



SPECIALIST VEHICLE INSURANCE POLICY

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If you have an accident call our 24 hour Claims Helpline:

0333 305 8120

Please call within 24 hours of the accident, but ideally within 1 hour.

You may be entitled to a FREE courtesy vehicle, Free collection and delivery, and **we** can provide a windscreen replacement service.

Does the accident involve a third party?

If you are calling from the roadside we may ask to speak to the third party, or ask you to request them to contact us on 0333 305 8120 within 1 hour.

They may be entitled to a number of services free of charge (dependant on fault).

All correspondence in relation to this policy should be addressed to Xpekt Motor:

Xpekt Motor c/o AAC Limited, Sureland House, Journeymans Way, Southend-on-Sea, Essex, SS2 5TF.

XPEKT MOTOR

Introduction to your policy

Welcome to this Xpekt Motor specialist vehicle insurance policy.

Words in bold

Words shown in bold have a particular defined meaning. **You** should refer to the General Definitions to obtain the full meaning of such terms. Also where the context requires:

- words in the singular will include the plural and vice versa; and
- words expressed in one gender shall include all genders; and
- references to 'a person' shall include any individual, company, partnership or any other legal entity; and
- references to a statute, regulation or trade terms of contract will be construed to include all its amendments or replacements.

Please note that all headings within the policy are included for convenience only and will not form part of this policy.

Our contract with you

This document is evidence of a legally binding contract of insurance between **you** and **us**. If it does not meet with **your** requirements please contact the broker who effected this insurance to arrange any alteration that may be necessary.

You must read this policy, the **schedule** and the **certificate of motor insurance** together. The **schedule** tells **you** which sections of the policy apply.

Your duty of fair presentation

- 1) **You** must make a fair presentation of the risk (as set out in the Insurance Act 2015) to **us** in proposing, or proposing to vary the insurance provided by this policy. If **you** or anyone acting on **your** behalf breaches **your** duty of fair presentation at or prior to the commencement of the **period of insurance**, then **our** remedies shall be as follows:
 - a) if such breach is deliberate or reckless, **we** may:
 - i) treat this policy as having been terminated from its inception; and
 - ii) retain the premium.
 - b) if such breach is not deliberate or reckless and **we** would not have entered into this policy but for the breach, **we** may by notice to **you** treat this policy as having been terminated from its inception, so **we** may refuse all claims but **we** shall return the premium; and
 - i) in all other cases if, but for the said breach, **we** would have entered into this policy but:
 - I) on different terms (other than terms relating to the premium), **we** may require that this policy is treated as if it had been entered into on those different terms from the outset; or
 - II) would have charged a higher premium, **we** may reduce proportionately the amount to be paid on a claim (and, if applicable, the amount already paid on prior claims). In those circumstances, **we** shall pay only X% of what it would otherwise have been required to pay, where $X = (\text{premium actually charged} / \text{higher premium}) \times 100$.

- 2) If **you** or anyone acting on **your** behalf breaches **your** duty of fair presentation in relation to a variation of this policy, **our** remedies shall be as follows:
- a) if such breach is deliberate or reckless, **we** may:
 - i) by giving **you** notice, treat this policy as having been terminated from the time when the variation was concluded; and
 - ii) retain the premium;
 - b) if such breach is not deliberate or reckless, and **we** would not have entered into the variation but for the breach, **we** may treat this policy as having been terminated from the time when the variation was concluded, **we** may refuse all claims after the variation, so **we** may refuse all claims but **we** shall return the relevant premium; and
 - i) in all other cases if, but for the said breach, **we** would have entered into the variation but:
 - ii) on different terms (other than terms relating to the premium), **we** may require that the variation is treated as if it had been entered into on those different terms from the outset;
 - I) would have increased the premium by more than **we** did or at all, **we** may reduce proportionately the amount to be paid on a claim arising out of events after the variation. In those circumstances, **we** shall pay only X% of what it would otherwise have been required to pay, where $X = (\text{premium actually charged/higher premium}) \times 100$; or
 - II) would not have reduced the premium by as much as **we** did or at all, **we** may reduce proportionately the amount to be paid on a claim arising out of events after the variation. In those circumstances, **we** shall pay only X% of what **we** would otherwise have been required to pay, where $X = (\text{premium actually charged/reduced total premium}) \times 100$.

Data Protection and sharing information with other organisations

Data protection notice

- 1) To provide our services as an insurer and an intermediary, **we** will collect and use information about **you**, such as your name and contact details, which may also include special categories of personal data (e.g. about your health) and information relating to criminal convictions and offences. All personal information (including any sensitive personal data) acquired by **us** is held in accordance with all applicable legislation relating to data protection and privacy including (but not limited to) the Regulation (EU) 2016/679 of the European Parliament and of the Council Of 27 April 2016 and **we** maintain protections and procedures in the storage and disclosure of personal information to keep it secure and prevent unauthorised access to or loss of such information.
- 2) **We** may monitor and record all communications with **you** for compliance and training purposes.
- 3) **Your** consent to **us** processing special categories of personal data is necessary for **us** to provide **you** with the relevant services and **you** hereby agree to **us** using the information **you** provide **us** for:
 - a) underwriting, renewal information, validation of claims history, claims handling and all other matters relating to the processing of this insurance and any claims under this policy;
 - b) statistical analysis, management information and market research;
 - c) audits, system integrity checking and risk management.Although you may withdraw your consent at any time, if you do we may be unable to continue to provide services to **you**.
- 4) Personal information may also be used for the prevention and detection of fraud, and **you** consent to **us**:
 - a) sharing information about **you** with other organisations (including the police) for the purposes of fraud prevention and detection;
 - b) conduct searches using publicly available databases (including social media);
 - c) undertaking credit searches;

- 5) checking and sharing your details with fraud prevention and detection agencies.
- 6) Personal information may also be disclosed to the following entities as part of the operation of **our** business:
 - a) other members of our group;
 - b) other insurance entities (such as our reinsurers) who have an interest in the risk accepted under this insurance;
 - c) our regulators;
 - d) potential purchasers of the whole or part of our business.
- 7) If false or inaccurate information is provided and fraud is suspected, details will be passed to fraud prevention agencies and made available to other organisations that have access to their databases. Law enforcement agencies may access and use this information. This information is used by **us** and other organisations to prevent fraud and other financial crime when:
 - a) checking the details made under the duty of fair presentation;
 - b) confirming claims information;
 - c) recovering outstanding debts;
 - d) checking details on applications for credit and managing credit accounts;
 - e) checking details of job applicants and employees.

Please contact **us** if **you** require details of the relevant fraud prevention agencies.

Please note: information from fraud prevention agencies may be accessed and used from other countries.

