction, that the location of your vehicle is known to any person who is in possession of the **stolen** keys and/or lock transmitter:

What we do not cover

Any **excess** applicable to the **motor vehicle**

Any **excess** applicable to the **motor vehicle Loss** of your keys and/or lock transmitter

Important – Loss or Theft of keys and/or lock transmitter should be reported to the police and the crime report reference provided to Insurers.

How we will settle a claim under sections 1, 2 and 3

A. The maximum amounts we will cover

We will provide cover up to the following amounts.

1. For **your car**, either;
 - a) the **market value**; or
 - b) the cost of a replacement new car (**Section 1A ii**).
 2. For **in-car equipment** – if the equipment has been fitted as standard by **your car's** manufacturer, **we** consider it to be part of **your car** and so no separate limit applies. Otherwise, **we** will pay up to £750.
 3. For **your car's accessories** and spare parts – the manufacturer's last published retail price. **We** will also provide cover for any child safety seats which are fitted to **your car** at the time of an incident, even if there is no apparent damage.
 4. For any trailer – the amount shown on **your schedule**.
 5. For emergency accommodation and transportation up to £500 for **you** and any passengers.
- If **your car** is lost and never found, or if in **our** view, it cannot be repaired for a reasonable cost, **we** will pay either:
 - a) the **market value**; or
 - b) the cost of a replacement new car (**Section 1 ii**).
 - **We** will deal with a claim for loss or damage to a trailer in the same way, as long as cover for the trailer is shown on **your schedule**.

2. In-car equipment, the windscreen, windows and glass sunroof

If the **in-car equipment**, windscreen, windows or glass sunroof are lost or damaged, **we** will:

- pay for the damage to be repaired (if repairs can be made for a reasonable cost); or
- if repairs cannot be made for a reasonable cost, or if the item is lost and never found, **we** will arrange replacement with property of similar quality and value.

3. Courtesy Car

If a **courtesy car** is lost or damaged, **we** will settle the claim with the repairer or **courtesy car** supplier under the terms of **your policy** and under any agreement **you** have with the repairer, hire car supplier or **us** relating to the **courtesy car**.

Any claim for loss or damage to a **loan car** will affect **your no claim discount** as if **you** were claiming for loss or damage to **your car**. Any **excess** which would apply to **your car** if **you** had comprehensive cover will also apply to a **courtesy car**.

B. How we will settle your claim

If the loss or damage is covered under **your policy**, **we** will settle **your** claim as explained below.

1. Your car and trailer

If **your car** is lost or damaged **we**:

- may choose to repair the damage or pay the amount of loss or damage. **We** may decide to use suitable parts or **accessories** which are not supplied by the original manufacturer.

C. Hiring and other agreements

If **we** know **you** are paying for **your car** by hire purchase or under a leasing agreement then **we** will do either of the following:

- If **we** are paying the cost of replacing the **car**, **we** will pay the proceeds of the claim to the company to which **you** are liable under the hire purchase agreement or from which **you** are leasing **your car**. If **you** owe under the hire purchase or lease agreement an amount less than the proceeds of **your** claim, **we** will pay **you** the difference
- If **we** replace the **car**, **we** must have the permission of the company from which **you** are buying or leasing **your car** to do so.

What to do after an accident

What to do immediately after the accident

1. People are more important than property, so your first priority should be to check whether anyone is injured and look after them. Call for medical help if necessary.
2. If anyone is injured, you must show your certificate of motor insurance to the police or to anyone who has a good reason for seeing it. If you can't do this at the scene, you must report the accident to the police within 24 hours and produce your certificate of motor insurance then.
3. If your car or anything in it is stolen, you should report the incident to the police as soon as possible.
4. Always stop if you are involved in an accident and exchange:
 - names and addresses (including those of any witnesses);
 - details of insurance companies (including policy numbers if known); and
 - vehicle registration numbers.
5. Do not admit you are to blame or offer any payment. It could make it more difficult for us to handle your claim and may affect your rights.
6. Draw a diagram of the accident scene. This should include:
 - the position of the cars before and after the accident;
 - the road layout;
 - any obstructions to your or other road users' vision;
- If you have a camera, take photographs showing the layout of the scene and positions of the vehicles from various angles;
- the position of any witnesses; and
- anything else which could be relevant to the cause of the accident (for example speeds and distances involved, and weather conditions).
7. If you receive any letters or documents about the accident, please do not answer them and forward them in to us as soon as possible.
8. Remember that Blackford & Company Insurance Brokers Limited are there to help you if you need to make a claim.

Notifying a claim to Blackford & Co

You should initially notify us of your claim by phone if your car is stolen or damaged following an incident which is insured under your policy.

