



**INSURANCE POLICY**

## **Motor Fleet**

Please read this document carefully.  
Should you have any questions, please contact your insurance agent.

## Introduction

Thank you for choosing Arista Insurance to be your Motor Fleet insurance provider. This is your policy which sets out your insurance cover in detail.

Please read this policy, the schedule and certificate in conjunction with the statement of fact carefully, to make sure it meets your requirements and that the details shown on the schedule and statement of fact are correct.

Your premium has been based upon the information shown in the schedule and recorded in your statement of fact.

If you have any questions about any of your Motor Fleet insurance documents, please contact your insurance agent or an Arista Insurance office. This insurance is written in English and all communications about it will be in English. Unless we have agreed otherwise with you, this insurance is governed by English law.

### Our Promise to You

Our goal is to provide excellent customer service to all our customers but we recognise that sometimes things may go wrong, We take all complaints seriously and aim to resolve all of our customers problems promptly.

If this cover does not meet with your requirements please return all your documents and Motor Certificate(s) to the insurance agent who arranged your policy within 14 days of receipt. We will return any premium paid in full

If you wish to terminate the cover at any other time please contact the insurance agent who arranged your policy and any return premium calculation will be as stated in this policy

### How to complain

If you have any enquiry or complaint arising from your Motor Fleet insurance policy please contact your insurance agent who arranged the policy for you or Arista Insurance at the address below quoting the policy number in all cases.

If you are not satisfied with the way in which a complaint has been dealt with, please write to:

The Chief Executive  
Arista Insurance Ltd  
68 Lombard Street  
London  
EC3V 9LJ

After this action if you are still not satisfied with the way a complaint has been dealt with you may ask the Complaints Department at Lloyd's to review Your case (This would not affect your rights to take legal action if necessary). The address is:

Complaints Department  
Lloyd's  
One Lime Street  
London  
EC3M 7HA  
Telephone: 020 7327 5693  
Fax: 020 7327 5225  
Email: complaints@Lloyds.com

If you are still not satisfied it may be possible for you to refer your complaint to the Financial Ombudsman Service. The address is:

Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR

(These procedures do not affect your right to take legal action if necessary)

Arista Insurance is an appointed representative of Equity Syndicate Management Limited, which is authorised and regulated by the Financial Services Authority. The Financial Services Authority website which includes a register of all regulated firms can be visited at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register). Alternatively the Financial Services Authority can be contacted on 0845 606 1234.

Arista Insurance Ltd is Registered in England No. 5938669. Registered Office: Library House, New Road, Brentwood, Essex CM14 4GD

This policy is underwritten by Equity Red Star which is managed by Equity Syndicate Management Limited, which is authorised and regulated by the Financial Services Authority.

Equity Red Star is a member of the Financial Services Compensation Scheme (FSCS) you may be entitled to compensation from the scheme if we are unable to meet our liabilities under this insurance. This depends on the type of business and the circumstances of the claim. The first £2,000 of a claim is protected in full and 90% of the remainder of the claim will be met. For compulsory classes of insurance the claim will be met in full. Further information about the compensation scheme arrangements is available from the FSCS. Information can be obtained on request, or by visiting the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk).

### **Data Protection**

We may use the details you have given to provide you with a quotation, deal with your policy, to search credit reference agencies who may keep a record of the search, to support the development of our business by including your details in customer surveys and for market research and compliance business reviews.

We share your details with those companies who are underwriting your policy, with approved organisations for fraud prevention purposes and with companies where we are legally obliged to do so.

We may also share your details with third parties so that we may tell you of products and services, which we think may interest you by telephone, email or post. If you do not want to know about these products or services please write to Arista Insurance Ltd, 68 Lombard Street, London EC3V 9LJ.

Under the Data Protection Act we can only discuss the details given with you. If you would like anyone else to act on your behalf please let us know. Your details will not be kept for any longer than is necessary.

Under the terms of the Data Protection Act 1998, you are entitled to a copy of all the information Arista Insurance holds about you.

Your personal details may be transferred to countries outside the EEA. They will at all times be held securely and handled with the utmost care in accordance with all principles of UK law.

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## Motor Fleet Insurance

This policy is underwritten by Equity Red Star unless otherwise specifically noted on your schedule. This policy is a legally-binding contract of insurance between you (the insured) and Equity Red Star. The contract does not give, or intend to give, rights to anyone else. No-one else has the right to enforce any part of this contract. We may cancel or change any part of the contract without getting anyone else's permission. The contract is based on the information you provided in the statement of fact. Equity Red Star have agreed to insure you under the terms, conditions and exceptions contained in this policy or in any endorsement applying to this policy. The insurance provided by this policy covers any liability, loss or damage that occurs during any period of insurance for which you have paid, or agreed to pay the premium.

Signed for and on behalf of Equity Red Star



Chief Executive Officer  
ARISTA INSURANCE

### Definitions

**We, us** – Arista Insurance on behalf of Equity Red Star.

**Equity Red Star** - is made up of the Lloyd's underwriters who have insured you under this contract. Each underwriter is only liable for their own share of the risk and not for any other's share. You can ask us for the names of the underwriters and the share of the risk each has taken on.

**You** - the person named as 'the policyholder' in the schedule, any certificate of motor insurance or renewal notice applying to this insurance.

**The schedule/amended schedule** - the document showing the vehicle(s) we are insuring and the cover which applies.

**Certificate of motor insurance** - a document which is legal evidence of your insurance and which forms part of this policy, and which must be read with this policy.