- 8) Personal information may be transferred to entities within and outside of the European Economic Area. If **we** do transfer information **we** will ensure that it is appropriately protected.
- 9) Where personal information is provided about another person, **you** must inform that person of **our** identity, and why their personal information will be processed and disclosed. **You** must also obtain their written consent to the processing of their personal information in this way and provide **us** such consent upon request.
- 10) Individuals have certain rights under the Data Protection Legislation, including:
 - a) the right to ask for a copy of the information we hold about them; and
 - b) to correct any information that may be inaccurate.
- 11) If **you** wish to check this information, or have any queries as on how **we** use **your** information please **Us** at the address below. **You** also have the right to withdraw **your** consent to **us** using **your** information at any time. If **you** wish exercise these rights please contact **us** at Xpekt Limited, Old Park Farm Business Centre, Ford End, Chelmsford, Essex, CM3 1LN.
- 12) For more information on the Data Protection Act you may also write to the Office of the Information Commissioner at: Wycliffe House Water Lane Wilmslow Cheshire SK9 5AF Tel: 0303 123 1113 or 01625 54 57 45 email: mail@ico.gsi.gov.uk.

Motor insurance database

Information relating to **your** insurance policy will be added to the Motor Insurance Database ("MID") managed by the Motor Insurers' Bureau ("MIB"). The MID and the data stored on it may be used by certain statutory and/or authorised bodies including the police, the DVLA, the DVANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

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

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

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

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

Applicable law and language

The law allows the parties to this contract of insurance to select the law and jurisdiction to be applied to this policy. Unless it is agreed otherwise, the law that applies to this contract is English law.

It is agreed that any legal proceedings between **you** and **us** in connection with this contract will only take place in the courts of England and Wales are subject to the exclusive jurisdiction of that court.

The terms and conditions of this policy and all other information concerning this insurance are communicated to **you** in the English language **and we** undertake to communicate in this language for the duration of the policy.

Delegated authority

Xpekt Limited are an intermediary and not an insurer. Xpekt Limited has not made any personal recommendation regarding the sale of this policy.

This policy is issued in accordance with the authorisation **we** have granted to Xpekt Limited, Old Park Farm Business Centre, Ford End, Chelmsford, Essex, CM3 1LN under the terms of a contract between Xpekt Limited and **us**. This contract makes the Xpekt Limited **our** agent and gives them the authority to perform certain acts on **our** behalf, but does not affect **your** rights to claim or make a complaint.

Cancellation

Your cancellation rights:

- 13) **You** have the right to immediately cancel the **cover** within fourteen (14) days of the commencement of the **period of insurance** or the receipt of this policy, whichever is the later (the 'cooling off period');
- 14) **You** should exercise this right by contacting the entity that effected this insurance on **your** behalf or by writing to **us**;
- 15) If **you** do exercise this right, and provided no claim has been made or no circumstance has arisen which is likely to give rise to a claim during the **period of insurance**, **we** will return to **you** a proportion of the premium calculated on a pro-rata basis. The amount of premium to be refunded under this condition will be reduced by all unpaid premiums or unpaid premium instalments outstanding at the date of cancellation;
- 16) Xpekt Limited do have the right to charge for the service they have provided **you** in setting up the contract which is twenty five pounds (£25.00)
- 17) If the "cooling off period" has expired, **you** may cancel the policy during the **period of insurance** in writing via the entity that effected this insurance on **your** behalf. Provided no claim has been made or no circumstance has arisen which is likely to give rise to a claim during the **period of insurance**, **you** will be entitled to a refund of the premium paid calculated on a pro-rata basis, less a cancellation charge of thirty pounds (£30.00) for the service provided by Xpekt Ltd in setting up and administering this policy. The amount of any premium to be refunded under this condition will be reduced by all unpaid premiums or unpaid premium instalments due.

Our cancellation rights:

- 1) In addition to **our** rights set out in the following clauses:
 - a) **Your** duty of fair presentation;
 - b) Period of insurance and premium payment;
 - c) Fraud;

we may, if **we** have a valid reason, cancel this insurance at any time by sending **you** notice in writing to **your** last known address. The notice will include the reason for the cancellation, which may include but are not limited to **your**:

- a) continued failure to comply with the terms and conditions of this policy;
- b) failure to co-operate with **us** or provide **us** with information or documentation **we** reasonably require where such the lack of cooperation affects:
 - i) **our** ability to process a claim; or
 - ii) the defence of **our** interests; or
 - iii) the making of risk based underwriting decisions.

In this case, the notice of cancellation will be withdrawn if **you** provide the details required in the letter within the notice period;

- c) use of threatening, abusive or intimidating behaviour or inappropriate language towards, or bullying of **our** staff or anyone acting on **our** behalf;

If **we** cancel this policy, provided no claim has been made or no circumstance has arisen which is likely to give rise to a claim during the **period of insurance we** will return to **you** to a proportionate return of the premium in respect of the unexpired **period of insurance**. The amount of premium refund payable will be reduced by all unpaid premiums or unpaid premium instalments due.

Complaints procedure

We strive to provide an excellent service to all **our** customers but occasionally things can go wrong. **We** takes all complaints seriously and endeavour to resolve all customers' problems promptly. If **you** have a question about this insurance or complaint about **your** broker, **you** should contact **your** broker.

If **your** complaint is in relation to this insurance or a claim **you** should contact Xpekt Limited as follows:

In writing : Xpekt Limited, Old Park Farm Business Centre, Ford End, Chelmsford, Essex, CM3 1LN.

By telephone: 0333 305 8110

By e-mail: Complaints@xpekt.co.uk

When contacting Xpekt Limited please provide:

A policy number and/or claim number

An outline of **your** complaint

A contact telephone number.

We will make every effort to resolve **your** complaint immediately. If **we** cannot resolve **your** complaint by the end of the next working day, **we** will acknowledge **your** complaint within five (5) days of receipt and will do **our** best to resolve the problem within four (4) weeks by sending **you** a final response letter. If **we** are unable to resolve **your** complaint in this time, **we** will write to advise **you** of progress and will endeavour to resolve **your** complaint within the following four (4) weeks. If **you** are still dissatisfied after receiving **our** final response letter **you** may refer **your** complaint to the Financial Ombudsman Service at the following address:

Exchange Tower,

Exchange Square;

London E14 9SR.

Telephone 0300 123 9 123 or 0800 023 4567

Website: <http://www.financial-ombudsman.org.uk/consumer/complaints.htm>.

You have the right of referral within six months of the date of **your** final response letter. Whilst **we** are bound by the decision of the Financial Ombudsman Service, **you** are not. Following the complaints procedure above does not affect **your** right to take legal action.

