

MANXCOVER

Van
Insurance
Policy Booklet

Your Van 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 van 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 van;
- giving us false information about who is the registered keeper or owner of your van;
- giving us false information about the main user of your van; 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 van 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 van 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 Van 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 van 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.

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What you should do in the event of an accident or theft

Naturally, we hope you don't have an accident, but if you do, you may find the following advice useful:

- 1) People are more important than property and your first priority should be to check whether anybody is injured and attend to them, seeking medical help if necessary.
- 2) Always stop if you are involved in an accident and exchange the following information:
 - Names and addresses (including those of any eye witnesses)
 - Insurance companies and addresses (including policy numbers if known)
 - Vehicle registration numbers.
- 3) Do not admit you are to blame or offer any payment.
- 4) Draw a diagram of the accident scene. This should include the position of the vehicles before, and after the accident, the road layout, any obstructions to your or other road users' vision, the position of any witnesses and anything else which could be relevant to the cause of the accident e.g. speeds and distances involved, or the weather conditions.
- 5) IF ANYONE IS INJURED you must produce your Motor Insurance Certificate to the police or to anyone who has reasonable grounds for requiring it. If you can't do this at the scene of the accident you must produce it and report the accident to the police within 24 hours.
- 6) Contact Blackford & Co claims department on 01624 832042.

- 7) If you receive any letters or documents about the accident, please send them unanswered to Blackford and Company Insurance Brokers Limited.
- 8) In the event of theft of your van, you must report the incident to the Police and obtain a crime reference number as soon as possible and phone Blackford and Company Insurance Brokers Limited.

What our Claims Helpline and Priority Repairers have to offer

In an emergency...

If your van is either stolen, or +immobilised/unroadworthy due to an accident, fire, attempted theft or vandalism, within the UK or IOM, in order to provide practical help when you need it most we will arrange a 48hr Replacement Vehicle:

+By immobilised/unroadworthy we mean: Incapable of movement or illegal to use on a Public Highway due to the vehicle's damaged condition.

If your van is still driveable...

Our Claims Service Team will provide advice and assistance to help you get your van back on the road as quickly as possible and repaired to your complete satisfaction using a Blackfords Manxcover priority repairer:

The benefits of the Priority Repairer Scheme are:

- In the event of a claim you simply call our Claims Service Team
- No need to obtain estimates
- You will be contacted by the Priority Repairer to arrange an appointment for your van to be repaired

- Your van can be collected/delivered to your home/business address free of charge
- The repairs will be completed quickly and to a high standard which includes a lifetime guarantee for all body/paintwork
- Your van will be returned to you in a clean and tidy condition.

In the event of a claim, please call Blackford & Co 01624 832042.

How to use the Blackfords MANXCOVER windscreen repair/replacement service

A shattered windscreen can be both inconvenient and expensive to replace. Therefore we have negotiated a priority service with a glass replacement provider for customers who have chosen COMPREHENSIVE cover. A glass replacement provider will repair or replace your windscreen anywhere in the UK or IOM.

In the event of a claim, please call one of the numbers on page 4 of the booklet, depending if you are in the UK or Isle of Man.

If you have any problems, please call Blackford & Co on 01624 832042.

Windscreen excesses are shown in your Schedule. You will be responsible for the excess and VAT (if you are registered), all other costs will be charged direct to us.

Whether your windscreen is replaced or repaired it will not affect your hard-earned No Claim Discount.

Please remember to produce your current Motor Insurance Certificate to the glass replacement provider:

How to make your van more secure

With vehicle crime escalating, even in more rural areas, it has become increasingly important to protect your vehicle.

We have therefore compiled a list of simple measures which you can take to reduce the risk of vehicle crime:

- Always lock your van doors and shut the windows whenever you leave your van, even if it is on your own driveway or in your garage. Don't forget to lock your garage as well. A few seconds is all it takes for a thief to steal your van.
- Always take care where you park. If you have a garage at home – use it. When you are away from home try to use secure car parks. If this isn't possible, avoid leaving it in back streets or quiet areas because these are ideal working conditions for a thief. If you have to leave your van outside at night always try and park it in a well lit and busy area.
- Don't leave items in view when you leave your van unattended. Always keep them away out of sight e.g. in a glove compartment or under a seat. Even when you are in the van consider these precautions as it has been known for thieves to reach through passenger windows to steal items when the van is stationary. If you have a removable radio don't forget to take it with you when you leave your vehicle. If the radio is permanently fixed consider getting it security coded.
- Don't forget to remove all keys from your vehicle. Never leave your key in the ignition when the van is unoccupied e.g. at a petrol station, even if it is only for a few seconds.

- Many vehicles are stolen after the keys have been stolen. Avoid leaving your jacket or coat unattended with your keys in the pocket, even for a few seconds. Avoid leaving your keys in your business premises or in the home where they could easily be seen by an intruder or where they could be stolen through your letterbox.
- Consider fitting even the most basic physical security measures e.g. a steering wheel or handbrake locking device will deter thieves. Better still consider fitting an engine immobilisation system, alarm system or both.

While the above won't necessarily prevent theft, it will reduce the chance of it happening to you.

What to do if you are taking your van abroad

This policy provides free foreign cover which satisfies the legal minimum requirement for liabilities to Third Parties when visiting the following destinations:

All EU countries and in Liechtenstein, Norway, Croatia, Iceland, Switzerland and Andorra.

If the length of any visit is greater than 120 days, you must tell us before you take your vehicle abroad. You may 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.

If your journey only involves travel to the Republic of Ireland, your policy cover applies in full.

You should take with you your Certificate of Insurance, copy of your Policy and current Schedule. In addition, you should contact Blackford and Company Insurance Brokers Limited to request a European Accident Statement.