**Statement of fact** - This is a record of the information that You provided to your agent and any assumptions made about You and your business upon which your insurance quotation is based.

**Your vehicle, the insured vehicle** - any vehicle specified in the schedule or described in the current certificate of motor insurance (and under Liability to Others section only, an attached caravan or trailer).

**Articulated vehicle** - a goods carrying vehicle made up of a power unit and one semi-trailer.

**A trailer** - a trailer or semi-trailer or container used for carrying goods but which cannot itself be driven.

**United Kingdom** - England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

**Endorsement** - a change in the terms of the insurance which replaces the standard insurance wording, and is printed on, or issued with, the schedule or a revised schedule.

**Excess** - a contribution by you towards a claim under this insurance.

**Period of insurance** - the period of time covered by this insurance (as shown in the schedule) and any further period we accept your premium for.

### Cover

#### The cover you have.

Your schedule shows you what cover you have. The different types of cover are listed below. Find the cover you have and see the sections that apply.

- Comprehensive - all sections apply.
- Third party, fire and theft - Liability to Others section, Loss of or Damage to your Vehicle section (except accidental or malicious damage and vandalism), Unauthorised Use section, Unlicensed Drivers section and Foreign Use section apply.
- Third party only - Liability to Others section, Unauthorised Use section, Unlicensed Drivers section and Foreign Use section apply.
- Fire and theft - Loss of or Damage to your Vehicle Section section (except accidental or malicious damage and vandalism) applies. (You can only have this cover if your vehicle is not on a public road or other public place and is not being used.)
- Accidental damage, fire and theft – only Loss of or Damage to your Vehicle section applies. (You can only have this cover if your vehicle is not on a public road or other public place and is not being used.)

The general terms, conditions and exceptions apply to all sections of the insurance.

### Use

**The insurance only covers your vehicle if it is being used in the way specified in your certificate of motor insurance or endorsement.**

**The following uses are not covered:**

- Racing, pacemaking or being in any contest or speed trial or any rigorous reliability testing on your vehicle (apart from road safety rallies and treasure hunts).
- Using your vehicle on any race track or circuit other than accidents to which the Road Traffic Act applies.
- Any purpose connected with the motor trade, unless this use is described in your certificate.
- Hiring out the vehicle, unless this use is described in your certificate.

### Guidance notes

*These guidance notes are to help you to understand your insurance. They do not form part of the contract. In all situations the guidance notes must be read with the full text of your policy.*

*This policy is a contract of insurance between you and us.*

*We rely on the information you supply. If that information is not accurate or complete, you may not be covered by this insurance.*

**Remember** – *You must tell us about any change in the information you supplied or any change you want us to make to the policy. If you do not, you may not be covered by this insurance.*

*Our liability under this insurance depends on the cover we have agreed to give you, provided you have paid all the premium due to date.*

**Important:** *The certificate of motor insurance describes what you can use your vehicle for.*

**Claims helpline**

**Accident and theft damage**

**Claims helpline**

**0844 800 9906**

If your vehicle is damaged as a result of an accident, fire, theft or vandalism call our **24-hour helpline** on the phone number shown above.

**Windscreen damage**

**Claims helpline**

**0844 800 2751**

If your vehicle's windscreen is damaged, call our **24-hour helpline** on the phone number shown above.

**Claims procedure**

**Important:** Do not admit that you are responsible, or make any offer, promise or payment without written permission from us.

Follow the procedures below.

- Send us written details as soon as possible after any accident, injury, loss or damage.
- Send us, unanswered, any letter or other communication as soon as you receive it from anyone else involved.
- Immediately tell us about any prosecution, coroner's inquest or fatal accident inquiry involving any person covered by this insurance.
- Give us all the information and help we need.

**Guidance notes**

*If you need to make a claim you can call our **helpline** which is open 24 hours a day, 365 days a year. All claims will be handled by Equity Claims Ltd staff who will deal with your claim quickly, avoiding any further stress or worry.*

*Please have your current certificate of motor insurance available when you phone.*

*We may take control of handling and negotiating any claim. We may take over the rights of any person covered under this insurance.*

## Liability to others section

### Driving your vehicle

We will insure you for all the amounts you may be legally liable to pay for:

- death of or injury to other people; or
- damage to property;

as a result of any accident you have while you are driving, using or in charge of your vehicle or while you are loading and unloading your vehicle.

### Other people driving or using your vehicle

In the same way you are insured we will also cover the following people:

- Any person you allow to drive or use your vehicle, as long as this is allowed by your current certificate of motor insurance and has not been excluded by an endorsement, exception or condition.
- Any passenger who causes an accident while travelling in or getting into or out of the insured vehicle as long as you ask us in writing, after the accident, to indemnify the passenger.

### Limits of indemnity to property damage in respect of private cars

The most we will pay for property damage is £20,000,000 for any one claim or claims arising out of one incident.

The most we will pay for costs and expenses arising from property damage is £5,000,000 for any one claim or claims arising out of one incident.

If there is a property damage claim made against more than one person covered by this insurance, we will deal with any claim made against you first.

### Limits of indemnity to property damage in respect of all other vehicles, including private cars used for hire purposes

The most we will pay for property damage is £5,000,000 for any one claim or claims arising out of one incident.

If there is a property damage claim made against more than one person covered by this insurance, we will deal with any claim made against you first.

### Legal personal representatives

After the death of anyone who is covered by this insurance, we will deal with any claim made against that person's estate, provided that the claim is covered by this insurance.