You may also be able to refer **your** complaint to:

Office of the Arbiter for Financial Services, 1st Floor St Calcedonius Square, Floriana FRN 1530 Malta, telephone (+356) 212 49245 if **you** are not satisfied with **our** final response or **we** have not responded within fifteen (15) working days. **You** will have to pay EUR 25.00 at the time of making **your** complaint to the Arbiter to use this service.

About the Office of the Arbiter for Financial Services

The Office of the Arbiter for Financial Services considers that a "complaint" refers to a statement of dissatisfaction addressed to an insurance undertaking by a person relating to the insurance contract or the service he/she has been provided with. The terms "person" does not specify that this is limited to individuals and therefore any policyholder, insured person, beneficiary and injured third party (irrespective of the country of residence or where the risk is situated) is eligible to make a complaint.

For more information on the Office of the Arbiter for Financial Services and its complaints process, please visit <https://financialarbiter.org.mt/en/Pages/Home.aspx>

Rights of third parties

A person or company who was not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 or any subsequent legislation to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from such Act.

This clause does not affect any rights enforceable under the Third Parties (Rights against Insurers) Act 2010 or those rights that they have under road traffic law in any country in which this insurance applies.

Period of insurance and premium payment

We have agreed to insure **you** against loss as described in this policy that may occur within the **territorial limits** of the policy during the **period of insurance**, provided that **you** have paid the **premium** shown in the **schedule**. The **cover we** provide is subject to the terms, conditions and exceptions contained in this policy booklet or in any **endorsement** applying to this policy.

When cancellation follows **your** failure to pay the full premium, the amount of money to be returned to **you** will be calculated taking into account a pro rata refund of premium, relating to the number of days left to run under the policy less a cancellation fee of thirty pounds (£30.00). There will be no refund of premium allowable if there has been a loss or incident likely to give rise to a claim during the current **period of insurance**. **We** may at **our** discretion reduce any claims payment by the amount of outstanding or overdue premiums that **you** owe **us**.

Regulation and signature

R&Q Insurance (Malta) Ltd is licenced in accordance with the Insurance Business Act, 1988 (Chapter 403, Laws of Malta) to carry out insurance and reinsurance business.

Xpekt Ltd act as an administrator on behalf of R&Q Insurance (Malta) Ltd.



Paul Corver
Director
R&Q Insurance (Malta) Ltd



Colin Hart
Managing Director
Xpekt Limited.

Regulation:

Malta Financial Services
Authority
Notabile Road
BKR3000
Attard
MALTA

R&Q Insurance (Malta) Limited is authorised and regulated by the Malta Financial Services Authority and is subject to limited regulation by the UK's Financial Conduct Authority and the Prudential Regulation Authority under Firms Registration Number (FRN) 608422. R&Q Insurance (Malta) Limited is licensed in accordance with the Insurance Business Act, 1988 (Chapter 403, Laws of Malta) to carry out insurance and reinsurance business.

Xpekt Ltd, registered in England & Wales, Company No 07857938.
Authorised and Regulated by the Financial Conduct Authority under No 624585

Important Customer Information

What to do if you have an accident

Contact us

If the accident is within the UK:

0333 305 8120

If the accident is outside the UK:

0044 1702 455380

To obtain immediate assistance at the roadside call our Roadside Priority Claims Helpline on 0333 305 8120.

Our UK based, experienced advisors will take initial claim details and discuss recovery of **your vehicle**.

Please call within 24 hours of the accident, but ideally within 1 hour. This is regardless of whether **you** wish to make a claim under the policy or not. Delay in notification of an incident may invalidate **your** right to claim.

Please quote **your** policy number and provide as much information as **you** can. If **your** claim is due to theft, riot, attempted theft or vandalism **you** must also inform the Police and obtain a crime reference number.

Benefits of an immediate call

Calling **us** straightaway provides **you** with benefits which may include the following (dependant on the level of policy cover **you** have):

- FREE courtesy car supplied if **you** use an **approved repairer** (subject to **your vehicle** being repairable and availability)
- FREE collection and re-delivery
- FREE vehicle wash and clean
- All **approved repairer** work is guaranteed for three years
- Windscreen repair/replacement

We will deal with **your** claim and claims made against **you**, as quickly and fairly as possible. Please read the Accident and claims procedure in the General Conditions of this policy.

For the protection of Xpekt Ltd, **you** and **us**, telephone calls may be recorded and monitored by Xpekt Ltd

What to do

If you are involved in an accident:

- Stop and give **your** name, address and the registration number of **your** vehicle, together with **your** insurance details, to the other driver or drivers;
- report the accident to the Police within twenty four (24) hours at the latest if anyone is injured;
- Note the names, addresses, vehicle and insurance details of all the other people involved, including any witnesses;
- Make a sketch plan of the accident scene;
- **Do not admit responsibility for the accident or make any offer of payment;**
- If requested, fill in and return a Motor Accident Report Form. These forms can be obtained by contacting the 24 Hour Claims Helpline.

When repairing your vehicle

If **your vehicle** is damaged and the damage is covered by **your** policy, **you** should use **our** nationwide network of **approved repairers**. Each **approved repairer** will:

- Collect and deliver **your vehicle** free of charge;
- Have authority to proceed with repairs quickly;
- Clean **your vehicle** after the repair;
- Guarantee all approved repairer work for three years.

If you have to pay an excess or VAT

If **you** have to pay an **excess**, **we** will ask the repairer to collect this from **you** when the repair is finished. The repairer will also ask **you** to pay any VAT if **you** are registered for VAT.

If somebody claims against you

Send all letters and other correspondence to Xpekt Ltd as quickly as possible so that they can deal with them for **you**. Always quote **your** claim or policy number. **Do not admit responsibility for the accident or make any offer of payment.**

There is a police prosecution following the accident

You must let **us** know at once if **you** receive notice of any possible prosecution because of an accident. It would also help **us** to know if other people involved in the accident will be prosecuted.

If your vehicle is stolen, vandalised or damaged in a riot

- tell the Police as soon as **you** discover the loss and make a note of the crime reference number and station concerned.
- In the event of theft, there will be a period of time during which the Police will try to find **your vehicle**. **We** will commence claims investigations immediately, but if **your vehicle** is not recovered within a reasonable period, or **your vehicle** is recovered damaged, **we** will consider settlement of **your** claim on the basis described in Section 1 - Loss or Damage to Your Car

The windscreen or a window is damaged or broken

You can call **our** 24 Hour Claims Helpline on 0333 305 8120 to be connected to **our** preferred suppliers. **You** will need to show the supplier **your certificate of motor insurance** before work starts. If **you** have windscreen **cover** and the glass is replaced or repaired, **you** will only need to pay the **excess** referred to in Section 2 of this policy - Broken Windows and Windscreens and **we** will pay the windscreen company the balance of the bill directly.