Telephone our Claims Team on **01624 832042**

Our team of experts will move into top gear to get you back on the road, or get repairs done as quickly as possible. If we decide that we need an Accident or Theft Report form we will send one which you should complete and return to us as soon as possible.

Ideally when you call you will provide:

- Name, address and contact phone number(s) for you, and the driver of your car if different. We will ask for information about convictions so please have any driving licence(s) ready when you call.
- Personal details necessary to confirm your identity.
- Your policy number.
- Information about your car and any damage it sustained.

- Details of the accident or claim circumstances (when, where and how it happened).
- Details of any witnesses and the Police or any other emergency service that was called.
- Details of the other party or parties involved, including information about damage to their car or property and any injuries that anybody might have sustained.
- Where appropriate, your thoughts on who was to blame for the accident.

We may also request additional information (e.g. a sketch plan). Sometimes we may wish to meet with you or undertake further investigations, but we will advise you about that when you call to report the incident. Claims conditions require you to provide us with any reasonable assistance or evidence that we require.

Car repairs

We take pride in the claims service we offer to our customers. Where your policy provides cover for damage to your car we have a network of recommended repairers who will collect and redeliver your car. Where provided for under your policy, they will also provide a courtesy car to keep you mobile. The repair process will commence immediately your car arrives on their premises. To ensure there is no effect on any existing warranty you may have they provide a lifetime guarantee on all repairs.

Where you choose not to use one of our recommended repairers we will arrange for your damaged car to be examined by a motor engineers to agree the repair cost with your nominated repairer. The inspection should happen within 2 working days of you providing repair details to us.

If your car is stolen or not fit to drive

If you have comprehensive or third party fire and theft cover, we will arrange for you to have a hire car for up to 48 hours straight after the incident. We will pay for this.

If you have comprehensive cover and your car is at one of our recommended repairers, they will give you a courtesy car while yours is being repaired. We will pay for this. However, you will not get a courtesy car if you have third party fire and theft or third party only cover, if your car is stolen and not recovered or if your car is damaged beyond economical repair.

If your car is damaged but roadworthy

Our recommended repairers have been carefully selected to give you a fast, reliable and professional service. By using them you will also benefit from:

- our authority to start repairs as long as your car is economical to repair;
- collection and return of your car;
- cleaning of your car before it is returned to you; and
- a lifetime guarantee on all repairs.

We will pay for the above benefits.

If you have comprehensive cover and your car is at one of our recommended repairers, they will give you a courtesy car while yours is being repaired. We will pay for this. However, you will not get a courtesy car if you have third party fire and theft or third party only cover, and your car is damaged beyond economical repair.

If you choose any other vehicle repairer, it will not affect your right to claim. However, we may not be able to arrange any of the above benefits or automatically insure any replacement car for you.

If you have uninsured losses

Even if a claim is covered under your policy, you could still be out of pocket for expenses such as:

- your policy excess;
- the cost of alternative transport; and
- loss of earnings.

If Section 9 'Lawcare' is listed in your schedule, contact Blackford & Company Insurance Brokers Limited. We will make all reasonable efforts on your behalf to get back uninsured losses following an accident which is not your fault.

If you need legal advice

If you need legal advice, we offer a free legal advice service. You will have to pay for the cost of the call. Our team of qualified legal advisers can give you free, confidential advice on motoring matters.

Here are some examples of the help they can give you.

- They can provide legal advice after an accident. For example, if you do not have our Lawcare cover then they can advise you on what to do if you want to make a claim against another person. However they will not contact other people, make claims or carry out legal proceedings on your behalf - you need our Lawcare cover for that.
- They can provide legal advice on consumer issues which relate to motoring. For example, they can tell you about your rights if you are unhappy with a car which you have bought.
- They can provide you with legal advice if you are facing prosecution for driving or parking offences.

This service is confidential, and you can stay anonymous if you want.

To use it, call 01455 255116 and ask to speak to a legal adviser. Please quote code 70025, together with the renewal date on your current certificate of motor insurance.

If you need someone to talk to

If you need someone to talk to after an accident, we offer a free counselling service. You will have to pay for the cost of the call. This is available for you and members of your immediate family and is for motoring matters only. Our experienced, qualified counsellors can help you when you need it most. Here are some examples of the help they can give you.

- They can help you come to terms with trauma after an accident.
- They can help you come to terms with injuries, disability and bereavement.
- They can offer you victim support (for example, if your car is stolen).
- They can even offer counselling for stress which has been caused by motoring.

This service is confidential, and you can stay anonymous if you want.

To use it, call 01455 255116 and ask to speak to a counsellor. Please quote code 70025, together with the renewal date on your current certificate of motor insurance.

