



# Fleetsure

POLICY



This is your Equity Red Star Fleetsure Insurance document. Read this booklet, the schedule and certificate carefully and keep them in a safe place.

If you have any questions about any of your motor insurance documents, call your adviser or Equity Red Star 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.**

We aim to provide a first-class service.

If you have any cause to complain, or you feel that we have not kept our promise, please contact your insurance adviser.

- If you are not happy with the way the matter is dealt with, please write to the Chief Executive of Equity Red Star. When you do this, quote your insurance document number, which is on your certificate of motor insurance and schedule. Send your complaint to: Equity Red Star, Library House, New Road, Brentwood, Essex CM14 4GD.
- After this action, if you are still not satisfied with the way a complaint has been dealt with, you may ask the Policyholder & Market Assistance department at Lloyd's to review your case.

The address is:

Policyholder & Market Assistance department, Lloyd's Market Services, One Lime Street, London EC3M 7HA.

Telephone: 020 7327 5693

Fax: 020 7327 5225

E-mail: [Complaints@Lloyds.com](mailto:Complaints@Lloyds.com)

- If you are still not satisfied, it may be possible for you to refer your complaint to the Financial Ombudsman Service (FOS).

The address is:

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

(These procedures do not affect your right to take legal action if you need to.)

Equity Red Star is managed by Equity Syndicate Management Limited, which is authorised and regulated by the Financial Services Authority. Our registration number is 204851. You can visit the Financial Services Authority website, which includes a register of all regulated firms at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register). Alternatively you can contact the Financial Services Authority on 0845 606 1234.

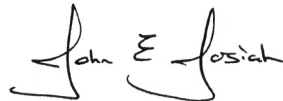
Equity Syndicate Management Limited is registered in England No. 426475. Registered office: Library House, New Road, Brentwood, Essex, CM14 4GD.

As we are members of the Financial Services Compensation Scheme (FSCS), you may be entitled to compensation under the scheme if we cannot pay out all valid claims under this insurance. This depends on the type of policy you have and the circumstances of the claim. The scheme will cover 90% of the claim with no upper limit. For types of insurance you must have by law (such as third-party insurance for motor claims), the scheme will cover the whole claim. You can get more information about the scheme from the FSCS or you can visit their website at [www.fscs.org.uk](http://www.fscs.org.uk).

## Fleetsure Insurance

This document is a legally-binding contract of insurance between you (the insured) and us (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 your signed proposal form or statement of insurance. We have agreed to insure you under the terms, conditions and exceptions contained in this booklet or in any endorsement applying to this booklet. The insurance provided by this document 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



Underwriter

## Definitions

**We, us** - 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 insured' in the schedule, or as 'the policyholder' in 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 document, and which must be read with this document.

**Your vehicle, the insured vehicle** - any vehicle specified in the schedule or described in the current certificate of motor insurance (and under section 1 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.

## 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 document.

This document 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 document. If you do not, you may not be covered by this insurance.

## Guidance notes

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

**Important:** The certificate of motor insurance describes what you can use your vehicle 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 (shown as COMP) - all sections apply.
- Third party, fire and theft (shown as TPFT) - section 1, section 2 (except accidental or malicious damage and vandalism), sections 3, 4 and 7 apply.
- Third party only (shown as TPO) - sections 1, 3, 4 and 7 apply.
- Fire and theft (shown as FT) - only section 2 (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 (shown as ADFT) - only section 2 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.

## Claims helplines

### Accident and theft damage

**Claims helpline**  
**0844 800 1931**

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

### Windscreen damage

**Claims helpline**  
**0844 561 1934**

If your vehicle's windscreen is damaged, call our **24-hour helpline** on the telephone 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.
- By giving us as much information as you can we will be able to make sure that your claim is settled as speedily as possible.

### 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. Our staff 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.

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## Section 1 - Liability to others

### 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 for 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, as long as 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 Act.)

### 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.

If you need the full cover shown in the schedule, see section 7 - Foreign use.

## 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, we will provide cover 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. To make sure you have the cover shown in the schedule see section 7- Foreign use.

### 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.

### 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 your 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 your employee uses, on your business, a vehicle you do not own or have supplied as long as:

- you have given express permission for the vehicle to be used on your business;
- you have taken all reasonable steps to make sure that there is a separate motor insurance policy, in the employees' name, giving you cover for that use; and
- 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 document is in the name of more than one person, we will cover each person as if we had sent an individual insurance document 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 as long as the vehicle is preventing your vehicle from passing 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; and
- is not covered by any other insurance covering such accident, damage or loss.