Making a change to your policy

To keep **your** insurance up to date, please inform **your** insurance broker or adviser about changes which may affect **your cover**.

Some examples are: -

- A change of vehicle, or **you** have purchased another vehicle to which **you** want **your** existing **cover** to apply.
- **You** wish a new driver to be covered.
- **You** or any other driver passes their test.
- Someone who drives the vehicle gets a motoring conviction or fixed penalty endorsement or suffers from a medical condition or has a claim on another policy.
- **Your vehicle** is changed or modified from the manufacturer's standard specification or **you** intend to change or modify it (including the addition of optional fit **accessories** such as spoilers, skirts, alloy wheels etc.).
- A change of occupation (full or part-time) by **you** or any other driver.
- A change of postal address.
- A change of address at which the vehicle is kept.
- A change of garaging facility/where the vehicle is normally left overnight.
- A change in use of **your vehicle**.
- The vehicle is involved in an accident no matter how trivial.
- A change of the main user of **your vehicle**.

This is not a full list and if **you** are in doubt **you** should advise **your** insurance broker or adviser for **your** own protection. If **you** do not tell **us** about changes, **your** insurance may not **cover you** fully or at all.

Some changes may mean **we** need to alter **your** premium. **Your** insurance broker or adviser will tell **you** if this happens.

Financial Services Compensation Scheme

The Financial Services Compensation Scheme covers this policy. **You** may be entitled to compensation from the Scheme if **we** are unable to meet **our** obligations under this contract.

Entitlement to compensation under the Scheme depends on the type of business and circumstances of the claim. Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU or from their website (www.fscs.org.uk)

General Definitions

The words or phrases shown below have the same meaning whenever they appear in this policy or in the **certificate of motor insurance, schedule or endorsements**. So that **you** can easily identify these words and phrases they are shown in bold print throughout this policy.

Accessories and spare parts	motoring equipment (other than audio visual equipment) kept in or on your vehicle which has been specifically designed for use with your vehicle .
Approved repairer	A motor vehicle repairer which is a member of our approved repairer network and is authorised by us or our representative to repair your vehicle following a valid claim under Section 1 of this insurance.
Certificate of motor insurance	The document, required by law to evidence the existence of the minimum compulsory insurance in accordance with Road Traffic Acts and which details whom may drive your vehicle and the purpose for which it may be used.
Cover/covered	The insurance we will provide/that is provided under the policy.
Endorsement	An additional clause that either alters the details shown in the schedule or a term or terms contained in this policy.
Excess	The first part of a claim which you must pay.
Information and statements	The information you have provided us when asking us to provide insurance. This will include the information contained in any proposal form you complete as well as any other information you may provide as part of your duty of fair presentation.
Market value	The cost of replacing your vehicle with one of a similar age, type, condition and history by reference to vehicle value websites and publications (including but not limited to 'Glasses Guide') and, where applicable, a suitably qualified independent motor engineer.
Period of Insurance	The period between the 'effective from' date and time and the 'to' date and time shown on the schedule .
Schedule	The document headed 'schedule' which is provided with this policy and shows: <ul style="list-style-type: none">• Your details;• The details and registration number of your vehicle;• The period of cover;• The cover applying, whether comprehensive, third party fire and theft or third party only;• Any endorsements which apply.
Statement of insurance/statement of fact	The document that details the information and statements that you provided to us or were given to us on your behalf at the time of you applied for insurance and which forms your presentation of risk.
Territorial Limits	Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.
We, our, us	R&Q Insurance (Malta) Ltd and, where the context requires, Xpekt Limited

You, Your

The person named as the policyholder in the **schedule**.

Your vehicle

The vehicle (including its **accessories**) described in the **schedule** and any other vehicle for which details have been supplied to **us** and an effective **Certificate of motor insurance** (and/or a windscreen disc if applicable) specifying the registration mark has been issued to **you**.

What cover do you have?

Your **schedule** shows what **cover you** have paid for.

Comprehensive

If **your cover** is comprehensive, all sections of this policy apply.

Third Party Fire and Theft

If **your cover** is third party fire and theft, the sections of this policy booklet which apply are:

- Section 1, but only if the loss or damage is caused by fire, lightning, explosion, theft or attempted theft; and
- Sections 3, 4 and 8.

Third Party only

If **your cover** is third party only, the sections of this policy booklet which apply are Sections 3, 4 and 8.

The General Exceptions and General Conditions of this Xpekt Specialist Vehicle Policy apply to all levels of **cover**.

Cover is subject to any **endorsement** shown as applying in the **schedule**.

Section 1 - Loss or damage to your vehicle

What you are covered for

Loss or damage

We will indemnify **you** for loss of or damage to **your vehicle** caused by:

- a) accident;
- b) malicious damage, other than such damage caused by **your** employees;
- c) fire, lightning, explosion;
- d) theft or attempted theft;

up to the **market value** of the **vehicle** at the time of loss or damage.

Audio equipment

We will also indemnify **you** for damage as **covered** by this section to audio and visual equipment permanently fitted to **your** vehicle however **we** will not provide indemnity for more than two hundred and fifty pounds (£ 250) for any audio and visual equipment that was not factory fitted.

Locks

We will indemnify **you** up to two hundred and fifty pounds (£ 250) for the cost of replacing the door locks, ignition system and/or steering lock if **your vehicle** keys and/or vehicle ignition activation device and/or central locking transmitter are stolen provided that **we** are satisfied that the identity or location of **your vehicle** is likely to be known to any person who may have such items.

New for old

We will replace **your vehicle** with a new one of the same make, model and specification provided that:

a) **your vehicle**:

- i) is less than twelve (12) months old from date of first registration and has **you** as the first registered keeper; and
- ii) damaged to the extent that the cost of repair exceeds sixty percent (60%) of the manufacturer's list price (including taxes) at the time of the claim or stolen and not recovered; and
- iii) is owned by **you** and not registered in the name of a company; and
- iv) has accrued a mileage of less than ten thousand (10,000) miles; and
- v) is not subject to a finance agreement other than a hire purchase agreement;

b) **we** are able to replace **your vehicle** in the United Kingdom with a vehicle of the same make, model and specification or similar (but not greater);

c) any other party with an interest in **your vehicle** confirms their acceptance of 'new for old' replacement in writing.

If **we** replace the lost or damage vehicle **we** will own the salvage, or if stolen and subsequently recovered after **we** have replaced it, **we** will own **your vehicle**.

If **we** cannot replace **your vehicle**, **our** liability under this section will be **market value**.