If you have an accident while abroad contact Blackford & Co Claims Team on 01624 832042.

Legal Expenses

Even the most experienced driver can be involved in an accident. Unfortunately accidents can be both costly and particularly frustrating if they are not your fault and even if you are blameless you could still be out of pocket for costs such as:

- Your policy excess
- Cost of van hire or alternative transport
- Loss of earnings
- Compensation for personal injury
- Temporary loss of use of your van and other inconvenience.

As a further service to our customers, Blackford and Company Insurance Brokers Limited offer a service in which will make all reasonable efforts on your behalf to recover the above expenses following a motor accident which is not your fault. The legal costs involved in pursuing such a claim are covered up to £50,000.

With Legal you also have immediate and confidential access by phone to a team of legal consultants who will give you advice and guidance on any motor-related legal matter. Please call the Legal Assistance helpline on 01455 251500.

Legal is available to all our Blackfords Manxcover Van customers

What you should do when circumstances change

If you change your van

If you change your van 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 van (for example, its make and model, registration number and engine size). They will also need to know whether the van is registered or owned in another person's name and if it has been modified.

Whenever you get a new van, 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 van. 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 need to use your van 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 van or change your van for another one;
- if there is a change in use of your van (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 van changes;
- if the registered keeper or owner of your van changes;
- if the place where your van is usually kept changes;
- if any modifications are made to your van (e.g. any changes which may affect your van'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 5 on Page 28 for more details.

Definitions

Audio, Visual, Navigation and Communication Equipment

Permanently fitted in or designed solely for use in the Motor Vehicle:

- A) radio, cassette, compact disc or other audio equipment
- B) telephone or other communication equipment
- C) television or other visual entertainment equipment
- D) visual navigation equipment

Accessories

Additional supplementary parts of the Motor Vehicle not related to its function as a vehicle including Audio, Visual, Navigation and Communication Equipment

British Isles

- A) Great Britain
- B) Northern Ireland
- C) the Isle of Man
- D) the Channel Islands
- E) transit by water, rail or air within or between any of these territories, provided this transit is by a commercial carrier

Cause of Action

The occurrence of an event during the Period of Insurance within the Territorial Limits and which causes:

- A) accidental loss of or accidental damage to the Motor Vehicle or an attached Trailer

- B) accidental bodily injury to a Permitted User while:

- (i) in the Motor Vehicle or
- (ii) getting into or out of the Motor Vehicle

Where there is a series or continuance of events, the relevant date of the **Cause of Action** will be that of the first event

Certificate of Insurance

The document which provides evidence that an insurance contract is in force which satisfies the requirements of the Road Traffic Acts

Your Certificate of Insurance:

- A) has the same number as Your Policy
- B) shows who may drive the Motor Vehicle
- C) shows the uses to which the Motor Vehicle can be put
- D) shows the uses to which the Motor Vehicle cannot be put

Court of Summary Jurisdiction

A Magistrates Court or a court of equivalent jurisdiction in the Territorial Limits

Current List Price

The cost (including taxes and delivery) of replacing the Motor Vehicle with a new vehicle of the same make and model as advertised by the manufacturer

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

Emergency Assistance

Emergency assistance provided by us with a local Company

Emergency Treatment Fees

Payment for charges prescribed by the Road Traffic Acts for emergency medical assistance following a road traffic accident involving a van which We cover

Endorsement

An amendment to Your Policy

Excess

The amounts shown in Your Schedule or policy booklet which You pay for any one incident resulting in a claim

Immobilised

Your Motor Vehicle cannot be driven, or is regarded as unsafe or unfit to be used on a public highway, as a result of an accident

Legal Expenses

- A) Legal fees and
- B) other expenses

reasonably and properly incurred by a Permitted User in connection with Legal Proceedings including:

- (i) payments made by the Legal Personal Representative on the Permitted User's behalf

- (ii) costs which the Permitted User is required to pay by the order of a court, tribunal, arbitrator or by agreement with our third party service provider

Legal Personal Representative

The solicitor/advocate or other appropriately qualified person or firm appointed to act for a Permitted User

Legal Proceedings

- A) Civil
- B) tribunal and
- C) arbitration

proceedings and any resulting appeals issued within the Territorial Limits arising out of a Cause of Action

Licence Holder

A person who:

- A) holds a licence to drive the Motor Vehicle or
- B) has previously held a licence to drive the Motor Vehicle and is not presently disqualified from obtaining another licence

Market Value

The cost of replacing the Motor Vehicle with a Motor Vehicle of the same:

- A) make, model and
- B) pre-loss or damage condition, specification, mileage and age

The cost of replacing the Audio, Visual, Navigation and Communication Equipment with Audio, Visual, Navigation and Communication Equipment of the same:

- A) make, model and

- B) pre-loss or damage condition, specification and age

Motor Vehicle

The vehicles shown:

- A) against Description of Vehicles in Your Certificate of 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 'van' on its own We refer to any van including the Motor Vehicle

No Claim Discount

A discount from Your premium in return for not making or not having made a claim

No Claim Discount Protection

Cover against loss of Your No Claim Discount

Period of Insurance

- A) The duration of Your Policy, as shown on Your Certificate of Insurance and
- B) any following period, but only if We accept Your renewal premium

Permitted Driver

Any person who:

- A) is shown on Your Certificate of Insurance as being entitled to drive the Motor Vehicle and
- B) has Your permission to drive the Motor Vehicle

Permitted User

- A) You
- B) a Permitted Driver
- C) any passenger whom You or a Permitted Driver have authorised to be in the Motor Vehicle
- D) any person who is using but not driving the Motor Vehicle with Your permission

Policy

The documents consisting of:

- A) Statement of Fact
- B) this policy book
- C) Your Schedule
- D) Your Certificate of Insurance and
- E) any Endorsements
- F) Summary of Cover/Key Facts

Replacement Vehicle

Any motor vehicle supplied to You by Our Replacement Vehicle Supplier following loss or damage to the Motor Vehicle

Replacement Vehicle Supplier

Any third party service provider with whom We agree to supply a Replacement Vehicle

Road Traffic Act

Legislation which includes details of the minimum cover for which motor insurance is required in the British Isles

Schedule

The document which describes:

- A) You

- B) Permitted Drivers
- C) any details of Your Policy that are specific to You

Statement of Fact

The document which provides details of:

- A) You
- B) other Permitted Drivers
- C) all material information relevant to the cover which You have requested
- D) assumptions We have made about material information. If these are incorrect You must inform Us.