## Exceptions to section 1

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

1. Anyone who can claim for the same loss from any other insurance.
2. 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.
3. 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.
4. Death, bodily injury or damage arising out of the spraying of crops.
5. 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.

## Section 2 - Loss of or damage to your vehicle

**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 and 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 £500 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. However, you must let the police know about the loss as soon as it is discovered. You will not have to contribute to any loss under this extension.

### 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 about and which we have 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.

### Guidance notes

We do not have to provide cover or settle claims under section 1 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 relevant law 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.

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 call our **helpline on 0844 800 1931**.

If your keys are stolen we will pay for replacement keys and locks to be fitted to your vehicle. You will not have to contribute to any loss under this extension.

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 combined value 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.

## Guidance notes

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 1931**.

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 1931**.

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.

You can only transfer the insurance cover 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 this kind of damage.

To contact our authorised suppliers call our **24-hour windscreen helpline on 0844 561 1934**.

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

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.

### 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.

### Repairs

Repairs can be arranged quickly by using our **24-hour helpline**. Call us on **0844 800 1931**.

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.

If we accept a replacement vehicle, we may charge an appropriate additional premium.

### 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 561 1934** for details of our authorised repairers.)
- 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.

## 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).

## Exceptions to section 2

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

- 1 The amount of any excess shown in the schedule.
- 2 An amount as compensation for you not being able to use your vehicle (including the cost of hiring another vehicle).
- 3 Wear and tear.
- 4 Failures, breakdowns or breakages of mechanical, electrical, electronic or computer equipment.
- 5 The vehicle's value reducing, including loss of value as a result of damage, whether repaired or not.
- 6 Repairs or replacements which improve the condition of the vehicle.
- 7 Damage to tyres, unless caused by an accident to your vehicle.
- 8 Damage due to liquid freezing in the cooling system, unless you have taken reasonable precautions as laid down by the vehicle manufacturer's instructions.
- 9 Loss of or damage to accessories unless they are permanently attached to your vehicle.
- 10 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.
- 11 Loss of or damage to the vehicle by someone who got it by trickery, fraud or deception.
- 12 Loss resulting from repossessing the vehicle and returning it to its rightful owner.
- 13 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.

## Guidance notes

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

These amounts 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 section 2 (loss of or damage to your vehicle).

**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.

### Guidance notes

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

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

You can claim up to £500 a person for necessary medical treatment after an accident.

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.

When travelling abroad, please apply to us before your trip and we will normally agree to extend your cover.

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

If you do not let us know you are going abroad, we will only give you the minimum cover provided under section 1.

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 made resulting from transporting your vehicle.

### Section 3 - Unauthorised use

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

### Section 4 - Unlicensed drivers

We will insure an unlicensed driver under this document 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.

### Section 5 - Medical expenses

We will pay up to £500 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.

### Section 6 - Personal belongings

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; or
- property that was not reasonably protected.

### Section 7 - Foreign use

If you take your vehicle abroad, we will extend your cover to include the benefits shown in the section under 'Insurance cover' and 'Customs duty and other charges' as long as;

- you have contacted us before your trip and we have agreed to extend your cover. You must pay any additional premium, that we require; or
- we have given you documents covering the use of your vehicle in any member state of the European Union, Andorra, Norway and Switzerland (including Leichtenstein).

#### Insurance cover

We will extend this insurance to apply to claims which happen:

- 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 the transporting of your vehicle.

## 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 eight 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.

### Changing or adding a vehicle to this insurance

If you change the vehicle covered by this insurance, or get an extra vehicle which you want cover to apply to, you must tell us in writing and we must agree before cover can start. We may issue a revised certificate of motor insurance and may ask for the return of the old certificate of motor insurance. We will give you advice on any change in premium and we will send you a new schedule confirming our acceptance.

## 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 7 passengers.

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

We must be told about, and agree to, any new or extra vehicle. If there is any change in premium, we will let you know and send you a new schedule.

## 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.

If the vehicle is being used to carry passengers for hire and reward, drivers must keep within any Local Authority Licencing Regulations.

The insurance does not extend outside the United Kingdom, apart from the minimum cover provided by section 1 (compulsory cover in the EU) or unless cover is extended under section 7.

If there was a war or similar event, we will provide the minimum amount of cover you need under the relevant law.

We will not cover accident, injury, loss, damage, indirect loss or legal liability which happens as a result of the items shown opposite.

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.