### Costs and expenses

#### Legal costs

If we first agree in writing, we will pay:

- solicitor's costs if anyone we insure is represented at a coroner's inquest, fatal accident inquiry or court of summary jurisdiction;
- reasonable costs for legal services to defend anyone we insure against any prosecution arising from any death; and
- all other legal costs and expenses we agree to.

We will only pay these legal fees if they arise from an accident that is covered under this insurance.

#### Emergency medical treatment

We will pay for emergency medical treatment that is needed after an accident involving any vehicle which this insurance covers.

(We must provide this cover under the Road Traffic Acts.)

#### European Union (EU) (Compulsory cover)

We will provide the minimum insurance needed by the relevant law to allow you to use your vehicle:

- in any country which is a member of the EU; and
- in any other countries which have made arrangements to meet the insurance conditions of, and are approved by, the Commission of the European Union.

## Guidance notes

*This section shows the cover provided for claims made by other people for injury to them or damage to their property.*

*This part covers claims made against you.*

*This part covers claims made against people other than yourself from incidents involving your vehicle.*

*It covers:*

- other people driving your vehicle with your permission (if shown on the certificate); and
- passengers.

*If anyone insured dies, cover will be provided for a legal representative.*

- We will pay the solicitor's fees for representing or defending anyone we insure.
- If any person covered by this insurance is charged with causing death while driving, we will arrange and pay for their defence.
- We will pay any legal costs and expenses we have agreed to.

*We will pay the compulsory fee for emergency medical treatment after an accident.*

*The policy automatically provides the minimum cover you need to use your vehicle in all countries in the European Union and in certain other countries. The minimum cover varies from country to country.*

## Towing

Under this section we will insure you while any vehicle covered by this insurance is towing a caravan, trailer or a broken-down vehicle (as allowed by law).

We will not pay any claim arising from the following:

- Damage to or loss of the towed caravan, trailer or broken-down vehicle.
- Damage to or loss of any property being carried in or on the towed caravan, trailer or broken-down vehicle.
- A caravan, trailer or broken-down vehicle being towed for reward.
- Towing more trailers than the number allowed by law.
- If more than one caravan, trailer or broken-down vehicle is being towed at any one time.

We will only provide this cover if:

- the caravan, trailer or broken-down vehicle is properly secured to your vehicle by towing equipment manufactured for the purpose; and
- the method of towing the caravan, trailer or broken-down vehicle stays within the manufacturer's recommended towing limits and any other relevant law.

## Indemnity to principals

As far as is necessary to meet the requirements of any agreement or contract entered into by you for the performance of work, we will insure the Principal at your request provided the Principal complies with the terms and conditions of this insurance in so far as they can apply.

## Contingent liability

We will insure you while an employee of yours uses, on your business, a vehicle not belonging to you or supplied by you provided:

- you have given express permission for the vehicle to be used on your business;
- you have taken all reasonable steps to ensure that there is in force in the employee's name a separate policy of motor insurance giving you cover for such use;
- there is no cover provided by any other insurance.

We will not be liable:

- for any loss or damage to such vehicle; or
- to cover any person driving such vehicle.

## Joint liability

If this policy is in the name of more than one person, we will cover each person as if an individual policy has been sent to each. We will cover each against the liability of the other, as long as the liability, loss or damage is not covered by any other insurance.

## Unauthorised movement

We will insure you in respect of any accident caused by, through or in connection with the movement of any motor vehicle not belonging to you and not in your custody or control provided such vehicle is impeding the legitimate passage of your vehicle and:

- is being moved by an employee of yours;
- is being moved in connection with your business;
- is not the property of the employee moving it;
- is not covered by any other insurance covering such accident, damage or loss.

## Exceptions to Liability to others section

**This section of your insurance does not cover the following:**

- Anyone who can claim for the same loss from any other insurance.
- Loss of, or damage to, property belonging to (or in the care of) anyone we insure and who is making a claim under this part of the insurance.
- Death of or bodily injury to any person arising out of and in the course of their employment by the policyholder or by any other person claiming under this insurance. This does not apply if we need to provide cover due to the requirements of relevant laws.
- Death, bodily injury or damage arising out of the spraying of crops.
- Death, bodily injury or damage arising off the road as a result of the loading or unloading of your vehicle by anyone apart from the driver or attendant.

## Guidance notes

*Under this section you can tow a caravan, trailer or broken-down vehicle. You are only covered for claims made against you.*

- *There is no cover for loss of or damage to the caravan, trailer or broken-down vehicle.*
- *There is no cover for loss of or damage to any property in or on the caravan, trailer or broken-down vehicle.*
- *You must not be receiving a payment for towing the caravan, trailer or broken-down vehicle.*
- *You must only be towing one caravan or broken-down vehicle.*
- *The caravan, trailer or broken-down vehicle must be properly secured to your vehicle.*
- *The way you are towing the caravan, trailer or broken-down vehicle must meet any law and the manufacturer's guidelines.*

*This covers your Principals provided they conform to the requirements of this document.*

*This covers you if an employee uses their own vehicle or a vehicle loaned to them, on your business, if the employee's insurance fails to operate.*

*You must take steps to establish that the employee does have insurance covering them for such use.*

*We will not cover the vehicle being used or the employee driving it.*

*Where there is more than one name included in your title, we will insure the parties jointly described.*

*We will insure you if an employee moves a vehicle not belonging to you or the employee, which is blocking their passage.*

*We do not have to provide cover or settle claims under Liability to Others section if any person claiming under this insurance:*

- *can claim for the same loss from any other insurance;*
- *is claiming for loss of or damage to any insured vehicle or property belonging to them;*
- *is claiming for death or injury to any employee during the course of their work other than accidents to which the Road Traffic Act applies;*
- *is claiming for death, injury or damage, arising from any form of crop spraying; or*
- *is claiming for death, injury or damage (except the driver or attendant) while loading or unloading off the road.*

## Loss of or damage to your vehicle section

### This cover only applies to your vehicle

We will insure your vehicle against loss or damage (less any excess that applies) caused by:

- accidental or malicious damage and vandalism;
- fire, lightning, self-ignition and explosion; or
- theft or attempted theft, or taking the vehicle away without your permission.

