



Hawkwell

**COMMERCIAL VEHICLE
POLICY**

Hawkwell

Commercial vehicle insurance

Your motor policy

Thank **you** for choosing **us** as **your** motor **insurer**.

You should have three documents: this **policy document**, a **policy schedule** and a **certificate of insurance**. **You** may also have an **endorsement schedule** and a windscreen disc if applicable. Please read all the documents carefully, taking note of any **endorsements** and also the exclusions, general exceptions and general conditions stated in this **policy document**. If the **insurance** described does not give **you** everything **you** need, please tell **us** immediately.

Please note that **we** have relied upon the **information and statements** provided by **you**. **You** must take reasonable care to provide complete and accurate answers to the questions **your** broker or **we** ask when **you** take out, make changes to, and renew **your policy**. If **you** do not do so, this **policy** may not be valid. If **you** have made any mistakes, please tell **us** at once.

Useful contact telephone numbers

UK Claim reporting line and details of nearest repairer

0844 571 3184

Lines are open 24 hours per day, 7 days a week

When reporting an incident from outside the UK call +44 1253 441384

Glass line to obtain assistance for glass replacement and breakage repair

0844 571 3184

Lines are open 24 hours per day, 7 days a week

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What to do if

You have an accident

Helpdesk

You can always obtain advice after an accident or loss of **your vehicle** by calling **our** Helpdesk on **0844 571 3184**. Use this number to report incidents which may lead to a claim, or to arrange for repairs if covered by **your policy**. Telephone calls may be recorded for training and quality control purposes.

General Advice

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;
- **you** must report the accident to the Police within 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 passengers and witnesses;
- make a sketch plan of the accident scene;
- do not admit responsibility for the accident or make any offer of payment without seeking **our** advice;
- excess – **we** will reduce your excess on **your policy** by £50 for the repair to **your vehicle** for any damage caused as a result of a moving road traffic accident involving another vehicle if this is reported to our claims reporting line within 24 hours of the incident.

Repairing your vehicle

If **your vehicle** is damaged and the damage is covered by **your policy**, **you** should consider using our nation-wide network of approved repairers. Each approved repairer will:

- collect **your vehicle** free of charge;
- have authority to proceed with repairs quickly;
- give **your** repair priority;
- clean **your vehicle** after the repair;

What to do if

(continued)

Repairing your Vehicle (continued)

- deliver **your vehicle** to **your** home address;
- guarantee all repairs for three years.

If **you** use our approved repairer **you** will not have to pay anything towards the cost of replacing damaged batteries and tyres.

If you have to pay an excess and/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.

Somebody claims against you

Send all letters and other correspondence to **us** as quickly as possible so that **we** can deal with them for **you**. Always quote **your** claim or **policy** number.

Remember, do not admit responsibility for the accident or make any offer of payment without seeking **our** advice.

Police prosecutions

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.

Your vehicle is stolen

Tell the Police

Please tell the Police as soon as **you** discover the loss and make a note of the crime reference number and station concerned.

The waiting period

There will be a period of time during which the Police will try to find **your vehicle**. If the vehicle is not recovered within 28 days, or the vehicle is recovered damaged, **we** will settle **your** claim on the basis described in Section 1 - Loss or Damage to **your vehicle**.

What to do if

(continued)

You need recommended Specialists

Glass claims

You can call **0844 571 3184** to be connected to **our** preferred suppliers. **You** will need to show them **your Certificate of insurance** before work starts. If **you** have windscreen **cover** and the glass is repaired or replaced, **you** will only need to pay the **excess** referred to in Section 2 - Broken windows and windscreens, of this **policy** and **we** will pay the windscreen company the balance of the bill direct.

Making a change to your policy

You change your vehicle

If **you** change **your vehicle**, **you** must contact **your** broker or adviser. They will need to know the make and model, year of manufacture, engine capacity, registration number and **your** estimate of the value.

You also need to tell **us** if the vehicle is in any way different from the manufacturer's specification. If **you** are not sure, tell **us**.

Please remember to tell **us** and make sure **you** have the **cover you** need before **you** drive **your vehicle**. **You** will need to return **your** old **certificate of insurance**, any windscreen disc if applicable, or provide us with an electronic declaration of surrender within 7 days to comply with Section 147 of the Road Traffic Act 1988 so that **we** can cancel it.

You change your address

We calculate **your** premium according to the area in which **you** live. If **you** change **your** address, tell **your insurance** broker or adviser. **We** also need to know whether **you** will keep **your vehicle** in a garage. If **your vehicle** is not kept in a garage, please tell **us** where **you** will keep it when **you** are not using it.

You want to change the drivers

Your certificate of insurance shows who may drive **your vehicle**. If **you** want to change any of the drivers, tell **your insurance** broker or adviser. They will ask **you** a few questions.