What you should do if you want to take your car abroad

Important guidelines when travelling abroad

See also **Section 3D Foreign use** on page 25.

Your policy provides free foreign use cover for countries defined in the **territorial limits**.

If the length of any visit is greater than 120 days, **you** must tell **us** before **you** take **your car** abroad. **You** will have to pay an extra premium to extend **your** cover.

As it is no longer necessary for a Green Card to be issued for a visit to any of the countries defined in the territorial limits, we no longer issue them. **We** will not provide cover for any countries outside of the territorial limits.

Your policy also provides cover during the **period of insurance**, under **Section 2 Legal liability to others, D. Cover Abroad**, while **your car** is in a country defined by that Section. This will only provide cover for Third Party personal injury and limited Third Party property damage caused by **you** or any insured driver whilst using or driving **your car**.

Take the following insurance documents when **you** travel abroad:

1. **Your certificate of motor insurance.**
2. The European accident statement.
Please go to www.manxcover.com

In addition, check the requirements for using a vehicle in the countries **you** are visiting. These can be obtained from the Foreign and Commonwealth Office. (www.fco.gov.uk)

You may also find it helpful to have this **policy** booklet with **you** for the advice and information given below.

If **you** have an accident abroad, follow the procedure below.

1. Report the accident to the police if anybody involved in the incident is injured or if there is a disagreement with the other driver. Get details of the police team that attended the scene or who the accident was reported to.
2. Give **your** name and address, and **our** name and address to the other party and produce **your certificate of motor insurance**.
3. Get the name and address of the other driver; details of their motor insurer (including policy number) and information about the registration and ownership of the other vehicles involved.
4. Call **our** Claims Team as soon as possible.
5. Never make any statement or sign any document (other than the European accident statement) without the advice of a lawyer or competent official. Do not sign the European accident statement, particularly if written in a foreign language, before **you** are certain that **you** understand and agree with every word.
6. If **you** have a camera, take photographs showing the layout of the scene and positions of the vehicles from various angles.

7. Use **your** European accident statement (the various linguistic editions of this form are identical throughout Europe) and be sure to get the following details:

- The make, registration number and colour of the other vehicle and whether it is right or left-hand drive. If the Third party vehicle is a lorry obtain the number of both the cab and trailer units. In some countries these have different registration numbers
- The full names, addresses and occupations of independent witnesses.
- The date, time and exact place of the accident.
- The speeds of **your** own and the other vehicle.
- Signals given by **you** and the other driver.
- Weather and road conditions.
- Names and addresses of people injured and details of those injuries.
- Details of damage to **your** own and other vehicles.

If **you** do not have a European accident statement, collect the following information:

1. Date, time and place of the accident
2. Other vehicle's details
3. Registration number
4. Country of registration
5. Policy number of the insurance
6. Green card number
7. Name and address of the insurer
8. Surname, first name and address of the driver
9. Accident circumstances including details of damage to vehicles and injuries to any people involved
10. Sketch the scene and the position of the vehicles (include road markings where possible)

Complaints Procedure

At Blackford & Co, we aim to provide insurance cover and service of the highest standards. However we accept that things can go wrong and would rather be told about any difficulties than have a dissatisfied client.

If you are dissatisfied with any aspect of your insurance, you must in the first instance contact Blackford & Co at the following address;

The Complaints Department
Blackford & Company Insurance Brokers Limited
The Old bank
19 Station Road
Port Erin
Isle of Man
IM9 6AE

This will allow us to assess the situation and to make sure the appropriate representations have been made on your behalf.

In the event you are unable to obtain a satisfactory resolution from Blackford & Co, please follow the next steps in escalating your complaint.

In all correspondence please provide your full name and address and your policy number or claims number (if known) as this will help to resolve matters as quickly as possible.

Complaints Procedure

Please write to:

The Complaints Department, Tower Insurance Company Limited, Jubilee Buildings, 1 Victoria Street, Douglas, Isle of Man, IM99 1BF (tel: 01 624 645900)

In the event that you remain dissatisfied and wish to make a complaint in respect of the handling of your insurance by your insurer you can contact:

Financial Services Ombudsman, c/o Office of Fair Trading, Thie Slieau Whallian, Foxdale Road, St Johns, Isle of Man, British Isles, IM4 3AS.
Telephone number 01 624 686500

Any decision made by either body is only binding in the insurer/insurance broker as appropriate, and you remain free to take action in the courts should you choose to.

These arrangements for the handling of complaints are entirely without prejudice to your legal rights and you are free at any time to seek legal advice and take legal action.

How we use your Information

Please read the following carefully as it contains important information relating to the details that you have given us. You should show this notice to any other party related to this insurance.