Territorial Limits

- A) The British Isles
- B) The Republic of Ireland
- C) transit by water, rail or air within or between any of these territories provided this transit is by a commercial carrier

Terrorism

Acts of persons 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 other government de jure or de facto

Theft

- A) Theft
- B) attempted theft
- C) the taking away of the Motor Vehicle without Your consent or the Owner's consent

Tools

Hand tools belonging to You or Your employees or for which You are legally responsible and used in connection with Your business

Trailer

A trailer which is properly constructed to be towed by a Motor Vehicle, which is of a size appropriate for the capacity of the Motor Vehicle and which is used for the carriage of goods. Any plant permanently attached to a trailer shall be regarded as part of that trailer

Vehicle Keys

Any device used for starting Your Motor Vehicle or using its locks or immobiliser

We, Us, Our, Insurer

Tower Insurance Ltd

You, Your, Policyholder, Insured

Whoever is named as the Policyholder in:

- A) Your Schedule and
- B) Your Certificate of Insurance

Section I – Loss of or Damage to the Motor Vehicle

A Comprehensive Cover

This cover only applies if Your Schedule shows that comprehensive cover is in force

What We Cover

We cover loss of or damage to:

- A) the Motor Vehicle
- B) a Trailer if specified in Your Schedule
- C) the windscreen including windows of the Motor Vehicle

Maximum Amounts For Which We Provide Cover

In respect of the Motor Vehicle We provide cover up to the following maximum amounts:

- A) the Market Value

In respect of Audio, Visual, Navigation and Communication Equipment We provide cover up to

- A) the Market Value for equipment fitted by the manufacturer as part of the vehicle's original specification at first registration
- or
- B) £750 or any higher amount shown in Your Schedule, whichever is the lower of these A or B for equipment not fitted by the manufacturer as part of the vehicle's original specification at first registration

Claim Settlement

Provided the loss or damage is covered under Your Policy, We will settle Your claim as explained below, subject to any Policy limits and any applicable Excess:

The Motor Vehicle

Following loss of or damage to the Motor Vehicle We will:

- (i) authorise repair or pay for repair to the damage where repair can be economically made Where We have offered repair but You prefer a cash settlement, We will pay You an amount equal to the amount which We would have paid had the repair been made
- (ii) where the Motor Vehicle is lost and not recovered or where repair cannot be economically made, We will pay the cost of replacing the Motor Vehicle with a van of the same Market Value

B Cover for fire and theft

This cover applies if Your Schedule shows that third party fire & theft cover is in force

What We Cover

We cover loss or damage caused by fire, lightning, explosion and Theft to:

- A) the Motor Vehicle
- B) a Trailer if specified in Your Schedule
- C) the windscreen including windows of the Motor Vehicle

Maximum Amounts For Which We Provide Cover

In respect of the Motor Vehicle We provide cover up to the following maximum amounts:

- A) the Market Value

Claim Settlement

See 'claim settlement' under Part A comprehensive cover of this Section

B Extension of Cover

While the **Motor Vehicle** is in the custody of a **Defined Organisation** the following Exclusions and Endorsements do not apply:

- A) Exclusions 1 and 2 of this Section
- B) Section 6 - 'Exclusions Which Apply to Your Whole Policy' Part B Use and Driving Which We Do Not Cover; paragraphs A) and C)

D Recovery and Redelivery of the Motor Vehicle

Provided the loss or damage is covered under Your Policy, We will pay the reasonable cost of:

- A) protection of the **Motor Vehicle** and removal of the **Motor Vehicle**, if it cannot be driven, to the nearest repairer
- B) delivery of the **Motor Vehicle** after its repair or recovery to Your address in the **British Isles**

E Hiring and Other Agreements

If We know that the **Motor Vehicle** is the subject of a:

- A) hire purchase agreement or
- B) vehicle leasing agreement or
- C) other agreement

We will pay:

- (i) the person or
- (ii) the organisation

requiring payment under the terms of the agreement and their receipt of the payment will be a discharge of any claim under this Section

F New Van Cover

This cover only applies if Your Schedule shows that comprehensive cover is in force

If the **Motor Vehicle** is less than one year old from the date of the initial registration at the time when it is:

- A) totally destroyed or
- B) lost and not recovered or
- C) damaged and the cost of repair would exceed 60% of its **Current List Price** immediately before the accident

We will contribute towards the replacement of the **Motor Vehicle** with a new van of the same make and model provided that:

- (i) the **Motor Vehicle** was purchased new by You and belongs to You or is supplied to You under a hire purchase agreement and
- (ii) a new van of the same make and model is currently available for sale in the **British Isles**

The total additional amount payable above the **Motor Vehicle's Market Value** immediately prior to the loss or damage will not exceed the limit shown in Your Schedule

G Replacement Locks - See Section 11

Exclusions to Section I

Exclusion 1 Young or Inexperienced Driver Excess

In respect of each and every occurrence:

You must pay the **Excess** shown below in respect of any claim for loss or damage if the **Motor Vehicle** is being driven by or is in the charge of a person who is:

- | | |
|---|------|
| A) under 21 years of age | £300 |
| B) under 25 years but not under 21 years of age | £150 |
| C) 25 years of age or more but holds a provisional licence or has held a full licence to drive a Motor Vehicle for less than 12 months | £150 |

This Exclusion does not apply to loss or damage:

- (i) caused by fire, lightning, explosion or **Theft**
- (ii) to the windscreen including windows where this is the only damage to the **Motor Vehicle** other than scratching of bodywork resulting from the breakage

Exclusion 2 Accidental Damage Excess

You must pay the **Excess** shown in **Your Schedule** in respect of any loss of or damage to the **Motor Vehicle** under this section other than:

- A) loss or damage to the windscreen including windows where this is the only damage to the **Motor Vehicle**
- B) loss or damage caused by fire, lightning, explosion or **Theft**

Exclusion 3 Windscreen and Windows Excess

- A) The first £40 of any windscreen claim
- B) any scratching of the bodywork which is caused by the broken glass

Exclusion 4 Theft Excess

You must pay the **Excess** of £100 in respect of any claim for loss or damage caused by **Theft** under this Section other than:

- A) loss or damage to the windscreen including windows where this is the only damage to the **Motor Vehicle**
- B) loss or damage occurring within a private locked garage
- C) loss or damage occurring as a result of the **Motor Vehicle** being taken from a private locked garage

If the registration number of a **Motor Vehicle** is shown against this **Excess**, this **Endorsement** only applies to that **Motor Vehicle**

Exclusion 5 Loss or damage resulting from your car being taken, without your permission

We do not cover Loss or damage resulting from your car being taken, without **your** permission if by:

- **your** partner;
- **your** boyfriend or girlfriend;
- **your** children;
- anyone who normally lives with **you**; or
- a member of **your** family.

Exclusion 6 Trailers

We do not provide cover for loss or damage to Trailers unless the Trailer is specified in Your Schedule

Exclusion 7 Trailer Theft Excess

You must pay a £100 Excess in respect of any claim for loss or damage to a detached Trailer caused by Theft unless the loss or damage occurred as a result of the Trailer being taken from a locked garage or building

Exclusion 7 General Exclusions

A) We do not cover:

- (i) loss of value following repair
- (ii) loss of use depreciation wear and tear or mechanical electrical electronic or computer failure breakdowns or breakages
- (iii) damage to tyres caused by braking or by punctures, cuts or bursts
- (iv) loss or damage due to the theft or attempted theft of the Motor Vehicle while it is unattended and unlocked with the Vehicle Keys in or on the vehicle
- (v) loss or theft of portable satellite navigation systems when the Motor Vehicle is left unattended or unoccupied unless they are stored out of sight in a locked boot or locked glove compartment
- (vi) mobile telephones or other communication equipment not permanently fitted in nor designed solely for use in the Motor Vehicle.

- (vii) loss or damage arising in connection with the operation as a tool of such vehicle or of plant attached to or forming part of it unless otherwise shown in Your Schedule

B) We do not cover loss by deception

Section 2 – Liability to Third Parties

Sub-Section 1A Cover if You are Driving

We cover You in respect of legal liabilities which You incur in respect of:

- A) death of or bodily injury to any persons (including passengers)
- B) loss of or damage to material property up to a limit of £5 Million for any one claim or number of claims arising out of one cause
- C) stoppage of or interference with pedestrian vehicular rail air or waterborne traffic or escape or discharge of any substance or gas up to a limit of £5,000,000 any one claim or number of claims arising out of one cause

in connection with the use of the **Motor Vehicle** (including loading and unloading) or an attached **Trailer**

- D) a **Replacement Vehicle** which is being used or driven in the **British Isles** or Republic of Ireland but only where there is no other insurance in place to cover the same liability

Sub-Section 1B Cover for Legal Fees, Costs and Expenses

We cover You in respect of claims under Sub-Section 1A Cover if You are Driving for:

- A) solicitors' fees for representation at any:
 - (i) Coroner's Inquest or
 - (ii) Fatal Inquiry or
 - (iii) Court of Summary Jurisdiction

- B) the costs of defence against a charge of:
 - (i) manslaughter or
 - (ii) causing death by dangerous driving
- C) other legal fees, costs and expenses incurred with **Our** written consent

Sub-Section 2 Cover for Other People

We cover the following people for legal liabilities to others in the same way that **We** cover You under Sub-Section 1A Cover if You are Driving and Sub-Section 1B Cover for Legal Fees, Costs and Expenses

- A) any **Permitted Driver**
- B) any passenger in the **Motor Vehicle**
- C) (i) any Principal with whom You have an agreement
 - (ii) any Hirer of the **Motor Vehicle** other than under a hire purchase agreement provided that **We** shall not be liable in respect of liability arising from the act default or neglect of the Principal/Hirer his servant or agent
- D) the Legal Personal Representatives of any person entitled to indemnity under this Section in respect of liability incurred by that person

Sub-Section 3 Cover for Employees' Vehicles

We will indemnify You and no other person in the terms of Sub-Section 1A Cover if You are Driving while any **Motor Vehicle** not the property of or provided by You is being used in connection with **Your** business by any person in **Your** employ

We will not cover any liability

- A) if there is any other insurance covering the same liability
- B) for loss of or damage to the **Motor Vehicle**

Sub-Section 4 Cover in the European Union

We provide cover to satisfy the legal minimum insurance requirements of the following countries, including legal fees, costs and expenses incurred with Our written consent, while the **Motor Vehicle** or an attached **Trailer** is in any of these countries:

- A) any country which is a member of the European Union
- B) any country:
 - (i) which agrees to meet European Commission Directives on motor insurance and
 - (ii) of which the European Commission is satisfied that arrangements have been made to meet the requirements of these Directives