What to do if

(continued)

You want to change the drivers (continued)

Please remember to tell **us** and make sure **you** have the **cover you** need before **you** allow the person to drive **your vehicle**. **You** may need to return **your** old **certificate of insurance** so that **we** can alter it.

You want to take your vehicle abroad

Section 9 of this **policy document** referring to the Territorial limits and using **your vehicle** abroad will advise **you** of the **cover** that applies.

You do not need an International Motor Insurance Card (Green Card) if **you** drive within the European Union. If **you** want to drive outside the European Union **you** will need a Green Card and **you** must contact **your insurance** broker or adviser and ask for this document.

Other changes

You must tell us immediately about the following changes;

- Any change in the use of **your vehicle**
- Any change affecting ownership of **your vehicle**
- Motoring convictions (fixed penalties, driving licence endorsements, or pending prosecution for motoring offences) for any of the people insured or to be insured.

Changes are subject to an administration fee of £15 plus Insurance Premium Tax and some changes may also mean **we** need to alter **your** premium. **Your insurance** broker or adviser will tell **you** if this happens.

The contract of insurance

This **policy** is a contract of **insurance** between **you** and **Insurers** and does not give or intend to give rights to anyone else. Any person or company who is not a party to this **policy** has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this **policy**. This does not affect any right or remedy of a third party which exists or is available apart from that Act.

In return for the premium **you** have paid or agreed to pay (and any tax applicable), **Insurers** will provide the **insurance** as shown in the following pages. This will last during the period of **insurance** shown in the **policy** schedule and during any further period for which **we** may accept a payment for renewal.

We have based **your cover** on the **information and statements** provided by **you**. If any of that information is incorrect, this **policy** may not be valid.

Regulatory status

The **insurers** mentioned in **your Certificate of Insurance**, have entered into an agreement with the administrator of this **policy**, Hawkwell Motor Limited. This agreement empowers an authorised person from Hawkwell Motor Limited to sign and issue all documents in relation to **your insurance policy**.

Hawkwell Motor Ltd is an Appointed Representative of Ambant Underwriting Services Ltd which is authorised and regulated by the Financial Conduct Authority.

Hawkwell are not authorised as an insurer in the UK.

The **Insurer /Insurers** listed on your **Certificate of Insurance** are authorised by:

The Gibraltar Financial Services Commission and subject to limited regulation by the Financial Conduct Authority and the Prudential Regulation Authority(details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request); or
by:

The Prudential Regulation Authority and regulated by Financial Conduct Authority.

The contract of insurance

(continued)

The Insurer / Insurers are also members of the Financial Services Compensation Scheme. If **an Insurer** is unable to meet all of its liabilities to **you** compensation may be available in accordance with the Financial Services Compensation Scheme. More information about the Scheme can be obtained by visiting the website at www.fscs.org.uk.

Cooling-off Period

If this **insurance** does not meet **your** requirements **you** have a 14 day period from the date **you** received the documentation during which **you** may cancel the **policy**. **We** will make a pro-rata premium charge for the number of days **you** have been on **cover**. This charge will be subject to a minimum amount of £25 plus Insurance Premium Tax (IPT).

The full annual premium will be charged should **your vehicle** become the subject of a claim during the Cooling-off Period for which we make, or may make a payment that we are unable to recover in full.

Language

This **policy** is written in English and will be the language used in all communications.

Law which applies to this policy

We and **you** are free to choose the law which will apply to this **policy**, but in the absence of any agreement to the contrary the law of the country in which **you** reside at the commencement of this **policy** will apply.

If **you** are not resident (or in the case of a business, the registered office or principal place of business is not situated) in England or Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man, the law of England and Wales will apply.

Several Liability Notice

The subscribing **insurers'** obligations under contracts of **insurance** to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing **insurers** are not responsible for the subscribing **insurer** who for any reason does not satisfy all or part of its obligations.

A handwritten signature in black ink, appearing to read 'A.J.E. Smith', written over a horizontal line.

A.J.E. Smith
Chief Executive
Hawkwell Motor Limited

Definitions and information

The following defined words will carry the same meaning wherever they are shown in the **policy document**. Defined words are in bold print throughout the **policy document** and are listed in alphabetical order.

Certificate of insurance the document which gives evidence that **you** have a motor **insurance policy** which meets relevant road traffic laws. It also shows:

- the number of **your policy**;
- the registration number of **your vehicle**;
- **your** name as the policyholder;
- the period of **cover**;
- who may drive **your vehicle**;
- whether **you** have **cover** to drive a vehicle other than **your vehicle**;
- the limitations as to the use of the vehicle which **we** have agreed;
- the identity of the **insurers** of your policy

Cover the **insurance we** will provide under the **policy**.