Who we are

This product is underwritten by Tower Insurance Company Limited.

You are giving your information to Blackford & Co and or Tower Insurance Company Limited. In this information statement, 'we' 'us' and 'our' refers to the Group unless otherwise stated.

How your information will be used and who we share it with

Your information comprises of all the details we hold about you and your transactions and includes information obtained from third parties.

If you contact us electronically, we may collect your electronic information identifier e.g. Internet Protocol (IP) address or telephone number supplied by your service provider.

We may use and share your information to:

- Assess financial and insurance risks;
- Recover debt;
- Prevent and detect crime;
- Develop our services, systems and relationships with you;
- Understand our customers' requirements;
- Develop and test products and services.

We do not disclose your information to anyone outside except:

- Where we have your permission; or
- Where we are required or permitted to do so by law; or
- To credit reference and fraud prevention agencies and other companies that provide a service to us, our partners or you; or
- Where we may transfer rights and obligations under this agreement.

We may transfer your information to other countries on the basis that anyone we pass it to, provides an adequate level of protection. In such cases, Blackford & Co will ensure it is kept securely and used only for the purpose for which you provided it. Details of the companies and countries involved can be provided on request.

From time to time we may change the way we use your information. Where we believe you may not reasonably expect such a change we shall write to you. If you do not object, you will consent to that change.

We will not keep your information for longer than is necessary.

Sensitive Information

Some of the information we ask you for may be sensitive personal data, as defined by the Data Protection Act 2002 (such as information about health or criminal convictions). We will not use such sensitive personal data about you or others except for the specific purpose for which you provide it and to carry out the services described in your policy documents. Please ensure that you only provide us with sensitive information about other people with their agreement.

Fraud prevention agencies

If false or inaccurate information is provided and fraud is identified or suspected, details may be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

We and other organisations may also access and use this information to prevent fraud and money laundering, for example when:

- Checking details on applications for credit and credit related or other facilities;
- Recovering debt;
- Checking details on proposals and claims for all types of insurance;
- Checking details of job applicants and employees.

Please contact the Data Protection Liaison Officer at the address below if you want to receive details of the relevant fraud prevention agencies.

We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

Claims History

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

Under the conditions of your policy, you must tell us about any incident (such as an accident, fire, theft or malicious damage) 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.

How to contact us

You are entitled to receive a copy of the information we hold about you. If you have any questions, or you would like to find out more about this notice you can write to: Data Protection Officer, Blackford & Co, The Old Bank, 19 Station Road, Port Erin, IM9 6AE

Motor Insurance Database

Information relating to motor insurance policies will be added to the Motor Insurance Database (MID) managed by the Motor Insurers' Bureau (MIB). MID and the data stored on it may be used by Insurers, the Police, DVLA/DVANI, the Insurance Fraud Bureau or other bodies permitted by law for purposes including, but not limited to:

- Electronic Vehicle Licensing;
- Continuous Insurance Enforcement;
- Law enforcement (prevention, detection, apprehension and or prosecution of offenders);
- Obtaining information if you are involved in a road traffic accident (either in the UK, the EEA or certain other territories).

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

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

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

Data Protection Notice

This data protection notice explains how we may use your details. It tells you about the registers and databases that we and others have in place, which help to detect and prevent fraudulent applications and claims and must be shown to any party related to this insurance.

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

Subject to the provisions of the Data Protection Act 2002, you are entitled to receive a copy of the information we hold about you. Please be aware you may be charged a fee. Such requests should be made to;

The Data Protection Officer
 Blackford & Company Insurance Brokers Limited
 The Old Bank
 19 Station Road
 Port Erin
 Isle of Man
 IM9 6AE

Any information you give to us will be used by Blackford & Co and we may also share this information with other group companies.

For more information on the Data Protection Act you may also write to;

Isle of Man Information Commissioner
PO Box 69
Douglas
Isle of Man
IM99 1EQ

Tel: 01624 693260
Email: ask@inforights.im



MANXCOVER

Registered office:
Blackford & Company
The Old Bank
19, Station Road,
Port Erin
Isle of Man IM9 6AE
Tel: 01624 832042
www.manxcover.com

MANXCOVER is a trading name of Blackford & Company Insurance Brokers Ltd who are registered with the Isle of Man Financial Services Authority as an insurance intermediary in respect of general business.

Underwritten by:
Tower Insurance Company Ltd Registered in the Isle of Man No. 521
Registered office: Jubilee Buildings, 1 Victoria Street, Douglas, Isle of Man, IM99 1BF
Authorised and regulated by the Isle of Man Financial Services Authority.
Member of the Isle of Man Financial Services Ombudman Bureau.
Tower Insurance Company Ltd is a member of the RSA Group of Companies