Sub-Section 5 Our Right to Recover Payment

If We make any payment under any part of Section 2:

- A) solely because of the requirements of any law and
- B) which We would not have paid under the terms of Your Policy if that law had not required Us to make that payment

You will be obliged to repay to Us any such payment

Extensions to Section 2

Towing

This Policy shall operate while the **Motor Vehicle** is being used for the purpose of towing

- A) one disabled mechanically-propelled vehicle
- B) any **Trailer**

Provided always that the **Vehicle** or **Trailer** being towed is not towed for reward

We do not cover:

- A) loss or damage to the towed vehicle or **Trailer** or property being conveyed by such vehicle or **Trailer**
- B) the **Motor Vehicle** to which any **Trailer** is attached if it is drawing a greater number of **Trailers** than is permitted by law

Exclusions to Section 2

We do not cover:

- A) the legal liability of any person who is driving unless that person is a **Licence Holder**
- B) the legal liability of any person other than the driver or attendant of the **Motor Vehicle** arising from loading or unloading beyond the limits of any carriageway or thoroughfare
- C) the legal liability of any person:
 - (i) who is not driving but
 - (ii) who is claiming coverif that person knows that the driver is not a **Licence Holder**
- D) the legal liability of any person other than You if that person is entitled to cover under any other insurance policy
- E) loss of or damage:
 - (i) to the **Motor Vehicle** including any van which is being driven under the terms of Sub-Section 1A Cover if You are Driving, paragraph B)
 - (ii) to any property which is owned by or in the custody of the person who is making a claim under this Section

- F) death of or bodily injury to any person arising out of that person's employment except as required by any relevant road traffic legislation
- G) any legal liability, except as required by any road traffic legislation, which arises from the use of any van which **We** cover under this Section while it is on any part of any commercial or military airport or airfield used for:
 - (i) the take-off, landing or movement of aircraft on the ground
 - (ii) aircraft parking, including any associated service roads, refuelling areas, ground equipment parking areas, aprons, maintenance areas and hangars
- H) liabilities arising out of **Trailers** detached from the **Motor Vehicle** unless the **Trailer** is specified in **Your Schedule**
- I) liabilities arising out of an attached **Trailer** if the **Motor Vehicle** is drawing a greater number of **Trailers** than is permitted by law
- J) for liabilities arising out of the use of an unspecified **Trailer** as a tool - except as required by any relevant road traffic legislation
- K) any consequence of **Terrorism** except as required by any relevant road traffic legislation
- L) unless otherwise shown in **Your Schedule** liability arising out of the operation as a tool of the **Motor Vehicle** or attached plant except as required by any relevant road traffic legislation

Section 3 Foreign Use

What we cover

If you take your van 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 van 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 van, cover for that van is restricted to the British Isles.

See also Section 2, Sub-section 4 Cover in the European Union 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 van abroad' on page 25.

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

Important guidelines when travelling abroad

See also Section 3 Foreign use on page 24.

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 van 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, Section 2, Sub-Section 4 Cover in the European Union, while your van 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 van.

Take the following insurance documents when you travel abroad:

- 13) Your certificate of motor insurance.
- 14) 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)

Section 4 – Other Clauses

A Rallies, Competitions and Trials

While any van which We cover is used in any:

- A) rally or
- B) competition or
- C) 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.

We restrict cover to those legal liabilities for which insurance is compulsory under the **Road Traffic Acts** and We provide no other cover under Your Policy

We do not apply this limitation in respect of any event organised to encourage road safety or a treasure hunt in respect of which:

- (i) the route does not exceed 100 miles and
- (ii) no merit is attached to the competitor's performance while driving except in relation to good road behaviour and compliance with the Highway Code and
- (iii) if the event includes driving tests then the driving area must not exceed 100 metres square and tests must not be timed

Section 5 – No Claim 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 or More
4+	2	0
3	1	0
2	0	0
1	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 4 years	4 claims or more in the last 4 years
4+	2	0
3	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.

Payment made for the following does not affect Your No Claim Discount entitlement:

- A) Emergency Treatment Fees
- B) breakage of glass in the windscreen including windows where this is the only damage to the Motor Vehicle

A Emergency Treatment

We cover any Permitted User for legal liability for Emergency Treatment Fees

B Cross Liabilities

If the Policyholder comprises more than one party (which in the case of a partnership includes each individual partner) We will cover each party's liability against the other as if the other was not included as a Policyholder

C Personal Effects

If Your Schedule shows comprehensive cover is in force, if personal clothing or effects are lost or destroyed by fire, theft or accident while in or on the Motor Vehicle We will pay You or if You so wish, the owner of the property in cash to the value of loss or damage up to the limit of £300 per incident

We do not cover :

- (i) Money, stamps, tickets, documents or securities
- (ii) Business stock or equipment used for business purposes
- (iii) Theft of any property from a pickup truck unless stolen from the cab of the Motor Vehicle

D Medical Expenses

If Your Schedule shows comprehensive cover is in force We will, at Your request, pay medical expenses for each occupant of the Motor Vehicle who, as a direct result of an insured incident sustains bodily injury up to the limit of £250 per injured person

E Personal Accident

If Your Schedule shows comprehensive cover is in force We will pay the following benefits to the driver of the Motor Vehicle (or the drivers Legal Personal Representative) if the driver while in or getting into or out of the Motor Vehicle sustains bodily injury by accidental external violent and visible means which independently of any other cause within three months of the accident result in

- | | |
|--|--------|
| (i) death | £5,000 |
| (ii) complete and permanent loss of sight of any eye | £5,000 |
| (iii) loss by severance of a limb at or above the wrist or ankle | £5,000 |

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.