What happens in the event of a claim

See also the Claims procedure in the General conditions

Amount payable	<p>We will decide whether to:</p> <ul style="list-style-type: none">a) repair or replace your vehicle;b) pay you the pre-accident value of your vehicle; <p>but we will not pay for more than the market value of your vehicle unless 'new for old' or 'agreed value' cover applies.</p> <p>If we cannot repair or replace a damaged part or accessory, we will pay you the manufacturer's last listed price.</p>
Accessories and spare parts	<p>Our liability in respect of loss or damage to accessories and spare parts is limited to ten percent (10%) of the market value or agreed value (if we the agreed value basis applies) of your vehicle, or £500 whichever is the lower.</p>
Total loss	<p>If your vehicle is deemed uneconomical to repair and declared a total loss, we reserve the right to move it to a place of free and safe storage pending settlement of the claim. Upon settlement of the claim, what remains of your vehicle will become our property and we will not return any premium for the remaining period of insurance.</p>
Non-manufacturers parts	<p>We may at our option fit replacement parts which have not been made by the vehicle's manufacturer but which are of a similar standard;</p>
Accident recovery and protection	<p>If your vehicle sustains damage covered by this section and cannot be driven after an accident, we will pay the reasonable cost of protecting it or taking it to the nearest repairer or to a safe place. You must not drive your vehicle if this will increase the damage. If necessary, we will also pay the reasonable costs of delivering your vehicle to your address shown in the schedule after it has been repaired.</p>
Hire Purchase and Financial Agreement	<p>If we know that your vehicle is the subject of a hire purchase or other similar agreement with a finance company and is declared to be a total loss, we will make any payment to the owner described in that agreement. We will not be liable for any other costs after this.</p>

What you are not covered for

See also the General Exceptions

This section excludes:

Accessories and spare parts	Any loss or damage to accessories and spare parts not kept in or on your vehicle or stored in a locked garage at your address.
Breakdown	any mechanical, electrical, electronic, computer or computer software breakdown, failure, fault or breakage.
Caravans	any loss or damage to caravans or any other form of trailer.
Confiscation	the confiscation or requisition or destruction of your vehicle by or under the order of any government or public or local authority.
Deception	the loss or refund money as result of you parting from your vehicle by means of any fraudulent scheme, trick, device or false pretence.
Deliberate acts	any loss or damage to your vehicle as a result of road rage damage or deliberate act caused by you or any person who is covered to drive your vehicle .
Depreciation	any loss in value of your vehicle , including any reduction in the market value of your vehicle following repairs.
Excess	the first amount, or amounts, shown in the schedule and any endorsement as the excess . This will apply to each claim for loss or damage to your vehicle .

If the **vehicle** is being driven by or is in the charge of a young or inexperienced person the **excess** is increased as follows:

Driver / Person in charge	Amount of excess
Under twenty one (21) years of age	Five hundred pounds (£500)
Twenty one (21) years of age or over, but under twenty five (25) years of age	Two hundred and fifty pounds (£250)
Over twenty five (25) years of age when that person has not held a full driving licence to drive a vehicle of the same class for twelve (12) months or holds a provisional driving licence	Two hundred and fifty pounds (£250)

The above amounts are in addition to any other **excess** which may apply as otherwise specified in the **schedule**.

These **excesses** will not apply:

- a) To any loss or damage caused by fire, lightning, explosion, theft or attempted theft;
- b) When **your vehicle** is in the hands of the motor trade for servicing or repair.

Fuel	<ul style="list-style-type: none"> a) Loss of fuel; b) Loss or damage caused by the use of the wrong type or grade of fuel.
Goods and personal effects	<p>Loss or damage to:</p> <ul style="list-style-type: none"> a) money, credit or debit cards, tickets, jewellery, audio and video equipment and media, documents and securities, mobile phones, satellite navigation equipment, computers and tablets; b) tools, trade goods or samples.
Improvements	repairs or replacements which improve your vehicle beyond its condition before the loss or damage happened.
Indirect losses	indirect losses which result from the incident that caused you to claim including by not limited to the financial consequence of you not being able to use your vehicle .
Modifications	loss or damage to any modifications to your vehicle unless they form part of the manufacturer's standard specification or are optional extras that you have disclosed to us and we have agreed to cover .
Repossession	loss resulting from your vehicle being repossessed by its legal owner.
Security device	loss or damage to your vehicle if a security system and/or tracking device which we have required you to use or you have told us about in the information and statements has not been set, is not in full working order or any network subscription for the maintenance contract of the system and/or air time is not current at the time of any loss.
Sonic bang	loss or damage to your vehicle caused directly by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speeds.
Tyres	damage to tyres due to application of brakes, side slips, cuts, bursts or punctures or otherwise resulting from any cause other than an accident involving your vehicle .
Unsecured vehicle	<p>Loss or damage from theft or attempted theft where:</p> <ul style="list-style-type: none"> a) all locks have not been engaged; or b) any windows have been left open; or c) the immobiliser is either not working or not been activated; or d) the keys have been left in or on your vehicle.
Wear and tear	Any loss attributable to wear and tear, gradual deterioration, rust, oxidisation, fading or tarnishing.

Section 2 - Broken windows and windscreens

What you are covered for

Damage to Glass We will pay the cost of repair or replacement of accidentally damaged or broken glass in the windscreen or side or rear windows of **your vehicle** and any scratching to the bodywork caused by the broken glass, as long as there has not been any other loss or damage.

What you are not covered for

See also the General Exceptions

This section excludes:

Excess	The windscreen excess shown in the schedule , unless the glass is repaired and not replaced where the excess shall be ten pounds (£10).
Non authorised suppliers	Any amount over two hundred and fifty pounds (£250) for each incident, unless the repair or replacement is carried out by our recommended windscreen specialists.
Specialist supplier	Any amount over a thousand pounds (£1,000) for each incident and in all during the period of insurance if our recommended windscreen specialists are unable to fit or replace the glass and you have to use an alternate provider.
Panoramic roof panels	Damage to any fixed panoramic glass roof panels that are an integral part of the body structure of your vehicle .
Recalibration	Any cost involved in recalibrating of any mechanical or electrical cameras or equipment.

