

# [Business CarShield Policy]







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**This policy (and the schedule which forms an integral part of the policy) is a legal contract. Please examine it thoroughly to ensure it meets your requirements. If it does not please advise your insurance adviser immediately.**

**We would remind you that you are required to inform us immediately of any facts or changes which we would take into account in our assessment or acceptance of this insurance. Failure to do so may invalidate your Policy or result in certain covers not operating fully. If you are in any doubt as to whether a fact is material or not, please contact your insurance adviser.**

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Tower Insurance Company Limited (herein called the Insurer) and the Insured agree that

This Policy the Schedule (including any Schedule issued in substitution) Certificate of Insurance, the Proposal and any Endorsement shall be considered one document and any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears

Any information supplied by the Insured shall be incorporated in the contract

The Insurer will provide the insurance described in this Policy subject to the terms and conditions for the Period of Insurance shown in the Schedule and any subsequent period for which the Insured shall pay and the Insurer shall agree to accept the premium



# **Business CarShield Policy**

The Insurers will provide insurance in the terms of this Policy and Schedule in respect of accidental injury loss or damage occurring during the Period of Insurance in the Isle of Man Great Britain Northern Ireland the Republic of Ireland and the Channel Islands or during transit by sea between any of these territories

The Period of Insurance includes any subsequent period for which the Insurers may accept payment for the renewal of this Policy

The proposal and declaration and any premium payment agreement made by the Policyholder are the basis of and form part of this Policy

Please read this Policy and Schedules to ensure that they are in accordance with your requirements

# Section 1 Loss or Damage to the Motor Car

- A - Comprehensive Cover** If the Motor Car or its spare parts or its accessories are lost or damaged the Insurers will at their own option indemnify the Policyholder by repairing or replacing or paying the amount of the loss or damage
- The Insurers liability shall not exceed
- 1 In respect of the Motor Car or its spare parts or its accessories not described in paragraph 2 below
    - i the market value or
    - ii £100,000 or any higher amount specified in the Schedule whichever is the less
  - 2 £750 in total for any one occurrence in respect of permanently fitted accessories designed for audio or visual entertainment or communication purposes unless a higher amount is specified in the Schedule
- B - Cover for Fire and Theft only** If the Policy Cover is stated in the Schedule to be **Third Party Fire and Theft** the Insurers shall be liable under this Section only for loss or damage caused by fire lightning explosion theft attempted theft or the taking away of the Motor Car without the consent of the Policyholder
- C - Better Car Benefit** If the Policy Cover is stated in the Schedule to be Comprehensive and the Motor Car was
- a purchased new by the Policyholder and is
  - b owned by him or hired to him under a hire purchase agreement and is
  - c less than one year old from the date of initial registration
- then in the event of the Motor Car being
- i totally lost or destroyed or
  - ii damaged and the cost of repair would exceed 60% of the current list price (including taxes) of the Motor Car immediately before the accident
- the Insurers will replace the Motor Car with a new Motor Car of the same make and model if currently available for sale in the United Kingdom provided that the total additional amount payable shall not exceed £5,000
- D - Extension of Cover** While the Motor Car is in the custody of a member of the motor trade for maintenance or repair or of an hotel restaurant car park or similar commercial organisation for parking the following shall be inoperative
- a Exception 1 opposite
  - b General Exception 2a and c of Section 5
  - c Endorsement 2 if applicable
- E - Recovery and Redelivery** Following loss or damage insured by this Policy the Insurers will pay the reasonable cost of
- a protection and removal of the Motor Car if disabled to the nearest competent repairers
  - b delivery after repair or after recovery of the Motor Car to the Policyholder's address in the British Isles
- F - Hiring and Other Agreements** If the Insurers know that the Motor Car is hired leased or loaned to the Policyholder under a hire purchase vehicle leasing or other agreement any payment shall be made to the owner whose receipt shall be a discharge of any claim under this Section
- G - Authority to Repair the Motor Car** Following damage insured by this Policy the Policyholder may authorise the repair of the Motor Car provided that the Insurers are notified immediately

**Exceptions to Section 1**

The Insurers **shall not be liable** for

- 1 the first amount stated below of any claim for loss or damage while the Motor Car is being driven by or is in the charge of any person who
  - a is under 21 years of age £300
  - b is under 25 but not under 21 years of age £150
  - c is 25 years of age or more but holds a provisional licence or has held a full licence to drive a motor car for less than 12 months £150
  - d does not hold a licence to drive but is driving in circumstances where a licence is not required by law £150