Endorsement a wording which changes the **insurance** in this **policy**.

Endorsement schedule the document headed **endorsement schedule**, which may be provided with this **policy document**. It shows the wordings of any **endorsements** which apply to this **policy**.

Excess the first part of a claim which **you** must pay. 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.

Information and Statements the **information and statements you** have given to **us** when asking **us** to **insure you**. This will include any statement of fact provided by **you** or on your behalf by **your** broker or agent.

Definitions and information

(continued)

Insure/Insurance	an agreement to pay for legal liability, loss or damage.
Insurer/Insurers	the insurer mentioned in your Certificate of Insurance .
Market value	the cost of replacing your vehicle with one of a similar age, type and condition. We use publications such as Glass's Guide and may ask independent motor engineers to help with our total loss valuations.
Policy	your contract of insurance consisting of the information and statements you have provided, this policy document , the policy schedule , the endorsement schedule and the certificate of insurance .
Policy document	this document.
Policy schedule	the document headed policy schedule which is provided with this policy document and shows: <ul style="list-style-type: none"> • your details; • the details and registration number of your vehicle; • the period of cover; • the type of cover, whether comprehensive, third party fire and theft, or third party only; • any endorsements which apply.
We, us, our	Hawkwell Motor Limited.
You, your	the person named as the policyholder in the policy schedule .
Your vehicle	the vehicle described in the policy schedule and any other vehicle for which details have been supplied to us and an effective Certificate of Insurance and/or a windscreen disc if applicable specifying the registration mark has been issued to you .

What cover do you have?

Your policy schedule shows what **cover you** have paid for or agreed to pay for.

Comprehensive

If **your cover** is comprehensive, the whole of this **policy document** applies.

Third Party Fire and theft

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

- **Your motor policy;**
- What to do if;
- The contract of **insurance**;
- Definitions and information;
- What **cover do you** have;
- Section 1, but only if the loss or damage is caused by fire, lightning, explosion, theft or attempted theft;
- Sections 3, 4, 8 and 9;
- General exceptions;
- General conditions;
- Complaints
- **endorsements.**

Third Party only

If **your cover** is third party only, the parts and sections of this **policy document** which apply are:

- **Your motor policy;**
 - What to do if;
 - The contract of **insurance**;
 - Definitions and information;
 - What **cover do you** have;
 - Sections 3, 4, 8 and 9;
 - General exceptions;
 - General conditions;
 - Complaints
 - **endorsements.**
-

Section 1 - Loss or damage to your vehicle

What are you covered for

We will:

- Loss or damage* **cover you** for loss or damage to **your vehicle**, including loss or damage caused by:
- fire, lightning or explosion;
 - theft or attempted theft.
- Accessories* include motoring equipment kept in or on **your vehicle** which has been specifically designed for use with **your vehicle**. This does not include audio and visual equipment, satellite navigation equipment, caravans or any other form of trailer.
- Audio and visual equipment* pay up to £250 for loss or damage to audio and visual equipment permanently fitted to **your vehicle**. This limit will not apply to audio and visual equipment originally fitted by or supplied by the vehicle manufacturer.
- Locks* pay up to £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 **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* offer to replace **your vehicle** with a new one of the same make, model and specification if it is less than 12 months old from the date it was first registered as new in **your** name and:
- it sustains damage for which the cost of repairs would be greater than 60% of the manufacturer's recommended retail price, including taxes; or
 - it is stolen and not recovered;
- provided:
- **you** request it and everyone with an interest in the vehicle agrees; and
 - **we** are able to replace **your vehicle** in the UK; and

Section 1 - Loss or damage to your vehicle *(continued)*

- **your vehicle** is not the subject of a financial arrangement other than a hire purchase agreement.

If **we** replace **your vehicle**, **we** will then own **your** old vehicle.

If **we** cannot replace **your vehicle**, **we** will pay compensation as described in this section.

Vehicles sold as 'ex demonstrators' and 'nearly new' do not qualify for replacement under this section.

Section 1 - Loss or damage to your vehicle (continued)

What we will do if you make a claim

- Claim procedure* **You** must tell **us** about any damage **you** are going to claim for. **You** may choose **your** own repairer, but **you** must send **us** a detailed estimate as soon as possible. **We** will authorise the repairs only if the estimate is reasonable. If **we** believe that the estimate is unreasonable, **we** will have the right to arrange for **your vehicle** to be taken to another repairer.
- Compensation* **We** will decide whether to repair or replace **your vehicle**, or pay in cash for loss or damage to **your vehicle**. A repairer can use parts that have not been produced by the vehicle manufacturer. Whatever **we** decide, **we** will not pay more than the **market value** at the time of the loss or damage.
- If **your vehicle** is uneconomic to repair and is declared a total loss, **we** reserve the right to move it to a place of free and safe storage pending settlement of **your** claim. What is left of the vehicle will become **our** property and **we** will not return **your** premium for the rest of that period of **insurance**.
- If **we** cannot repair or replace a damaged part or accessory, **we** will pay **you** the manufacturer's last listed price.
- Accident recovery and protection* 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** home address after it has been repaired.
- Hire purchase and financial agreement* 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.
-