### Accessories and audio, visual or telephone equipment

Your vehicle's spare parts and fitted accessories are insured in the same way, as long as they are used with your vehicle, are kept in or on your vehicle and fall within the maximum amount we pay.

Permanently-fitted audio, visual and telephone equipment is also insured against loss or damage, but we will only pay the market value of the equipment at the time of the loss or damage. We will only pay up to £750 for items which are not the manufacturer's standard fitted equipment. We will not pay for loss of or damage to cassettes, compact or mini discs, DVDs or accessories used with the audio, visual or telephone equipment.

### Loss of keys

We will pay up to £1,000 if the keys for your vehicle are lost or stolen and have not been recovered. We will pay for the cost of replacing entry key and transponders, ignition and steering locks that can be opened or operated with the lost items, provided you inform the police of the loss as soon as it is discovered.

### Trailer cover – (only applies to commercial vehicles)

If your vehicle is articulated or a rigid body vehicle, we will also insure any semi-trailer or draw bar trailer against loss or damage, while it is attached to the vehicle or temporarily detached during the course of a journey.

If the combined value of the power unit and semi-trailer or draw bar trailer, is greater than the last total value of the vehicle you told us and we accepted, we will only pay the value shown in the schedule.

### For a claim under this section we may either:

- pay for the damage to be repaired;
- pay an amount of cash to replace the lost or damaged item; or
- replace the lost or damaged item.

### The most we will pay will be either:

- the market value of your vehicle immediately before the loss (including its accessories and spare parts) up to the value shown in the schedule; or
- the cost of repairing the vehicle;

whichever is less.

We will not pay the cost of any repair or replacement which improves your vehicle or accessories to a better condition than they were in before the loss or damage. If this happens you must make a contribution towards the cost of repair or replacement.

### New car replacement

If your car is less than one year old from the date of first registration as new in your name, and the cost of repairing any loss or damage (that is covered by this document) is more than 50% of the insured value of the car we will replace your car with a new car of the same make, model and specification, if one is available. If one is not available we will pay you up to the market value of the vehicle. We will then own the damaged vehicle.

### Transport after an accident

If your vehicle cannot be driven after an accident, we will pay the reasonable cost (where necessary) of taking your vehicle to a repairer near to your vehicle's location, and returning it after the repair to your last known address. Do not attempt to move the vehicle yourself if this could increase the damage. If unnecessary damage is caused as a result of attempts to move your vehicle, we will not pay any extra cost arising from that damage.

## Guidance notes

*Under this section we will provide cover when your vehicle suffers loss or damage caused by the events shown opposite.*

*Your vehicle's accessories or spare parts are also covered.*

*Loss or damage to audio, visual and telephone equipment is also insured (less any excess you must pay). To contact our authorised suppliers phone our **helpline on 0844 800 9906**.*

*If your keys are stolen we will pay for replacement keys and locks to be fitted to your vehicle.*

*We will also pay for loss or damage to any semi-trailer or draw bar trailer of an articulated or rigid body vehicle, as long as the value of both vehicles is not greater than the amount stated on the schedule.*

*These are the ways we may settle your claim.*

*The market value of your vehicle is the cost of replacing it with one of the same make, model, age, type and condition.*

*We will not pay for any part of a repair or replacement which leaves the vehicle in a better condition than it was in before.*

*If your vehicle cannot be driven after an accident, we will pay the cost of removing it to the nearest repairer.*

*We can arrange help if you call our **24-hour helpline on 0844 800 9906**.*

*This section shows you what you have to do if your vehicle needs repairing after an accident.*

*If you want to avoid the need to get estimates you can call our **24-hour helpline on 0844 800 9906**.*

## Repairs

Repairs can be arranged quickly and without the need to get an estimate by using our **24-hour helpline**. Call us on **0844 800 9906**.

If your vehicle can be driven safely and is damaged in a way which is covered by this insurance, you must send us an accident report form. You must also send two estimates from different garages so that we can decide on a suitable repairer.

If your vehicle cannot be driven safely after an accident, you may arrange for repairs to be started if you first get an estimate and immediately send it to us with a full report of the incident.

We may arrange for your vehicle to go to a repairer of our choice if we cannot reach an agreement with the repairers over costs.

### Total loss (write-off)

If your vehicle is considered to be a write-off (if the cost of repairs is greater than the market value of the vehicle), we will offer you an amount as compensation. This insurance for your vehicle will end when you accept that offer.

If we ask, you must return the certificate of motor insurance and the schedule before we pay the compensation.

The vehicle then becomes our property.

We may decide to let the insurance continue on a replacement vehicle and an additional premium may be required.