F Tools in Transit

If **Your Schedule** shows comprehensive cover is in force, if **Tools** are lost or damaged by fire, theft or accident while in or on the **Motor Vehicle** **We** will pay **You** or if **You** so wish, the owner of the property in cash to the value of loss or damage up to a limit of £500 per incident

We do not cover :

- (i) **Theft** of any property from a pick-up truck unless stolen from the cab of the **Motor Vehicle**
- (ii) lap top palm top or similar portable computer equipment
- (iii) satellite navigation or similar communication equipment
- (iv) mobile cellular WAP or other portable telephone equipment
- (v) Items stolen if the vehicle is unlocked.

Section 6 – Conditions Which Apply to Your Whole Policy

The following conditions apply to every Section of Your Policy. Failure to comply with Your obligations as noted within these conditions may result in

- 1) a claim being rejected or
- 2) Your Policy being declared invalid

A 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, Our Right to Recover Payment clause [Sub-Section 5 of Section 2 - Liability to Third Parties] will apply and You may be required to repay to Us any payment that We have been obliged to pay on Your behalf.

B Alteration in Risk

You must notify Blackford and Company Insurance Brokers Limited as soon as possible of any alteration in risk which materially affects Your Policy. Material information would include:

- A) any special feature of the Motor Vehicle
- B) any special use of the Motor Vehicle
- C) the Motor Vehicle's location
- D) the history of any driver

- E) a health condition which affects any driver or any other relevant information which makes losses more likely to happen or makes losses more serious if they do happen

We may re-assess Your Policy cover and premium following notification of material information

C Licence Checking

You must check the driving licence of every driver who will drive the Motor Vehicle and You must inform Blackford and Company Insurance Brokers Limited of :

- A) any convictions noted on the licence
- B) any Provisional licence
- C) any licence issued outside the UK/IOM

D Notification of a Claim

You must notify any of the following to Blackford and Company Insurance Brokers Limited as soon as possible:

- A) any incident which may give rise to a claim
- B) civil or criminal proceedings

If there has been a Theft You must tell the Police as soon as possible

We may request You to provide all details in writing together with any supporting evidence which We may reasonably require

If any of the following documents are served on You or any other person in connection with any incident then they must be sent to Blackford and Company Insurance Brokers Limited as soon as possible:

- (i) writs
- (ii) summons
- (iii) other legal documents
- (iv) letters of claim
- (v) other correspondence

You must not answer any correspondence without **Our** written consent **We** will not unreasonably withhold **Our** consent

E Conduct of a Claim

You must give **Us** whatever information or assistance **We** reasonably request

You must not:

- A) admit
- B) deny
- C) negotiate or
- D) promise to pay

any claim without **Our** written consent

We will not unreasonably withhold **Our** consent

F 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 this insurance **Policy** for the relevant claim; or
- (b) void this insurance **Policy** from its inception or from the date of the relevant claim

G Looking after Your Motor Vehicle

You must take reasonable precautions to keep the **Motor Vehicle** in a roadworthy condition

You must ensure that reasonable precautions are taken at all times to prevent injury and safeguard the **Motor Vehicle** from loss or damage

H 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 **Us**.

You can cancel **Your Policy**. To do this **You** must write to Blackford and Company Insurance Brokers Limited 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.

We 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.

I Other Insurance

Where a claim is covered under **Your Policy**, and this claim is covered by any other insurance, **We** will only pay **Our** share of the claim

J Exercising Your rights on Your behalf

If **We** or **Our** third party service provider ask, **You** or any other **Permitted User** making a claim must at any time:

- A) take or
- B) allow **Us** or **Our** third party service provider to take in **Your** name or the name of the **Permitted User**

all the steps needed to enforce **Your** rights or those of the **Permitted User** against any other person, including the defence or settlement of any claim or the pursuit of a claim in any person's name

We will pay any reasonable costs and expenses involved

K Access to the Motor Vehicle

We will have free access to examine the **Motor Vehicle** at all reasonable times

L Law Applicable

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) or Isle of Man 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 in writing **We** have agreed with **You** that the law which applies to this contract is the law which applies to the Jurisdiction in which **You** are based or if **You** are based in the Channel Islands or the Isle of Man the law of whichever of those two places in which **You** are based

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** are based or if **You** are based in either the Channel Islands or the Isle of Man the courts of whichever of those two places in which **You** are based

M Overnight Garaging

If **Your Schedule** shows that the overnight location of **Your Motor Vehicle** is a

- A) private garage or
- B) building or
- C) secure compound or
- D) secure car park

We will only provide cover for loss of or damage to **Your Motor Vehicle** caused by **Theft** or malicious damage between the hours of 22.00 and 06.00 and arising at the overnight postcode if at the time of such loss or damage

- (i) the **Motor Vehicle** was kept in the overnight location advised to **Us** and
- (ii) the overnight location was locked and secured at the time of such loss or damage

N Application of limits

The maximum amount **We** will pay irrespective of the number of parties covered by **Your Policy** having a claim under **Your Policy** shall not exceed in whole any limits shown in **Your Policy** or **Your Schedule**

For the purposes of any limits shown in **Your Policy** or **Your Schedule** all parties included in the definition of the **Policyholder** and covered under **Your Policy** will be treated as one **Policyholder** and there will be only one contract of insurance between the **Policyholder** and **Us**

O Compliance with Policy Terms

It is a condition of **Your Policy** that **You** comply with the terms and conditions of **Your Policy** and that any other person covered by **Your Policy** as though they were **You** with the terms and conditions of **Your Policy**

Section 7 – Exclusions Which Apply to Your Whole Policy

A Changes or additions to the vehicles to be Insured

The Insurers will not indemnify the Policyholder in respect of any vehicle unless

- A) the Insurers already have details of this vehicle or
- B) details of any changes or additions to the vehicle(s) to be insured are given to the Insurers immediately and the Insurers accept them and
- C) the Insurers have issued a certificate of motor insurance

The Policyholder must return any obsolete certificate of motor insurance to the Insurers.