## 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);
  - driven by anyone who is contravening local authority licencing regulations in respect of public hire or private hire vehicles;
  - used in or on restricted areas of airports or airfields. We will not pay for any claim to do with 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 happens outside the United Kingdom apart from when travelling in a member country of the European Union, Andorra, Norway, Switzerland (including Liechtenstein) or unless you have paid an extra premium to extend your cover outside the United Kingdom. (See section 7 - Foreign use)
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 which happens 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);
  - ionizing 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 plant or any part of it;
  - carrying any dangerous substances or goods for which you need a licence from the relevant authority (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 cover to meet the minimum insurance required by the relevant 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 any substance, liquid, vapour or gas, leaking or being released; 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 released or leaks caused by the failure to maintain or repair your vehicle, or any part of it.

#### **Guidance notes**

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

## 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 proposal (which is the basis of this contract) must be true and complete as far as you know.

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

Report any incident to us as soon as possible.

Immediately let us know as soon as you become aware of any court proceedings, inquest or inquiry.

Nobody 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 we need for this.

Once you have asked us to deal with a claim under this insurance, we have the right to carry out 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 by giving you seven 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.

## General conditions

- 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 on your proposal form and declaration is, as far as you know, correct and complete.
- 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.
- 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 documents to support a claim, we will not pay the claim and this insurance will end.
- 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 help that we may ask for.
- 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.
- 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.
- You must supply the details of any vehicles covered by this insurance for the purposes of the Motor Insurance Database.
- We can:
  - take over, conduct, defend or settle any claim; and
  - issue 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.
- 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.
- We, or your intermediary, may cancel this insurance by sending seven 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 adviser.
- You may cancel this insurance at any time by telling us in writing and sending back your certificate 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. We will then refund any amount we owe you to your insurance adviser. If a claim has been made, we will not give you a refund.

Period you have had cover for	Up to one week	Up to one month	Up to two months	Up to three months	Up to four months	Up to six months	up to eight months	Over eight 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

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 shown under section 1. We will take from this amount any amounts we have already paid as compensation. On paying this amount, we will withdraw from any further action connected with settling 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 you have agreed to pay your premium under the Equity Red Star instalment plan, the following will apply:

- 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 of motor insurance to us.
- 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, we will take the amount you owe for the year's premium from the claim payment.
- If we need any extra premium 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.

14. 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.

### Important notice

You must tell us as soon as possible about any changes which affect your insurance and which have happened since the insurance started or since the last renewal date. If you are not sure whether certain facts are relevant, please ask your insurance adviser or Equity Red Star office. If you do not 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 activities.
- A change in the use of the vehicle.
- 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 happens 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 section 1, if there are a number of claims arising out of any one cause.

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.

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

You should tell us about the changes shown opposite.

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

## Guidance notes

An endorsement alters the cover provided by either all or part of your insurance.

An endorsement only applies if the number of the endorsement appears in your schedule under 'Endorsements applicable.'

## Endorsements

### **Important - This appendix forms part of the insurance.**

An endorsement only applies if the endorsement's number is shown in the relevant place in your schedule. Details of all endorsements are shown either in this appendix or are supplied with your schedule.

If an endorsement number in the schedule is followed by an amount, the specified endorsement will be limited to the amount shown.

If an endorsement number is followed by a vehicle registration number, the specified endorsement will only apply to the vehicle which has that registration number.

If an endorsement number is followed by a person's name, or a type of person, the specified endorsement applies only to that person or type of person.

### **Endorsement number 01 - Damage, fire and theft excess**

We will not pay the first amount shown in the schedule for any claim under section 2 of this document.

This endorsement will not apply to claims made for windscreen damage only, and the amount shown is on top of any other amount which you may have to pay under this insurance.

### **Endorsement number 02 - Damage, fire and theft excess for specified people**

We will not pay the first amount shown in the schedule for any claim under section 2 of this document for an event which happens while your vehicle is being driven by, or is in the charge of, the people named against this endorsement number.

This endorsement will not apply to claims made for windscreen damage only, and the amount shown is on top of any other amount which you may have to pay under this insurance.

### **Endorsement number 03 - All sections excess**

We will not pay the first amount shown in the schedule for any claim under this document.

You only pay the amount (called the 'excess') shown in this endorsement once for each incident, regardless of the number of claims which arise from that incident.

The term 'claim' includes any payment for costs, fees and other indirect expenses.

### **Endorsement number 04 - All sections excess for specified people**

We will not pay the first amount shown in the schedule for any claim under this document for an event which happens while your vehicle is being driven by, or is in the charge of, the people named against this endorsement number.