To arrange repair or replacement of broken glass

CALL THE 24 HOUR GLASS HELPLINE ON 0333 305 8120

Section 3 – Liability to other people

What you are covered for

- Your legal liability** **We** will indemnify **you** for **your** legal liability for the death of or injury to any person or damage to property of others as a result of **you** driving **your vehicle** or any other vehicle **your certificate of motor insurance** shows **you** are covered to drive. This includes towing any trailer or broken down vehicle, but the towing must be:
- a) allowed by law;
 - b) made without reward;
 - c) configured so that vehicle or trailer being towed is properly attached to **your vehicle**.
- Driving other vehicles** **We** will also indemnify you for you legal liability for the death of or injury to any person or damage to property of others whilst you are driving a vehicle not owned or registered by you, provided that:
- a) Your **certificate of motor insurance** states that you may drive a motor car other than **your vehicle**;
 - b) the vehicle is being driven is
 - i) registered and used within the **territorial limits**; and
 - ii) a car that has been manufactured for the carriage of up to, but not more than, eight people which is designed solely for private use and has not been designed, constructed or modified to carry goods;
 - iii) is taxed and has a current Ministry of Transport test certificate (MOT);
 - c) the vehicle is not hired to you under a hire purchase agreement or financial arrangement;
 - d) You have the permission of the owner to drive the other vehicle;
 - e) There is insurance in force covering the other vehicle but such insurance does not provide cover for you driving it;
 - f) **Your vehicle** is not the subject of a claim for which we have agreed a payment for total loss as described in Section 1 – Loss or Damage to Your Vehicle; and
 - g) the vehicle being driven has not been seized by, or on behalf of, any government or public authority.
- Indemnity to others** **We** will also indemnify the following for their legal liability for the death of or injury to any person or damage to property of others:
- a) Any person allowed on the **certificate of motor insurance** to drive **your vehicle**, provided that :
 - i) they have **your** permission;
 - ii) they comply with the terms of this insurance;
 - iii) they are not using **your vehicle** for their employment or any business use;

- b) Any person who is using (but not driving) **your vehicle** with **your** permission for social, domestic and pleasure purposes;
- c) If **you** ask **us** to do so, any person who is a passenger travelling in, or getting in and out of, **your vehicle**.

Indemnity to employer **We** will also indemnify your employer for their legal liability for the death of or injury to any person or damage to property of others while you are driving **your vehicle** for the purpose of your employers business, provided that:

- a) Such business use is permitted by **us** and is shown on your **certificate of insurance**; and
- b) the vehicle being driven is **your vehicle** and does not belong to and is not the subject of a financial arrangement entered into by **your** employer or business partner; and
- c) the policy is in the name of an individual or partnership;
- d) **your** employer does not have any other insurance providing contingent motor liability.

What is not covered

See also the General Exceptions

This section excludes:

Business use	the use by any person for their business or employment unless agreed by us & shown in your certificate of insurance;
The driver	liability for the death or injury to any person driving your vehicle or in charge of it for the purpose of driving it;
Employment	liability for the death or injury to any person arising out of and in the course of that person's employment by any person entitled to indemnity under this section;
Fines	finer, penalties, punitive or exemplary damages awarded intended to punish the driver's or your wrongdoing;
Goods	damage to anything which either is being carried in or on your vehicle , or is being carried in or on any trailer or other vehicle which is being towed by or attached to your vehicle ;
Limits of indemnity for property damage	any amount beyond twenty million pounds (£20,000,000) in respect of any one claim or series of claims arising from one accident in respect of damage to property of others.
Limits of indemnity for claimants' costs	any amount beyond for claimants' costs for any amount greater five million pounds (£5,000,000) in respect of any one claim or series of claims arising from one accident.
Loading and unloading	liability for death, injury or damage to property caused or arising beyond the limits of any carriageway or thoroughfare in connection with the loading or unloading of your vehicle .
Other insurance	any cover for anyone who is covered by any other insurance.
Own property	Any loss or damage to : a) your vehicle ; b) any property owned by, in the possession of, or in your vehicle or any person who claims indemnity under this section.
Pollution	any loss, damage or liability for death of or bodily injury to any person or damage to property directly or indirectly caused by pollution or contamination unless the pollution or contamination is directly caused by a sudden identifiable unintended and unexpected incident which: a) occurs in its entirety at a specific time and place during the period of insurance ; and b) is caused by your vehicle or the driving of your vehicle . All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

The limit of indemnity for pollution from such sudden identifiable unintended and unexpected cause shall not exceed one million pounds (£1,000,000) for any one claim or series of claims arising from one incident.

- Territorial limits** any **cover** for liability from any proceedings brought against **you** or judgement passed in any court outside of the **territorial limits**, unless the proceedings or judgement arise out of **your vehicle** being used in a foreign country which **we** have agreed to extend **cover** under the terms of Section 8 - Territorial Limits and Using Your Vehicle Abroad and the proceedings are brought and judgement is made in such country.
- Tool of trade** liability for the death, injury or damage to property, arising directly or indirectly out of the operation of **your vehicle** or any trailer attached to it as a tool of trade.
- Trailer or caravan**
- a) death or injury to any person being carried in or on any trailer or caravan;
 - b) damage to any trailer or other vehicle which is being towed by, or attached to, **your vehicle**.
- Unauthorised use** liability for death, bodily injury or damage to property caused by any person taking or using **your vehicle** without **your** permission.

Application of Limits of cover

In the event of any accident involving **cover** for more than one person insured under this section, any limitation by the terms of this policy or any **endorsements** relating to the maximum amount payable shall apply to the aggregate amount of payments on behalf of all such persons **covered** and **your** liability shall be settled in priority.

Section 4 - Defence costs

What you are covered for

In the event of an accident that may give rise to a claim under section 3 of this policy, **we** will at **our** option indemnify **you** for reasonable:

Coroner's inquest costs	solicitors' fees for representation at any Coroner's inquest or fatal inquiry in respect of such accident or for defending in any criminal proceedings relating to such accident;
Legal costs	legal fees and costs incurred in dealing with or defending any action at law by which damages in respect of death, bodily injury or damage are claimed against any person covered under section 3 of this policy;
Manslaughter defence costs	legal expenses in respect of proceedings taken against a person insured under section 3 of this policy for manslaughter, or reckless or dangerous driving causing death, or careless or inconsiderate driving causing death, in respect of their driving at the time of the accident;
Miscellaneous	other legal costs and expenses provided we agree them beforehand.

If **we** agree to pay these costs under this policy, the choice and appointment of legal representation and the extent of any assistance that **we** provide will be entirely at **our** discretion. There will be no agreement to pay these costs unless **we** have confirmed this to **you** in writing.

What you are not covered for

Any costs incurred for:

Appeal costs	Any appeal court costs unless we agree otherwise and the solicitor or barrister that we have appointed considers that there is a more than sixty percent chance of success;
Guilty plea	Any legal representation if you are pleading guilty;
Plea against advice	Proceeding to defend a charge against the advice of any solicitor or barrister that we have appointed;
Representation you arrange	Any legal representation which you arrange without obtaining our consent first;
Territorial limits	any proceedings brought against you or judgement passed in any court outside of the territorial limits , unless the proceedings or judgement arise out of your vehicle being used in a foreign country which we have agreed to extend cover under the terms of Section 8 - Territorial Limits And Using Your Vehicle Abroad and the proceedings are brought and judgement is made in such country.