Section 1 - Loss or damage to your vehicle (continued)

What you are not covered for

We will not pay:

<i>Accessories</i>	more than £100 for any child car seat damaged in a motor accident or stolen from your vehicle .
<i>Audio and Visual equipment</i>	for audio and visual equipment unless it is permanently fitted to your vehicle or supplied by the vehicle manufacturer.
<i>Audio and Visual accessories and telephones</i>	for audio cassettes, digital visual discs, compact discs, telephone systems and telephone accessories.
<i>Breakdowns</i>	for any mechanical, electrical, electronic, computer or computer software breakdown, failure, fault or breakage
<i>Confiscation</i>	for any loss or damage caused by the confiscation or requisition or destruction by or under the order of any government or public or local authority.
<i>Deception</i>	for loss, damage, or refund money from the sale of your vehicle , through someone pretending to be a buyer or that person's agent.
<i>Depreciation</i>	for any loss in value of your vehicle .
<i>Deliberate Damage or road rage</i>	for loss or damage to your vehicle as a result of road rage or deliberate act caused by you or any person who is covered to drive your vehicle .
<i>Excess-</i>	the amount, or amounts, shown in the policy schedule and/or the endorsement schedule , and referred to as the excess . This will apply to each claim for damage to your vehicle . Any amount shown will be additional to any excess applying to young and new drivers or foreign licence holders.
<i>Excess - young and new drivers or foreign licence holders</i>	the amounts shown below for each claim for damage to your vehicle when it is being driven by: <ul style="list-style-type: none"> • any person aged under 21 £500 • any person aged 21 to 24 £250

Section 1 - Loss or damage to your vehicle *(continued)*

- any person aged 25 or over who has not held a full driving licence issued in Great Britain or Northern Ireland, the Isle of Man or the Channel Islands for the 12 months immediately before the damage £250
- any person aged 25 or over holding a full driving licence issued in Great Britain or Northern Ireland, the Isle of Man or the Channel Islands for more than 12 months immediately before the damage £150

these **excesses** will not apply:

- to any loss or damage caused by fire, lightning, explosion, theft or attempted theft;
- when **your vehicle** is in the hands of the motor trade to be serviced or repaired
- to any claim dealt with under Section 2 - Broken windows and windscreens

*Excess -
fire and theft*

the first £150 of any claim for loss or damage caused by fire, lightning, explosion, theft or attempted theft.

*Improving your
vehicle*

for repairs or replacements which improve **your vehicle** beyond its condition before the loss or damage happened.

Keys

for loss or damage to **your vehicle** arising from theft or attempted theft when an ignition key and /or other ignition activation device has been left in or on **your vehicle**, or when **your vehicle** has been left unattended with the engine running.

Loss of use

for loss of use, extra expense or consequential loss which happens as a result of the loss or damage for which **you** are claiming.

*Loss of value
following repairs*

for any reduction in the **market value** of **your vehicle** which results from repairs to the vehicle.

Mis-fuelling

for loss or damage to **your vehicle** following the inappropriate or incorrect type or grade of fuel being used. This includes the cost of draining and cleaning the fuel tank and fuel system.

Modifications

for 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**.

Section 1 - Loss or damage to your vehicle *(continued)*

<i>Repossession</i>	for loss or damage to your vehicle resulting from it being repossessed by its rightful owner.
<i>Security device</i>	for loss or damage to your vehicle if a security system and/or tracking device which we have required you to use 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.
<i>Sonic bangs</i>	for loss or damage to your vehicle caused directly by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speeds.
<i>Tyres</i>	for damage to tyres caused by braking or by cuts, punctures or bursts.
<i>Unauthorised use</i>	for loss or damage to your vehicle as a result of a member of your immediate family or a person living in your home taking or using your vehicle without your permission unless you report that person to the police for taking your vehicle without your permission.
<i>Wear and tear</i>	for wear and tear.

Section 2 - Broken windows and windscreens

What you are covered for

We will pay:

Glass

- up to £250 to replace or repair broken glass in the front windscreen, side and rear windows and sun-roof of **your vehicle** excepting that the limit will not apply if our preferred suppliers are used. (*For contact telephone numbers of our preferred suppliers and assistance please refer to the 'What to do if' section of this policy*)
- for repairing any scratched bodywork which has been caused directly by the broken glass.