### Financial interest

If the vehicle belongs to someone else, or is part of a hire purchase or leasing agreement, we will normally pay an amount for the total loss of the vehicle to the vehicle's legal owner.

### Windscreen damage (comprehensive cover only)

You may claim for damage to your vehicle's windscreen or windows and for any bodywork scratched by broken glass from the window or windscreen. This benefit does not apply to damaged sun roofs, roof panels, lights or reflectors whether glass or plastic.

- If the repair or replacement is carried out by our authorised windscreen replacement company, you will have unlimited cover and you will only have to pay the first £50 of each claim. (Please contact our **24-hour helpline** on **0844 800 2751** for details of our authorised windscreen replacement company).
- If the repair or replacement is carried out by any other repairer, you will have unlimited cover but you will have to pay the first £100 of each claim.

No excess will apply if the windscreen can be repaired instead of replaced.

### Excesses

If an excess is shown in the schedule, you have agreed to pay that amount for each incident of loss or damage.

### Extra excesses for young or inexperienced drivers

If your vehicle is damaged while a young or inexperienced person (including yourself) is driving you will have to pay the first part of the cost as shown below. This is on top of any other excesses which you may have to pay.

#### Drivers/ Amount

- |   |      |
|---|------|
| • Under 21 years of age   | £300 |
| • Aged 21 to 24 years of age  | £200 |
| • 25 years of age or over but who have a provisional driving licence or who have held a full EU driving licence for less than 12 months | £200 |

You will not have to pay the amounts shown above if the loss or damage is caused by fire or theft.

### When your vehicle is being serviced

The cover provided under this section will still apply when your vehicle is being serviced or repaired. While the vehicle is in the hands of the motor trade for a service or repair we ignore any restrictions on driving or use (as shown in your certificate of motor insurance).

## Guidance notes

*This section shows you what you have to do if your vehicle needs repairing after an accident.*

*If you want to avoid the need to get estimates you can call our **24-hour helpline** on **0844 800 9906**.*

*If your vehicle becomes a write-off and we offer you a payment, the insurance will end for that vehicle when you accept the offer.*

*The insurance cover can only be transferred to a replacement vehicle if we give our permission.*

*If the vehicle is on hire purchase or belongs to someone else we may settle the claim directly with them.*

*This section provides cover for damage to glass in the windscreen or windows, including the cost of supplying and fitting. This section also covers scratching of the bodywork resulting only from such damage.*

*To contact our authorised suppliers phone our **24-hour windscreen helpline** on **0844 800 2751**.*

*An excess applies to this cover. Please contact our **24-hour windscreen helpline** for details.*

*An excess is the amount you must pay towards every claim for loss or damage to your vehicle.*

*Note: These excesses are added to any other excesses which apply.*

*When your vehicle is with a motor trader for servicing or repair you continue to have the cover provided under Loss of or Damage to your Vehicle section.*

### Exceptions to loss of or damage to your vehicle section

This section of your insurance does not cover the following.

- The amount of any excess shown in the schedule.
- An amount as compensation for you not being able to use your vehicle (including the cost of hiring another vehicle).
- Wear and tear.
- Failures, breakdowns or breakages of mechanical, electrical, electronic or computer equipment.
- The vehicle's value reducing, including loss of value as a result of damage, whether repaired or not.
- Repairs or replacements which improve the condition of the vehicle.
- Damage to tyres, unless caused by an accident to your vehicle.
- Damage due to liquid freezing in the cooling system, unless you have taken reasonable precautions as laid down by the vehicle manufacturer's instructions.
- Loss of or damage to accessories unless they are permanently attached to your vehicle.
- Any amount over the last known list price of any part or accessory, plus the reasonable cost of fitting the part or accessory, if the vehicle manufacturer or its agent cannot supply it from stock held in the United Kingdom.
- Loss of or damage to the vehicle by someone who got it by fraud or deception.
- Loss resulting from repossessing the vehicle and returning it to its rightful owner.
- Loss of or damage to your vehicle or its contents by theft or attempted theft or an unauthorised person taking and driving it if:
  - it has been left unlocked;
  - it has been left with the keys in it;
  - it has been left with the windows, roof panel or the roof of a convertible vehicle open; or
  - reasonable precautions have not been taken to protect it.

### Unauthorised use section

We will insure you under this policy if an employee of yours uses your vehicle without authority but we will not be liable to cover your employee.

### Unlicensed drivers section

We will insure an unlicensed driver under this policy when a licence is not required by law provided the driver is old enough to have obtained a licence to drive the vehicle had one been required by law.

### Medical expenses section

We will pay up to £250 for each person for the medical expenses of anyone who is injured while they are in your vehicle as a result of an accident involving your vehicle.

### Guidance notes

**Important:** There are certain circumstances which are not covered and these are shown opposite.

*It is important that you take all reasonable measures to avoid loss or damage, such as removing your keys from the ignition when the vehicle is unattended (for example, do not leave the keys in the ignition when paying for petrol, or leave the vehicle unattended and the engine running). Also make sure that any immobiliser or alarm system is turned on.*

*We will cover you if an employee uses your vehicle without your authority but will not cover the driver.*

*We will cover you if a vehicle is used on a site where a licence is not required but the driver must be old enough to drive the vehicle under normal licencing regulations.*

*You can claim up to £250 a person for necessary medical treatment after an accident.*

## Personal belongings section

We will pay up to a total of £250 for personal belongings in or on your vehicle if they are lost or damaged because of an accident, fire, theft or attempted theft.