You only pay the amount (called the 'excess') shown in this endorsement once for each incident, regardless of the number of claims which arise from that incident.

The term 'claim' includes any payment for costs, fees and other indirect expenses.

### **Endorsement number 05 - Amendment of cover**

Your cover is limited to that shown against this endorsement number for any claim from an event which happens while the people named in the schedule are driving or in charge of your vehicle.

### **Endorsement number 09 - Deleted sections**

Any section, or part of a section shown by a number or description in the schedule does not apply to this insurance.

### **Endorsement number 10 - Diabetic or epileptic clause**

If the person named against this endorsement number is driving any insured vehicle when it is involved in an accident, and the accident is caused or contributed to by the failure of such person to properly carry out any prescribed treatment or report for a medical examination recommended by his or her doctor, the cover we provide for any claim arising out of the accident is limited to the minimum cover needed to meet the relevant law.

**Endorsement number 11 - Drinks and drugs clause**

If an accident, which happens when the person named against this endorsement number is driving the insured vehicle, results in that person being convicted of an offence involving drink or drugs, or an equivalent offence under the laws of other countries where this insurance provides cover, the cover we provide for that accident is limited to the minimum cover needed to meet the relevant law.

**Endorsement number 12 - Driving exclusions**

We will not provide any cover while your vehicle is being driven by, or is in the charge of, any person under the age stated against this endorsement number.

**Endorsement number 13 - Excluding inexperienced drivers**

We will not provide any cover while your vehicle is being driven by, or is in the charge of, any person who has continuously held a full EU driving licence for less than 12 months.

**Endorsement number 14 - Excluding commuting to and from work or study**

We will not provide any cover while your vehicle is being driven by, or is in the charge of, the person named against this endorsement number if the vehicle is being used to travel to or from their place of business, work or study.

**Endorsement number 15 - Limited driving exclusion**

We will not provide any cover while your vehicle is being driven by, or is in the charge of, any person under the age shown against this endorsement number (other than a person named against this endorsement).

**Endorsement number 16 - Individual certificates to apply**

An effective certificate of motor insurance, specifying the registration mark of the vehicle, has been delivered to you.

**Endorsement number 18 - Owner's endorsement**

The person or organisation named against this endorsement number owns the vehicle.

**Endorsement 22 – Suspension of all cover**

All cover under this document is suspended until further notice.

**Endorsement 23 – Suspension of cover other than fire and theft**

All cover, except for fire and theft as provided by section 2 of this document, is suspended.

**Endorsement number 24 - Theft excess**

We will not pay the first amount shown in the schedule for any theft claim under section 2 of this document.

The amount shown is on top of any other amount which you may have to pay under this insurance.

**Endorsement number 36 - Damage cover for trailers**

Section 2 of this document also applies to loss of or damage to any trailer (details of which have been given to us) while it is being used with your vehicle if:

- you have told us the value of the trailer;
- we are not liable for loss of or damage to any contents in the trailer; and
- the trailer is securely parked with the brakes on when it is not attached to your vehicle.

**Endorsement number 40 - Unlimited audio or telephone equipment cover**

The limit of £500 for audio and telephone equipment in section 2 is removed. Any amount you must pay towards the replacement costs stays the same.

**Endorsement number 41 - Fire and theft excess**

We will not pay the first amount shown in the schedule for any fire and theft claim made under section 2 of this document.

The amount shown is on top of any other amount which you may have to pay under this insurance.

**Guidance notes**

An endorsement alters the cover provided by either all or part of your insurance.

An endorsement only applies if the number of the endorsement appears in your schedule under 'Endorsements applicable'.

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### **Endorsement number 42 - 'In all' excess**

The young or inexperienced drivers excess shown in section 2 will not apply on top of the excess shown in endorsement number 02 for the person named against this endorsement number.

### **Endorsement number 45 - Road Traffic Act cover - mechanical equipment**

We will only provide you with the minimum cover, under section 1, needed to meet the relevant law while part of a vehicle (such as a crane or item of mechanical equipment) is being used.

### **Endorsement number 46 - Premises use only**

You are not insured while your vehicle is on any road or highway which the public has access to.

### **Endorsement number 47 - Limited road use**

We will only cover you for up to 6 miles in any one week, while your vehicle is on any road or highway which the public has access to.

### **Endorsement number 99**

Wherever this endorsement number is shown in the schedule it will refer to an individual endorsement supplied with your schedule or which has already been issued to you.