What you are not covered for

We will not pay for:

Excess

the first £75 of each claim for replacing windows or glass, or the first £25 for repair.

Section 3 - Liability to other people

What you are covered for

We will:

Your responsibility

cover you for legal liability if **you** have an accident involving **your** vehicle in which:

- another person is injured or dies;
- **you** damage the property of other people.

Towing

provide **cover** while **your vehicle** is being used to tow a caravan, a trailer or a vehicle which has broken down, but only if the tow being made is without reward and in accordance with the relevant law.

Other people

cover the following persons for their legal liability if they have an accident involving **your vehicle**:

- any person allowed on the **certificate of insurance** to drive **your vehicle**, provided they have **your** permission;
- any person who is using (but not driving) **your vehicle** with **your** permission for social, domestic and pleasure purposes;
- if **you** ask **us** to do so, any person who is a passenger travelling in, or getting in and out of, **your vehicle**.

Your employer

cover your employer or business partner provided that:

- 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
 - the vehicle is being driven within the use allowed by the **certificate of insurance**; and
 - this **policy** is in the name of an individual or partnership.
-

Section 3 - Liability to other people

(continued)

What you and other people are not covered for

We will not:

*Limit of liability-
property damage*

provide **cover** for damage to the property of other people for any amount greater than £5,000,000 (five million pounds) in respect of any one claim or series of claims arising from one event caused by and arising in connection with **your vehicle**;

*Limit of liability-
claimants' costs*

provide **cover** for claimants' costs for any amount greater than £5,000,000 (five million pounds) in respect of any one claim or series of claims arising from one event caused by and arising in connection with **your vehicle**;

*Limit of liability-
Property damage
while carrying
hazardous goods*

provide **cover** for damage to the property of other people for any amount greater than £1,000,000 (one million pounds) in respect of any one claim or series of claims arising from one event caused by and arising in connection with **your vehicle** when it is used for the carriage of goods of a hazardous or explosive nature defined as being, petrol, liquid petroleum gas, explosives or chemicals of a volatile, explosive or toxic nature;

*Persons-
exceptions*

provide **cover** for anyone:

- who is covered by other **insurance**;
- **we** agree to **cover** who does not keep to the conditions of this **insurance**;
- driving **your vehicle** without **your** permission;
- using **your vehicle** for their business or employment;
- causing the death of or bodily injury to anyone which arises out of and is in the course of that person's employment by the person claiming except where it is necessary to meet the requirement of the Road Traffic Acts.
- in respect death, injury or damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with the loading or unloading of **your vehicle**;

Section 3 - Liability to other people

(continued)

- in respect of death, injury or damage caused by or resulting from subsidence or flooding except as required by the Road Traffic Acts;
- in respect death, injury or damage caused by or resulting from the use of **your vehicle** or trailer whilst being operated as a tool of trade except as required by the Road Traffic Acts;

Loss or damage-exclusions

pay for loss or damage:

- to **your vehicle**;
- to any caravan, trailer or other vehicle which is being towed by, or attached to, **your vehicle**;
- to anything which either is being carried in or on **your vehicle**, or is being carried in or on any caravan, trailer or other vehicle which is being towed by or attached to **your vehicle**;
- to any property owned by, or in the possession of, or in the care of any person who claims the benefit of **cover** under this section.

Pollution risk

provide cover for any claim in respect of pollution or contamination unless it is caused by a sudden, identifiable, unexpected and accidental incident which happens during the period of this **insurance** and has arisen in connection with **your vehicle**;

provide cover for an amount greater than £1,000,000 (one million pounds) for any one claim or series of claims arising from one event in respect of pollution or contamination.

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 **insurance** or any **endorsements** attaching to this **insurance** 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 - Legal costs

What you are covered for

We will pay:

if **you** or any person entitled to **cover** is involved in an accident which may lead to a claim under this **policy** by another person:

- for the cost of legal services which **we** arrange to defend a charge of manslaughter or causing death by dangerous or careless driving;
 - the fees of any lawyer **we** appoint to represent **you**, or any person who is entitled to **cover**, at any Coroner's inquest or fatal accident inquiry;
 - other legal costs and expenses provided we agree them beforehand.
-

What you are not covered for

We will not:

provide **cover** for:

- any legal representation if **you** are pleading guilty or if **you** want to defend any charge against the advice of the lawyer appointed;
 - any Appeal Court costs;
 - any legal representation which **you** arrange.
-

Section 5 - Accidents involving you or your husband or wife or civil partner

What you are covered for

We will:

pay £1000 if **you** and/or **your** husband or wife or civil partner are injured or die within three months of an accident involving any private motor car **you** are travelling in or getting into or out of. The accident must also be the only cause of injury which results in:

- death;
 - total and permanent loss of sight in one or both eyes;
 - amputation of one or more limbs at or above the wrist or ankle.
-

What you are not covered for

We will not:

provide **cover** for any injury which is:

- self inflicted, or caused by taking alcohol or drugs;
- caused by a natural disease or weakness, or by something **you** have inhaled or eaten;
- caused by medical or surgical treatment, unless the treatment was for an injury **you** have claimed for;
- caused by failure to use a seatbelt when required to do so by a relevant law.

pay more than £1000 to any one person or £2000 in all.

pay from more than one **policy you** hold with **us**.

pay for any claim under this section if the **policy** is held in the name of a corporate organisation, a company or firm.