B Use and Driving Which We Do Not Cover

We do not cover any claim under any Section of Your Policy occurring while a van which We cover is being:

- A) used with Your permission but is being driven or used outside the circumstances defined in Your Certificate of Insurance
- B) driven by You unless You are a Licence Holder
- C) driven with Your permission by any person:
 - (i) who is not permitted to drive in Your Certificate of Insurance or
 - (ii) who You know is not a Licence Holder
- D) driven by or in the charge of any person under 25 years of age unless that person is named in Your Schedule

Paragraphs A), C) and D) above of this Exclusion do not apply in respect of claims under Section 1 – 'Loss or Damage to the Motor Vehicle' when the Motor Vehicle is in the custody of a Defined Organisation

C Liability Which Results From An Agreement

We do not cover any liability which results solely from an agreement

D Radioactive Contamination

We do not cover any:

- A) loss of or damage to any property
- B) legal liability
- C) expense
- D) bodily injury
- E) any other loss

which is directly or indirectly caused by or arising from or contributed to by:

- (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of any nuclear fuel
- (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of it

E War Risks

We do not cover any:

- A) loss of or damage to any property
- B) legal liability
- C) expense
- D) bodily injury
- E) any other loss

which is directly or indirectly caused by or arising from or contributed to by:

- (i) war; invasion, act of foreign enemy or hostilities (whether war is declared or not)
- (ii) civil war; rebellion, revolution, insurrection or military or usurped power

except as required by any relevant road traffic legislation

F Riot and Civil Commotion

We do not cover any consequence of riot or civil commotion occurring in Northern Ireland

We do not apply this Exclusion to Section 2 - 'Liability to Third Parties'

G Sonic Bangs

We do not provide cover under Section 1 - 'Loss of or Damage to the Motor Vehicle' of Your Policy in respect of loss or damage which is caused by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speed

H Pollution

We do not cover:

- A) death of any person
- B) bodily injury to any person or
- C) damage to any property which is directly or indirectly caused by pollution or contamination unless this pollution or contamination is directly caused by an incident which occurs in its entirety at a specific time and place during the **Period of Insurance** and is:
 - (i) sudden
 - (ii) identifiable
 - (iii) unintended and
 - (iv) unexpected

All pollution which arises out of one incident will be considered to have occurred at the time when this incident takes place

We will not apply this Exclusion in circumstances where it is necessary to meet the requirements of any relevant road traffic legislation

I Rallies, competitions, trials and track use

We will not cover any claim if Your Motor Vehicle is used:

- in a rally;
- in a competition;
- in a motor trial;
- on a racetrack;
- on a circuit; or
- on a prepared course.

J Public authorities

We do not cover any loss or damage caused by any government, public or local authority legally removing, keeping or destroying Your Motor Vehicle.

K Deliberate Acts

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

L 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.

Section 8 – Endorsements which apply to your policy

These Endorsements apply only if the number set against them appears in **Your Schedule**

Endorsement 1 Exclusion of Damage Cover for Unnamed Drivers Under 25

(The part of **Your Policy** booklet amended by this Endorsement is Section 1 – “Loss of or Damage to the Motor Vehicle”)

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. Breakage of glass in the windscreen and/or windows where this is the only damage to the motor car 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**

If more than one **Motor Vehicle** is covered by **Your Policy** this Endorsement applies to the **Motor Vehicle** shown in **Your Schedule** against this Endorsement.

Endorsement 2 Policy Holder Excluded from Driving

(The part of **your policy** booklet amended by this Endorsement is Section 1A – “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 9 – 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 5 will apply.

Section 10 – Legal Expenses

A Cover Which We Provide Under Section 9 - Legal Expenses

- A) Our third party service provider will use reasonable endeavours to recover uninsured losses for a Permitted User arising from a Cause of Action
- B) We cover a Permitted User following a Cause of Action for Legal Expenses incurred by the Permitted User and the Legal Personal Representative in respect of the pursuit of Legal Proceedings
- C) If We have paid for any Legal Expenses which You later succeed in recovering from any third party, We will be entitled to reimbursement of those expenses.
- D) You have the right to choose a solicitor to act as Your representative subject to Our agreement to the legal fees charged by that solicitor.
- E) Any solicitor acting for You will do so subject to Our standard terms of appointment to act in Your name and for Your benefit.

B Claim Settlement

We will pay up to the amount shown in Your Schedule in respect of any one incident regardless of the number of Permitted Users involved in the incident

C What We Do Not Cover Under Section 9 - Legal Expenses

- A) Our third party service provider will not attempt recovery of uninsured losses notified to Us or Our third party service provider more than 180 days after the Cause of Action arose

- B) We do not cover Legal Expenses in respect of Legal Proceedings where We or Our third party service provider are notified of a claim under this Section more than 180 days after the Cause of Action arose
- C) We do not cover Legal Expenses where the Cause of Action arose prior to the commencement of cover provided by this Section
- D) We do not cover actions taken in constitutional, international or supranational courts or tribunals
- E) We will not pay Legal Expenses for Legal Proceedings commenced by a Permitted User before the appointment of the Legal Personal Representative by Our third party service provider
- F) We do not cover amounts incurred before We or Our third party service provider accept the claim in writing unless otherwise agreed by Us or Our third party service provider
- G) We do not cover any Legal Expenses incurred as a result of delays by a Permitted User which in Our third party service provider's reasonable opinion are prejudicial to the case
- H) We do not cover Legal Expenses which become payable as a result of the withdrawal from Legal Proceedings by a Permitted User without Our or Our third party service provider's consent