### This cover does not apply to:

- Money;
- Goods or samples connected with your business;
- Property insured under any other contract;
- Property that was not reasonably protected.

## Foreign use section

In respect of Foreign Use the cover shown on the schedule will apply to any member country of the European Union, Andorra, Norway and Switzerland (including Liechtenstein) in respect of Private Cars and Commercial Vehicles.

In respect of any other Countries or vehicles other than shown above you should contact us and if we agree to provide cover we may require an additional premium.

If cover is provided the following benefits apply:

### Insurance cover

This insurance is extended to apply to claims occurring:

- In any country which we have agreed to provide cover for ; and
- While the vehicle is being transported (including loading and unloading) between ports in countries where you have cover, as long as the vehicle is being transported by rail or a recognised sea route of not more than 65 hours.

### Customs duty and other charges

If your vehicle suffers any loss or damage covered by this insurance, and the vehicle is in any country which we have agreed to provide cover for, we will do the following:

- Refund any customs duty you have to pay after temporarily importing your vehicle into any of the countries where you have cover.
- If your vehicle cannot be driven because of any loss or damage, we will pay the reasonable cost of delivering the vehicle to you at your address after the repairs have been made.
- Refund any general average contributions, salvage charges and sue and labour charges incurred during transit of your vehicle.

### Foreign representatives

In the event of a claim abroad you can contact one of our foreign representatives. Their details can be found on our 'Foreign Travel Guidance Note' that can be obtained from your agent.

## Guidance notes

*Personal belongings in your vehicle are also covered up to an amount of £250.*

*Certain items are not covered as shown opposite.*

*You must take reasonable care of your property – for example, put your personal belongings in the boot and do not leave your vehicle unlocked.*

*This section describes the cover available if you take your vehicle abroad.*

*Where we provide insurance we will cover you in the countries which we have agreed to and when your vehicle is travelling by rail or sea between these countries.*

*If your vehicle suffers any loss or damage that is covered by this insurance and the vehicle is in a country where you have cover, we will refund any customs duty you pay to temporarily import your vehicle.*

*We will also pay the reasonable cost of delivering the vehicle to you after repairs have been made.*

*We will also refund any general average contributions you have been required to make resulting from the transit of your vehicle.*

*The guidance note provides details of the names, addresses and telephone numbers of our foreign representatives.*

## General terms

### Payments for journeys (car sharing) – (only applies to private cars)

You can accept payments from passengers in your vehicle if you are giving them a lift for social or other similar purposes. Accepting these payments will not affect your insurance cover if:

- the vehicle cannot carry more than 8 people (including the driver);
- you are not carrying the passengers in the course of a business of carrying passengers; and
- the total of the payments you receive for the journey does not provide a profit.

## Guidance notes

*This cover allows you to enter into a car sharing agreement, and you can accept contributions from your passengers as long as you do not make a profit and you do not carry more than 8 passengers.*

*Note: If you are not sure whether a car sharing agreement is covered by this insurance please ask us.*

## General exceptions

**These general exceptions apply to the whole insurance.**

**Your insurance does not cover the following.**

1. Any liability, loss or damage arising while any vehicle covered by this insurance is being:
  - used for a purpose which the vehicle is not insured for;
  - driven by or is in the charge of anyone who is not mentioned in the certificate of motor insurance as a person entitled to drive or who is excluded by an endorsement;
  - driven by anyone (including you) who you know is disqualified from driving, has never held a licence to drive the vehicle, or is prevented by law from having a licence (unless they do not need a licence by law);
  - used in or on restricted areas of airports or airfields. We will not pay for any claim concerning an aircraft within the boundary of the airport or airfield; or
  - used to carry any load which is more than it was constructed to carry and more than the specified maximum capacity.
2. Any liability, loss or damage that is also covered by any other insurance.
3. Any liability, loss or damage that occurs outside the United Kingdom other than where we have agreed to provide cover. See Foreign Use section.
4. Any liability you have accepted under an agreement or contract unless you would have had that liability anyway.
5. Any result of war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, or military or usurped power (except where we need to provide cover to meet the minimum insurance required by the relevant law).
6. Any liability, loss or damage arising directly or indirectly from acts of terrorism, as defined in the UK Terrorism Act 2000, except where we need to provide the minimum insurance required by the Road Traffic Act
7. Direct or indirect loss, damage or liability caused by, contributed to or arising from:
  - earthquake;
  - riot or civil commotion occurring in Northern Ireland or outside the United Kingdom, (except where we need to provide cover to meet the minimum insurance required by the relevant law);
  - ionising radiation or contamination from any radioactive nuclear fuel, or from any nuclear waste from burning nuclear fuel;
  - the radioactive, toxic, explosive or other dangerous property of any explosive nuclear assembly or nuclear part of that assembly;
  - carrying any dangerous substances or goods which you need a licence from the relevant authority for (except where we need to provide cover to meet the minimum insurance required by the relevant law); or
  - pressure waves caused by aircraft and other flying objects.
8. Any proceedings brought against you, or judgment passed in any court outside the United Kingdom, unless the proceedings or judgment arises out of your vehicle being used in a foreign country which we have agreed to extend this insurance to cover.
9. Any liability, (except where we need to provide the minimum level of cover needed by law), for claims for death, injury, illness, loss or damage to property arising directly or indirectly from pollution or contamination.

This exception:

- relates to contamination or pollution caused directly or indirectly by the discharge or leaking of any substance, liquid, vapour or gas; and
- includes contamination or pollution of any building or other structure, water, land or the air.