Section 6 - Personal belongings

What you are covered for

We will pay:

up to a total of £100 for personal belongings in or on **your vehicle** if they are lost or damaged because of accident, fire or theft.

What you are not covered for

We will not pay for:

- audio cassettes, digital visual discs, compact discs, money, securities, jewellery, satellite navigation equipment, telephones and/or telephone accessories;
 - anything carried in or on **your vehicle** in connection with **your** work;
 - anything insured under another **policy**;
 - any belongings if **your vehicle** is unoccupied unless all windows are closed and the doors are locked. Any ignition key or ignition activation device must be removed from **your vehicle** and be with **you** or **your** authorised driver.
 - any claim under this section 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

We will:

refund medical expenses of up to £100 for each person, if **you** or any passenger is injured as a result of an accident involving **your vehicle**.

Section 8- No-claim discount

Conditions relating to No Claim Discount

Discount

If **you** do not make a claim during the period of **insurance**, **we** will apply a discount to the premium **you** pay when **you** renew the **policy** in accordance with **our** scale applicable at the time of renewal.

Effect of making a claim

If **you** only make one claim during a period of **insurance**, **your** no-claim discount will step back by two years. If **you** make two or more claims in a period of **insurance**, **you** will lose all **your** discount.

Transferring the discount

You cannot transfer **your** no-claim discount to anyone else. If this **insurance** applies to more than one vehicle, there will be a separate no-claim discount for each one.

Claims which do not affect your discount

You will not lose **your** entitlement to the no-claim discount if the only claim **you** make is:

- under Section 2 - Broken windows and windscreens;
 - for a claim where **we** have been able to recover in full any payments made by **us**.
-

Section 9 - Territorial limits and using your vehicle abroad

Territorial limits The **cover** provided by this **policy** applies in full while **your vehicle** is in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands or is being transported between those places by a normal air, sea or rail route.

European Union 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:

- any country which is a member of the European Union;
- any other country which has agreed to follow European Union Directives and is approved by the Commission of the European Union.

Provided **you** advise **us** and pay any additional premium before **you** travel, the minimum **cover** will be extended to that shown in the **policy schedule**. The same **cover** will also 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 air, sea or motor rail route which takes 65 hours or less under normal conditions, or by the Channel Tunnel fixed link.

Outside the European Union If **you** require **cover** in countries outside the European Union, **you** will need to advise **us** before **you** travel. Provided **we** agree to accept, **cover** will be extended to that shown in the **policy schedule** including transit risks as defined above under *European Union*. **We** will issue an International Motor **Insurance Card** (Green Card) specifying the countries for which **we** have agreed to extend **cover**.

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 the **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 the vehicle is **insured** for loss or damage and the contribution relates to the value of the 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, liability, or consequential loss:

<i>Airside risk</i>	<p>while your vehicle is in or on that part of an aerodrome, airport, airfield or military base provided for:</p> <ul style="list-style-type: none"> • aircraft to take off and land or move on the surface; or • aircraft parking aprons including the associated service roads, refuelling areas and ground equipment parking areas.
<i>Contractual agreement</i>	<p>occurring as a result of an agreement or contract, unless we would have been responsible anyway if the agreement or contract did not exist.</p>
<i>Driving licence</i>	<p>while your vehicle is being driven by you, or some other person driving with your permission, unless you or that person holds a valid licence to drive that type of vehicle or has held and is not disqualified from holding or obtaining such a licence.</p>
<i>Driving Licence conditions</i>	<p>while your vehicle is being driven by you, or some other person driving with your permission, unless you or that person is driving in accordance with the conditions of their driving licence.</p>
<i>Earthquake</i>	<p>caused by earthquake.</p>
<i>Radioactivity</i>	<p>directly or indirectly caused by, or contributed to by, or arising from:</p> <ul style="list-style-type: none"> • ionising radiations or radioactive contamination from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; • the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear assembly or nuclear component of such assembly.
<i>Riots</i>	<p>caused by riot or civil commotion elsewhere than in Great Britain, the Isle of Man or the Channel Islands.</p>
<i>Terrorism risk</i>	<p>caused by an act of terrorism as defined in the Terrorism Acts.</p>

General exceptions

(continued)

Uninsured drivers while **your vehicle** is being driven by someone, or is in the care of someone for the purpose of being driven, who is not included in the **certificate of insurance** or is being used for a purpose which is not included in the certificate. This general exception will not apply while **your vehicle** is in the care of the motor trade to be serviced or repaired.