Section 5 – Personal accident

What you are covered for

Personal accident benefit

We will pay two thousand five hundred pounds (£2,500) to **you** and/or your spouse or civil partner if either is accidentally injured in direct connection with an accident whilst travelling in, or getting onto or out of any private provided that such injury causes:

- a) death;
- b) Total and permanent loss of sight in one or both eyes;
- c) Amputation or irrecoverable loss of use of one or more limbs at or above the wrist or ankle;

of **you** and/or your spouse or civil partner within thirteen (13) weeks of the accident.

What is not covered

See also the General Exceptions

We will not provide any benefit for injury or death:

Alcohol caused while the driver of **your vehicle** was under the influence of alcohol;

Drugs caused while the driver of **your vehicle** was under the influence of drugs other than:

- a) Over the counter pharmaceutical products; or
- b) Prescribed by a qualified medical practitioner (other than for purpose of treating drug addiction);

unless where the patient information provided with the medication recommends the avoidance of driving or operating machinery.

Limit Beyond a limit of two thousand five hundred pounds (£2,500) per person and five thousand pounds in respect of any one accident

Seat belt caused by failure to use a seatbelt.

Self-harm Caused by self-harm or suicide (or any attempt of self-harm or suicide).

This section shall not apply if the policy is held in the name of a corporate organisation, a company or a firm.

Section 6 - Personal belongings

What you are covered for

Physical loss or damage	We will pay to you the cost of repairing or replacing personal belongings in or on your vehicle if they are lost or damaged because of an accident, fire or theft up to a total of £100 any one claim.
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What you are not covered for

This section excludes:

High risk items	loss or damage to money, credit or debit cards, tickets, jewellery, audio and video equipment and media, documents and securities, mobile phones, satellite navigation equipment, computers and tablets.
Other insurance	any item that is insured under another policy;
Tools of trade	tools, trade goods, samples or anything carried in or on your vehicle in connection with your work or employment
Unsecured vehicle	Loss or damage from theft or attempted theft where: <ul style="list-style-type: none">a) all locks have not been engaged; orb) any windows have been left open; orc) the keys have been left in or on your vehicle.

This section shall not apply if the policy is held in the name of a corporate organisation, a company or a firm.

Section 7 - Medical expenses

What you are covered for

Medical expenses from accident	We will refund medical expenses of up to £100 for each person, if you or your driver and/or any passenger is injured as a result of an accident involving your vehicle .
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Section 8 - Territorial limits and using your vehicle abroad

Territorial limits	The cover provided by this policy applies in full while your vehicle is within the territorial limits including the transportation therein by a normal river sea or rail route.
European Union Cover	<p>The insurance we provide in this policy also gives you the minimum cover required by the laws of compulsory insurance for you to use your vehicle on a road in:</p> <ul style="list-style-type: none">a) Any country which is a member of the European Union;b) Any other country which has agreed to follow European Union Directives relating to compulsory motor insurance and is approved by the Commission of the European Union; <p>This minimum cover will be extended to that shown in the schedule for a period of up to thirty (30) consecutive days in any one period of insurance . The same cover will extend to include the processes of loading, unloading and transporting your vehicle to and from the countries in which we have agreed to insure you. Your vehicle must be transported by a recognised sea or motor rail route which takes sixty five (65) hours or less under normal conditions, or by the Channel Tunnel fixed link.</p>
Outside the European Union	<p>Cover for countries outside the European Union is subject to our prior approval so you will need to advise us before you travel.</p> <p>Provided we accept cover and you pay any additional premium required before you travel, cover will be extended to that shown in the schedule including transit risks as defined above under European Union above. We will issue an International Motor Insurance Card (Green Card) specifying the countries for which we have agreed to extend cover.</p>
Customs duty	We will pay any customs duty you are charged if you have to leave your vehicle in one of the countries covered as a result of loss or damage which is covered by this policy.
Other charges	We will insure you against General Average Contributions, Salvage Charges, and Sue and Labour charges you have to pay while your vehicle is being transported by sea, as long as your vehicle is insured for loss or damage and the contribution relates to the value of your vehicle .

General Exceptions

Unless **we** are required to do so by a relevant road traffic law, **we** will not pay for any accident, injury, loss, damage or liability:

- Aircraft and aircraft sites** while **your vehicle** is in or on that part of an aerodrome, airport, airfield or military base provided for:
- a) Aircraft to take off and land or move on the surface; or
 - b) Aircraft parking aprons including the associated service roads, refuelling areas and ground equipment parking areas.
- Contractual liability** arising from a contract or agreement which would not have arisen in the absence of such a contract or agreement.
- Criminal acts** whilst **you** or any person entitled to drive is driving **your vehicle** while:
- a) carrying out a criminal offence for which **you** or such person is subsequently convicted;
 - b) under the influence of drink or drugs;
- In those circumstances, **we** reserve the right to recover from **you** or the driver, all sums paid (including all legal costs), whether in settlement or under a Judgement of any claim arising from the accident where **we** are required to make a payment under the road traffic acts.
- Driving licence** while **your vehicle** is being driven by **you** or any person with **your** permission and **you** or that person:
- a) does not hold a licence to drive **your vehicle** for the use required or has had the licence to drive **your vehicle** revoked; or
 - b) has held but is currently disqualified from holding or obtaining such a licence; or
 - c) does not fully comply with the conditions of their licence;
 - d) holds, or last held a provisional licence, unless:
 - i) that person is accompanied by a full licence holder aged twenty one (21) years or over; and
 - ii) the accompanying full licence holder has held a full driving licence for at least three (3) years.
- Earthquake** caused by earthquake or earthquake shock.
- Radioactive contamination** Directly or indirectly caused by, or contributed to by, or arising from:
- a) Ionising radiations or radioactive contamination from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.