We will not pay for claims arising directly or indirectly from contamination or pollution where it is caused by any substance, liquid, vapour or gas being deliberately discharged or leaks caused by the failure to maintain or repair your vehicle, or any part of it.

## Guidance notes

*Throughout the insurance you have seen exceptions which apply to each section. These general exceptions apply to all the sections.*

*You must hold a valid driving licence and you should make sure the people you allow to drive also have a valid driving licence and are not disqualified.*

*In the event of war or similar occurrence, we will provide the minimum amount of cover necessary under the relevant law.*

*Accident, injury, loss, damage, indirect loss or legal liability occurring as a result of the items specified opposite are not covered.*

*We will not cover proceedings brought or judgments passed in any court abroad unless we have agreed to extend this insurance to cover that country.*

*We will not be liable for claims for death, injury, illness, loss or damage to property arising directly or indirectly from pollution or contamination.*

## General conditions

1. We will only provide the cover described in this insurance if:

- anyone claiming protection has met all the conditions in this document; and
- the information you gave for the statement of fact is, as far as you know, correct and complete.

2. Your premium is based on the information you supplied at the start of the insurance and when it is renewed. If you have failed to provide us with complete and accurate information, this could lead to your claim being denied or the insurance not being valid.

3. If a claim is made which you or anyone acting on your behalf knows is false, fraudulent or exaggerated, we will not pay the claim and cover under this insurance will end. If you or anyone acting on your behalf provides false or stolen documentation in support of a claim, we will not pay the claim and this insurance will end.

4. After any loss, damage or accident you must give us full details of the incident, in writing, as soon as possible. You must also give us any information and assistance that we may ask for.

5. You must send every communication about a claim, (including any writ or summons) to us without delay and unanswered. You must also tell us if you know about any future prosecution, coroner's inquest or fatal accident inquiry involving anyone covered by this insurance.

You must not admit to, negotiate on or refuse any claim unless you have permission from us.

6. You must take all reasonable steps to protect your vehicle from loss or damage and to maintain it in an efficient and roadworthy condition.

You must let us examine your vehicle at any reasonable time.

7. You must supply the details we need of any vehicles covered by this insurance for the purposes of the Motor Insurance Database. Refer to Important notice at the end of this policy for full details regarding the Motor Insurance Database.

8. We can:

- take over, conduct, defend or settle any claim; and
- take proceedings, at our own expense and for our own benefit, to recover any payment we have made under this insurance.

We will take this action in your name or in the name of anyone else covered by this insurance. You, or the person whose name we use must co-operate with us on any matter which affects this insurance.

9. If we accept your claim, but disagree with the amount due to you, the matter will be passed to an arbitrator who we both agree to. When this happens, the arbitrator must make a decision before you can start proceedings against us.

10. We or your intermediary may cancel this insurance by sending 7 days' notice, in writing, to your last known address (and in the case of Northern Ireland to the Department of the Environment, Northern Ireland). We will refund the part of your premium which applies to the remaining period of the insurance. We will send this refund to your insurance agent.

11. You may cancel this insurance at any time by telling us in writing and sending back your Certificate(s) of motor insurance and the schedule. If you have not made any claim in the current period of insurance, we will work out the charge for the time you have been covered by your insurance (using our short-period rates shown below) to the date we receive your certificate(s). We will then refund any amount we owe you to your insurance agent. If a claim has been made, we will not give you a refund.

Period you have had cover for	Up to 1 week	Up to 1 month	Up to 2 months	Up to 3 months	Up to 4 months	Up to 6 months	Up to 8 months	Over 8 months
Percentage of annual premium covering that period	15%	25%	30%	50%	60%	75%	90%	Full Premium
Percentage of refund	85%	75%	70%	50%	40%	25%	10%	Nil

## Guidance notes

*This part describes certain responsibilities and procedures.*

*The insurance only covers any person who meets these conditions. The information given to us in the statement of fact (which is the basis of this contract) must be true and complete to the best of your knowledge.*

*We will not pay a claim which is false, fraudulent or exaggerated.*

*The procedure for reporting accidents and losses to us:*

- Report any incident to us as soon as possible.
- Immediately advise us as soon as you become aware of any court proceedings, inquest or inquiry.

*No one may admit any liability or negotiate any claim without our written permission.*

*Your vehicle must be kept in an efficient and roadworthy condition and be protected from loss or damage.*

*Vehicle details are recorded on the Motor Insurance Database. You must supply the information required for this*

*Once you have asked us to deal with a claim under this insurance, we have the right to conduct the negotiations as we see fit.*

*When we accept a claim but we disagree over the amount we will pay, the matter will be referred to an arbitrator for a decision. A decision must be made before you can take any legal action against us.*

*We may cancel the insurance giving you 7 days' notice in writing. If we do so, you are entitled to a refund of part of your premium.*

*You may cancel this insurance and be entitled to a refund if you have not made a claim and you return the certificate(s).*

12. If there are a number of claims for property damage arising out of any one cause, we may, at any time, pay you up to the maximum amount payable under Liability to Others section. (We will deduct from this amount any sums already paid as compensation). On paying this amount, we will withdraw from any further action connected with the settlement of these claims.

We will pay any legal costs and expenses incurred with our consent, up to the time we withdraw from dealing with the claims.

13. If, under the law of any country which this insurance covers you in, we must settle a claim which we would not otherwise have paid, we may recover this amount from you or from the person who made the claim.