Vehicle load if **your vehicle** is carrying any load in excess of the manufacturer's stated maximum carrying capacity of the vehicle.

War risk caused by, or as a result of, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

General conditions

Accidents and claim procedure

You must contact **us** at the following address, as soon as possible, about any event which may lead to a claim under this **insurance**.

Hawkwell Motor Limited,
PO Box 2147
Blackpool
FY4 9BR.
Telephone: 0844 571 3184
Telephone when outside UK: +44 1253 441384

If **you** receive notice of a claim from someone else, **you** must tell **us** immediately and send any correspondence **you** receive to **us**. **You** must send **us** every writ, summons, County Court Claim Form and letter **you** receive. **You** must also tell **us** immediately if **you** are about to be prosecuted or have to go to an inquest.

You must not admit liability for, or offer to settle, any claim without **our** permission. **We** may take over, defend or settle the claim or prosecute in **your** name for **our** own benefit. **You** must give **us** all the help and information **we** need.

Alteration of risk

You must tell **us** at once if there is any change in the information **you** gave to **us** when **we** agreed to **insure you**.

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**.

Cancellation by us

We, or an agent appointed by **us** and acting with **our** specific authority, may cancel this **policy** by sending **you** seven days written notice to **your** last known address. If **you** live in Northern Ireland, **we** will also send notice to the Department of the Environment, Northern Ireland. If **we** do this **you** must send **us your certificate of insurance** and any windscreen disc if applicable, or provide us with an electronic declaration of surrender within 7 days to comply with Section 147 of the Road Traffic Act 1988. Upon receipt, **we** may return **your** premium for the rest of the period of **insurance**.

General conditions*(continued)**Cancellation by
You*

After the Cooling-off Period, referred to in The Contract of **insurance** section of this **policy**, **you** may cancel this **policy** and receive a return of premium provided **you** have not made a claim during the period of **insurance** for which **we** have made or may be required to make a payment. Any claim paid under Section 2 – Broken windows and windscreens, will not affect any entitlement to a return of premium.

If **you** cancel, **you** must send **us your certificate of insurance** and any windscreen disc if applicable, or provide us with an electronic declaration of surrender within 7 days to comply with Section 147 of the Road Traffic Act 1988. Upon receipt we will return the unused part of **your** premium from the date **we** receive **your certificate of insurance**, windscreen disc or electronic declaration of surrender less an administration charge of £15 for the cost of setting up this **policy**.

The following scale of charges will be used to calculate the refund of any premium to **you** following **your** request to cancel the **policy**:

Period of cover used	Percentage of premium payable
One month	20%
Two months	30%
Three months	40%
Four months	50%
Five months	60%
Six months	70%
Seven months	80%
Eight months	90%
Nine months or more	100%

*Changing your
vehicle*

This **policy** applies only to the vehicle shown in the **policy** schedule. If **you** change **your vehicle**, or get an additional one, **you** must tell **us** first if **you** want **cover**.

Disagreements

Where **we** agree that a claim may be made against **us**, but disagree about the amount being claimed from **us**, the dispute may be referred to an arbitrator chosen under the laws relating to arbitration. **You** must wait for the arbitrator's decision before **you** take any further action against **us**.

General conditions*(continued)*

- Drink and Drugs* If an accident happens whilst **you** or any person entitled to drive is convicted of an offence involving drink or drugs, or was driving under the influence of drink or drugs, no cover under the policy will be provided and instead, **our** liability will be restricted to meeting **our** obligations as required by the Road Traffic Act. 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.
- Fraud* If a claim made against **us** is in any way fraudulent, or its amount is deliberately inflated or exaggerated, or it is made with the use of forged or falsified documents, no benefit will be paid under this **policy**.
- Instalment premiums* If **you** pay **your** premium by instalments and **we** do not receive or are unable to collect any payment by the due date **we** will regard this as cancellation and will apply the terms of General condition – *Cancellation by you*.
- Keeping to the conditions* **We** will only provide **cover** as described in this **policy** if the person claiming has fulfilled all the terms and conditions, and the **information and statements** provided by **you** are, as far as **you** know, complete and accurate.
- Other Insurance* Except for Section 5 - Accidents involving **you** or **your** husband or wife or civil partner, if there is other **insurance** which covers 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, of this **policy** where a person apart from **you** has their own **insurance**.
- Our rights* If **we** have to settle a claim because of the law of another country which **we** would not otherwise have paid, **we** reserve the right to recover the amount from **you** or the person who incurred the liability.
- Total Loss* Should **your vehicle** become the subject of a total loss as described in Section 1 – Loss or damage to **your vehicle** – *Compensation* **we** will cancel this **insurance** by writing to **your** last known address. **You** must pay the full annual premium for this **insurance** and any Insurance Premium Tax (IPT). Any unpaid amount may be deducted from the settlement of the claim.