Racing	occurring while your vehicle is being used for pace making, rallying, competitions, speed tests or being driven on any racetrack, circuit or any other prepared course or derestricted toll road including but not limited to the Nurburgring Nordschleife.
Riots	Caused by riot or civil commotion elsewhere than in Great Britain, the Isle of Man or the Channel Islands.
Territorial limits	While outside of the territorial limits of this policy unless extended under the terms of Section 8 of this policy (apart from the minimum cover required by law).
Terrorism and war	<p>arising directly or indirectly out of:</p> <ul style="list-style-type: none"> a) any act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or put the public, or any section of the public, in fear; b) war, invasion, acts of foreign enemies, hostilities or war like operations (whether war be declared or not), civil war, mutiny, revolution, rebellion, insurrection, uprising, military or usurped power; <p>except so far as is necessary to meet the requirements of the laws relating to the compulsory insurance of motor vehicles in any country to which this policy applies.</p>
Use	<p>while your vehicle is being:</p> <ul style="list-style-type: none"> a) driven other than in accordance with the provisions of the certificate of motor insurance; b) used other than in accordance with the provisions of the certificate of motor insurance; c) used other than for the purposes specified in the schedule except while in the custody of a motor trader for service or repair; d) driven by anyone without your permission; e) driven when it is not fit and safe to do so, including but not limited to: <ul style="list-style-type: none"> i) while any load in or on your vehicle is not being conveyed safely; or ii) your vehicle is conveying a load in excess of that for which it was constructed; or iii) carrying a number of passengers that is likely to affect the safe driving of your vehicle;

- f) used for the principal purpose of the transportation of:
 - i) high explosives, such as nitro-glycerine, dynamite and/or any similar explosive;
 - ii) any flammable liquid in bulk;
 - iii) chemicals or gases in liquid, compressed and/or gaseous forms

General conditions

Accident and claims procedure

- 1) **You** must contact **us** using **our** 24 Hour Claims Helpline as soon as possible, about any accident, loss or damage regardless of **your** intention to make a claim under this insurance.

The 24 hour Claims Helpline number is:

0333 305 8120

- 2) **If your** claim is due to theft, riot, attempted theft or vandalism **you** must also inform the Police and obtain a crime reference number;
- 3) **You** must report the accident to the Police and **us** within twenty four (24) hours at the latest if anyone is injured;
- 4) If possible, please note the registration number(s) of the vehicle(s) involved and if the vehicle is a lorry, please also obtain the cab number
- 5) Regarding claims for damage to **your vehicle**:
 - a) **you** must tell **us** about any damage **you** are going to claim for;
 - b) repairs are normally undertaken by **our approved repairer**. If **you** choose not to use **our approved repairer**:
 - i) **you** must obtain a written estimate for repair from **your** repairer before instructing the repairer;
 - ii) **we** will authorise repairs by **your** repairer only if **we** consider the estimate for repairs reasonable;
 - iii) If **we** believe the estimate is unreasonable **we** may at **our** sole option, settle the claim for repairs to **your vehicle** by paying the amount quoted by **our approved repairer** less the applicable **excess**.
- 6) If there are any circumstances that may give rise to a claim against **you** or **us** from someone else **you** must tell **us** as soon as reasonably possible and in no event less than three (3) days after the accident;
- 7) If **you** receive notice of a claim from someone else, **you** must:
 - a) **tell us** immediately;
 - b) send to **us**:
 - i) all correspondence **you** receive;
 - ii) every writ, summons and County Court Claim Form **you** receive.
- 8) **You** must tell **us** immediately if **you** are about to be prosecuted or have to go to an inquest and confirm the same to **us** in writing.
- 9) If **we** ask to examine driving licences and vehicle documentation before agreeing to settle a claim under this policy, **you** must supply this documentation before **we** can proceed with the settlement
- 10) **We** shall have discretion in the conduct of any proceedings or in the settlement of any claim.
- 11) **You** must not admit liability for, or offer to settle, any claim without **our** permission.

- 12) **We** shall be entitled to take over and conduct the defence or settlement of any claim or prosecute any claim in the name of any person **covered** by this insurance.
- 13) No proceedings may be commenced against, or settlement accepted from, any other party without **our** written consent.
- 14) **You** must give **us** whatever co-operation, information and assistance **we** require in dealing with any claim under this policy

Alterations

- 1) **You** must tell **us** of any alterations or changes to **your vehicle**, the **driver** details, **your** business, or any of the details that may affect the **cover** which occur during the **period of insurance** if **you** require them to be covered by this policy. A non-exhaustive list of these include:
 - a) changes to **your vehicle** which improve its value or alter its attractiveness to thieves, performance or handling;
 - b) any change of vehicle;
 - c) change of **your**:
 - i) occupation (including part-time);
 - ii) change of address (including where **your vehicle** is kept);
 - d) change of drivers or their licence status (including test passes, penalty points or disqualifications);
 - e) any drivers suffering a medical condition that requires notification to the DVLA.
- 2) Without affecting the condition relating to cancellation **we** shall be entitled to increase or reduce the premium and/or vary the terms, conditions and exceptions of this policy in respect of the unexpired term of this insurance.
- 3) Xpekt Ltd reserve the right to apply an administration charge of fifteen pounds (£15) for any adjustments **you** make to **your** policy

Excess

Sometimes more than one **excess** can apply in which case **we** add them together. Ask **your** insurance broker or adviser for more details of the total **excess** which may apply.

Fraudulent claims

If **you** or anyone acting on **your** behalf makes a fraudulent claim under this policy, **we**:

- a) are not liable to pay the claim;
- b) may recover any part of the claim already paid from **you**; and
- c) may by notice to **you** treat this policy as having been terminated from the time of the first fraudulent act, and shall not be liable in respect of a relevant event occurring after that time and may retain any premium.

These remedies shall not be available against any other entity insured under this policy that was not implicated in the fraud.

Loss reduction	<p>If you do not comply with any part of any condition which makes payment of a claim conditional upon compliance with it and such compliance would tend to reduce:</p> <ul style="list-style-type: none"> a) losses of a particular kind; b) loss at a particular location; c) losses of a particular time; <p>we will not pay for any claim unless you can show that non-compliance with the condition could not have increased the risk of the loss that actually occurred in the circumstances that occurred.</p>
Other insurance	<p>Except for Section 5 Personal Accident, if there is other insurance which insures the same loss, damage or liability, we will not pay more than our share of the claim. This does not alter our right not to pay anything under Section 3 - Liability to other people where a person apart from you has their own insurance.</p>
Our rights	<ul style="list-style-type: none"> 1) If we have to settle a claim because of the law of any country in which this policy applies which we would not otherwise have paid, we reserve the right to recover the amount from you or the person who incurred the liability; 2) You must allow us to examine your vehicle at any reasonable time.
Sanctions	<p>We shall not provide cover nor be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose us or any member of our group to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any country</p>
Total loss	<p>If, under Section 1 – Loss or Damage to Your Car, we decide to pay to you the pre-accident value of your vehicle instead of repairing it or it is stolen and not recovered, we will allow this insurance contract to continue on a replacement vehicle provided we accept this substitution and you pay the additional premium applicable.</p>
Valid MOT	<p>There must be a valid Department for Transport test certificate (MOT) in force for your vehicle if one is needed by law. In the absence of a valid Department for Transport test certificate (MOT) when one is needed by law all cover under section 1 of this insurance is cancelled and of no effect.</p>
Vehicle maintenance and safekeeping	<p>You must do all that you can to protect your vehicle against loss or damage and maintain it in a roadworthy condition in accordance with relevant road traffic laws.</p>