We or Our third party service provider will be entitled to recover from the Permitted User any sums paid during the course of the Legal Proceedings as a result of this withdrawal
- I) We do not cover expenses of an expert witness unless Our third party service provider have given written approval before the appointment of such witness

J) We do not cover any claim in respect of any Legal Expenses relating to any other party bringing a claim or counter claim against a Permitted User

Conditions Applicable to Section 9 - Legal Expenses

A Actions Against Another Permitted User

If You are pursuing Legal Proceedings against another Permitted User, We will pay Your Legal Expenses and not those of the other Permitted User

If Your Policy is in joint names, We will regard the person whose name appears first in Your Schedule as You for the purpose of this Section

B Information About the Claim

You must complete a claim form and forward it to Us at the address shown in Your Schedule as soon as You are aware of any claim

The Permitted User must keep Us or Our third party service provider informed of all developments connected with the claim including any offer or payment into court to settle the dispute

Our third party service provider will have access to all information, documentation or evidence whether or not legally privileged

C Representation

You have the right to choose a solicitor to act as Your representative subject to Our agreement to the legal fees charged by that solicitor.

Any solicitor acting for You will be subject to 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 the amount shown in the Schedule

Any dispute arising from the Permitted User's choice of the solicitor; person or firm to act as a Legal Personal Representative may be referred to Arbitration in accordance with Condition I of Section 9

D Conflict of Interest

If at any time during the course of the claim We become aware of any possible conflict of interest between You and Us, or on the part of the solicitor appointed to act for You, We will

A) tell You about it in writing; and

B) give You the right to choose a solicitor.

E Control of the Claim

Our third party service provider will have control of the claim, in consultation with the Legal Personal Representative and the Permitted User must follow their reasonable advice

The Permitted User must not commence Legal Proceedings without Our third party service provider's written consent

Our third party service provider will not unreasonably withhold their consent

The Permitted User will give proper assistance as soon as possible and co-operate fully with:

A) Us

B) Our third party service provider

C) the Legal Personal Representative and

- D) any counsel which has been appointed by the Legal Personal Representative

The **Permitted User** must keep **Our** third party service provider or the Legal Personal Representative informed of all developments as soon as possible after these developments arise

If in any **Legal Proceedings** the **Permitted User's** claim is not successful and he or she intends to appeal then the **Permitted User** must notify **Our** third party service provider or the Legal Personal Representative in writing not later than either:

- (i) 14 days before the time for making an appeal expires or
- (ii) as soon as possible where the period of appeal is 14 days or less

The **Legal Expenses** of the appeal are covered if **Our** third party service provider and the Legal Personal Representative agree that there are reasonable prospects of such an appeal succeeding

F Reasonable Prospects

We will pay a **Permitted User's** **Legal Expenses** provided there are reasonable prospects that the claim or **Legal Proceedings** will achieve the remedy or result sought by the **Permitted User**

If at any time **Our** third party service provider or the Legal Personal Representative reasonably consider that the claim or **Legal Proceedings** do not have such prospects, **Our** third party service provider will advise the **Permitted User** in writing and notify the **Permitted User** that **Our** liability to pay any further **Legal Expenses** will cease 14 days after the **Permitted User** receives the notice

No **Legal Expenses** may be incurred after the **Permitted User** receives the notice unless **Our** third party service provider have given written consent

Our third party service provider will not unreasonably withhold their consent where to do so is likely to prejudice the claim or **Legal Proceedings**

G Option to Reimburse

Where in the reasonable opinion of **Our** third party service provider the **Permitted User** would suffer no detriment, **Our** third party service provider may elect to pay the **Permitted User** for the value of goods or services or the claim for damages or uninsured losses

H Early Settlement

The **Permitted User** must inform **Our** third party service provider as soon as possible of any offer or payment into court which has been made with a view to settling the claim

The **Permitted User** must not make or authorise any offer to settle the claim which would result in the payment of **Legal Expenses** without **Our** third party service provider's consent

Our third party service provider will not unreasonably withhold their consent

If any offer or payment into court is:

- A) not accepted by the **Permitted User** and
- B) if the amount of this offer or payment is equal to or greater than the total damages which the **Permitted User** is eventually awarded

We will have no liability in respect of **Legal Expenses** which were incurred after the date of such offer or payment into court, unless **Our** third party service provider agreed to the continuation of the proceedings

I 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 lawyer's organisation will be asked to choose one. Whoever loses the arbitration will pay the costs and expenses of the arbitrator. 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.

J Accounts and Level of Expenses

The Permitted User or the Legal Personal Representative must submit to Our third party service provider all accounts for Legal Expenses as soon as possible after their receipt

Our third party service provider may require the Legal Personal Representative to have the Legal Expenses taxed, assessed or audited

Section 11 – Replacement Locks/Keys

A claim under this section will effect your No Claims Discount – See Section 5.

What is covered under this section

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.

What is not covered under this section

Any excess applicable to the motor vehicle

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 is not covered under this section

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.

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: 01624 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 01624 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 Ltd.

You are giving your information to Blackford & Company Insurance Brokers Limited and or Tower Insurance Ltd. 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 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, we 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 & Company Insurance Brokers Limited
The Old Bank
19 Station Road
Port Erin
IM9 6AE

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

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 prosecution of offenders)
- Obtaining information if you are involved in a road traffic accident (either in the UK, the EEA or certain other countries).

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

It is vital that the MID holds your correct registration number: If it is incorrectly shown on the MID you are at risk of having your vehicle seized. You can check that your correct registration number details are shown on the MID at www.askmid.com



MANXCOVER

Registered office:
Blackford & Company
The Old Bank
19, Station Road,
Port Erin
Isle of Man IM9 6AE
Tel: 01 624 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