General conditions

(continued)

*Vehicle
examination*

You must allow **us** to examine **your vehicle** at any reasonable time.

*Vehicle
maintenance
and safekeeping*

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. **You** will not be covered if:

- **you** have an accident while **your vehicle**, including its load, is being driven when it is not fit and safe to do so;
 - **your vehicle** is overloaded with passengers or goods.
-

Important notes

Data Protection Act 1998

The information which **you** have given to **us** and any future information will be stored on a computer. It will be used for the administration of this **policy** and for risk assessment, statistical analysis, research and marketing purposes. It will also be used for purposes related to crime prevention. The information, including **your** personal details, may be disclosed to other parties but this will only apply if it is necessary for the performance of any aspect of this **policy**. It may also be transferred to any country outside the United Kingdom.

Information and Data including Sensitive Data

The Data Protection Act 1998 defines sensitive data, which includes information about **your** medical history, any criminal convictions and any pending court proceedings. For full details of sensitive data, reference should be made to the Act or **you** may contact **us** for further advice.

You must make sure that all information **you** have given about other persons is accurate and that **you** have their consent to use it. **You** should show these Important Notes to anyone who is insured by this **policy** to drive **your vehicle**.

By accepting this **insurance you** have agreed to such data and information being processed by **us** or **our** agents. **We** will do all that **we** can to keep information secure at all times.

Data Controller

For the purpose of the Data Protection Act 1998 the Data Controller in relation to any personal data **you** have supplied is Hawkwell Motor Ltd.

Telephone Calls

Telephone calls relating to **your insurance** and any claims may be recorded and monitored. The recordings will be used for fraud prevention, training and quality control purposes.

Anti-Fraud and Theft Registers

Insurers pass information to others including the Claims and Underwriting Exchange Register run by **Insurance Database Services Ltd.** (IDSL Ltd.) and the Motor **Insurance** Anti-Fraud and Theft register, run by the Association of British Insurers (ABI) and the **Insurance** Fraud Bureau (IFB). The aim is to help **us** check information provided and also to prevent fraudulent claims. When **we** deal with **your** request for **insurance**, **we** may search the registers. Under the conditions of **your policy**, **you** must tell **us** about any incident (such as an accident or theft) which may or may not give rise to a claim. When **you** tell **us** about an incident, **we** will pass information relating to it to the registers.

Important notes

(continued)

Motor Insurance Database

Your policy details will be added to the Motor **Insurance** Database (MID), run by the Motor **Insurers'** Information Centre (MiiC). **You** can check this by referring to www.askmid.com.

MID data may be used by the Driver and Vehicle Licensing Authority (DVLA) and the Driver and Vehicle Licensing Northern Ireland (DVLNI) for the purpose of Electronic Vehicle Licensing. MID data will also be used by the Police for the purposes of establishing whether a driver's use of the vehicle is likely to be covered by a motor **insurance policy** and/or for preventing and detecting crime. If **you** are involved in an accident (in the UK or abroad), other UK insurers, the Motor Insurers' Bureau and MiiC may search the MID to obtain relevant **policy** information.

Persons 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.

You can find out more about this from **us** or at www.miiic.org.uk.

Complaints procedure

We aim to give **you** a high standard of service at all times. If at any time that service falls below the standard **you** expect, **you** can take the following action:

- If **your** complaint is about the service **you** have received from **us**, **you** should contact **us** giving details of **your** complaint and send it to:

Customer Relations Manager
Hawkwell Motor Limited
PO Box 2147
Blackpool
FY4 9BR

Tel: 0844 571 3184

Email: customer.relations@hawkwell-motor.co.uk

- If he or she has already been involved and **you** are still dissatisfied, please write to the Chief Executive at the above address, The Chief Executive will arrange for a complete review of **your** complaint and will give a decision.
- If after receiving a Chief Executive “final decision letter” **you** remain dissatisfied **you** may, if **you** are a private policyholder, contact the **Insurance Ombudsman** at the following address:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London E14 9SR
Tel: 0800 023 4567
Email: complaint.info@financial-ombudsman.org.uk

This action may also be taken if the policyholder is a business that employs fewer than 10 people and has an annual turnover not exceeding €2,000,000, or if your complaint is about the service **you** have received from **your insurance broker**.

Please quote **your policy** number in all correspondence.

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