14. If you have agreed to pay your premium under the Arista Insurance instalment plan, the following will apply:

- **If you do not pay an instalment at renewal -**

If you do not pay the instalment due at renewal all cover under this contract will end from that date. You must then return your certificate(s) of motor insurance to us.

- **If you do not pay your instalment at any other time -**

If you do not pay an instalment when it is due, we may refuse to pay any claim arising from an event which happens on or after that date. If you do not pay a previously unpaid instalment when we ask a second time, we will cancel this contract from the due date of the first unpaid instalment. All cover under this contract will end and you must return your certificate of motor insurance to us.

- If your vehicle is written off before you have paid all your instalments, and we agree to pay your claim, the amount you owe for the year's premium will be taken from the claim payment.
- If any extra premium is needed during the period of insurance, it will be spread out over the remaining instalments due for that year. If you have already paid all your instalments, you must immediately pay any extra premium when it is due.

#### Important notice

You must tell us as soon as possible about any changes which affect your insurance and which have occurred since the insurance started or since the last renewal date. If you are not sure whether certain facts are relevant, please ask your insurance agent or Arista Insurance office. If you don't tell us about relevant changes, your insurance may not cover you fully, or at all.

#### Here are some examples of the changes you should tell us about:

- A change of vehicle (including extra vehicles).
- All changes you or anyone else make to the vehicle if these make the vehicle different from the manufacturer's standard specification (whether the changes are mechanical or cosmetic).
- A change of address.
- A change of business activity.
- A new main user of the vehicle.
- Details of any driver who you have not told us about before or who is excluded by the certificate of motor insurance or an endorsement but who you now want to drive.
- Details of any motoring conviction, disqualification or fixed penalty offence of any person allowed to drive or of any future prosecutions for any motoring offence.
- Details of any accident or loss (whether or not you make a claim) which involves your vehicle or which occurs while you are driving anyone else's vehicle.
- Details if you or any other person allowed to drive your vehicle suffers from a notifiable condition not notified to DVLA or any condition for which DVLA have restricted the licence.

#### Guidance notes

*We may, at any time, pay you the maximum amount in respect of claims for property damage under Liability to Others section, if there are a number of claims arising out of any one cause.*

*We may recover our expenses if we have to pay a claim which this insurance would not normally cover.*

*If you pay your premium by instalments each instalment must be received on or before the date it is due. If it is not, we may refuse to pay any claim. If the unpaid instalment is not paid when asked for the second time, we will cancel the cover.*

*You have a duty to let us have full details of any change which affects your insurance.*

*You should keep a written record (including copies of letters) of any information you give us, or your insurance agent.*

*You should tell us about the changes shown opposite.*

***Important: you should immediately write and tell us about any accident.***

### Motor Insurance Database (MID)

The Fourth EU Motor Insurance Directive (enacted in 2003) is designed to improve the claims process for EU citizens claiming against an insurer based in another EU member state following an accident outside their home territory.

One of its requirements is that a claimant should be able to identify the relevant insurer from the registration number of a vehicle.

In the UK this legislative requirement is met by the Motor Insurance Database (MID), which has been designed to provide a record of all insured motor vehicles registered for use on the road.

One of the major benefits of the MID is that it helps the Police combat uninsured driving and tens of thousands of checks are made on the MID every day by the Police.

The Motor Vehicles (Compulsory Insurance) (Information Centre and Compensation Body) Regulations 2003 place obligations on us as an insurer and you regarding the keeping and supply of information.

### What this means in Practice

There are two different approaches depending on the size of your fleet and these are explained below:

#### Fleets - less than 30 Vehicles

We will supply the details of your policy such as policyholder name, address, policy number, inception and expiry date to the MID.

We will also supply the vehicle details at inception and any changes throughout the year and at renewal to the MID.

You do however need to make sure you advise your insurance agent **immediately** when vehicle changes happen and the previous page also provides more detail regarding other relevant changes.

It is very important that your vehicle details are up to date on the MID or your vehicle may be seized by the Police.

#### Fleets - 30 Vehicles and above

You will supply vehicle changes to us on a quarterly basis due to the size of the fleet for premium calculation purposes.

However the regulations place a direct obligation on you to load your vehicle details at inception and update the MID within **14 days** of the effective date of any vehicle acquisition or disposal. This applies to all changes other than temporary additions of less than 14 days.

Therefore you will need to submit the vehicle information direct to the MID, online at the MID website, [www.midupdate.com](http://www.midupdate.com)

You will need a security code to access the website and load and update your vehicles and this can be obtained from the Equity Red Star MID helpdesk on **0870 787 4290** (open 9am – 5pm Monday to Friday).

The regulations require that you record the following information on the MID:

- Vehicle registration number
- The 'on' and 'off' dates for each vehicle

It is important that your vehicle details are up to date on the MID or your vehicle may be seized by the Police.

Please be aware that if you refuse or fail to maintain or supply the information you will be guilty of an offence and shall be liable on conviction of a fine up to £5,000.

The insurance industry is obliged to report offenders to the authorities and we are also required to share information on compliance with other insurers.

### Additional information

Additional information can be obtained on the MID from the following website, [www.miic.org.uk](http://www.miic.org.uk) or please call the Equity Red Star MID helpdesk on **0870 787 4290** if you require any further help.

*It is important you are aware if we are loading and updating vehicle information or if you need to take action.*

*The MID helpdesk is there to assist you and can be contacted on **0870 787 4290**.*

*Failure to take action may result in a large fine on Fleets of 30 vehicles and above.*



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