This Exception shall not apply to loss or damage

- i resulting from fire lightning explosion theft or attempted theft or the taking away of a Motor Car without the consent of the Policyholder
  - ii to the windscreen and/or windows where this is the only damage to the Motor Car other than scratching of bodywork resulting from the breakage
- 2 a diminution in value following repair
    - b loss of use depreciation wear and tear or mechanical electrical electronic or computer failures breakdowns or breakages
  - 3 loss of the Motor Car resulting from deception by a purported purchaser or his agent
  - 4 loss or damage to accessories designed for audio or visual entertainment or communication purposes not permanently fitted to the Motor Car
  - 5 the first £50 of any claim solely for the replacement (but not repair) of glass in the windscreen and/or windows of the Motor Car and any repairs to the bodywork resulting from the glass breakage
  - 6 the first £100 of any claim for loss or damage caused by theft attempted theft or the taking away of the Motor Car without the consent of the Policyholder

This exception shall not apply to loss or damage

- i to the windscreen and/or windows where this is the only damage to the Motor Car other than scratching of bodywork resulting from the breakage provided the Policy Cover is stated in the Schedule to be **Comprehensive**
- ii occurring within or as a result of the Motor Car being taken from a private locked garage

## Section 2 Liability to Third Parties

### Sub-Section 1 Indemnity to Policyholder

The Insurers will indemnify the Policyholder in respect of legal liability incurred for damages and claimant's costs and expenses in respect of accidental

- a death of or bodily injury to any person including passengers
- b loss of or damage to material property
- c stoppage of or interference with pedestrian vehicular rail air or waterborne traffic or escape or discharge of any substance or gas up to a limit of £1,000,000 any one claim or number of claims arising out of one cause

in connection with the use of the Motor Car or an attached trailer

The Insurers will in addition pay in respect of any event which may be the subject of indemnity under this Sub-Section

- i solicitors' fees for representation at any Coroner's Inquest or Fatal Inquiry or Court of Summary Jurisdiction
- ii costs and expenses incurred with their written consent
- iii the costs of defence against a charge of manslaughter or causing death by dangerous driving

### Sub-Section 2 Indemnity to other Persons

The Insurers will also indemnify the following classes of persons in the terms of Sub-Section 1

- a any person permitted to drive the Motor Car under the terms of the Certificate of Motor Insurance
- b any person using but not driving the Motor Car for social domestic and pleasure purposes with the Policyholder's permission
- c any passenger in the Motor Car
- d the legal personal representatives of any person entitled to indemnity under this Section in respect of liability incurred by that person

### Sub-Section 3 European Union Cover

The Insurers will provide indemnity in the terms of this Policy while any vehicle insured by this Policy is in any country which is a member of the European Union and any other country in respect of which the European Commission is satisfied that arrangements have been made to meet the requirements of Article 7(2) of the EEC Directive on insurance of civil liabilities arising from the use of motor vehicles No72/166/EEC but only to the extent that any road traffic legislation requires insurance or security in the country concerned including costs and expenses incurred with the Insurers' consent

### Sub-Section 4 Contingency Cover for Employees' Vehicles

The Insurers will indemnify the Policyholder and no other person in the terms of Sub-Section 1 while any motor vehicle not the property of or provided by the Policyholder is being used in connection with the Policyholder's business by any person in the Policyholder's employ but the Insurers **shall not be liable**

- a if there is any other insurance covering the same liability
- b for loss or damage to such motor vehicle
- c for any sum which the Policyholder shall become legally liable to pay by reason of his having caused or permitted a vehicle to be used without insurance complying with the Road Traffic Acts

**Sub-Section 5  
Application of  
Limits of  
Indemnity**

In the event of any accident involving indemnity to more than one person any limitation in this Policy of the amount of that indemnity shall apply to the aggregate amount and such indemnity shall apply in priority to the Policyholder

**Exceptions to  
Section 2**

The Insurers **shall not be liable**

- a to indemnify any person driving unless that person holds a licence to drive the Motor Car or has held and is not disqualified for holding or obtaining such a licence
- b to indemnify any person not driving but claiming indemnity if to his knowledge the person driving does not hold a licence to drive the Motor Car unless he has held and is not disqualified for holding or obtaining such a licence
- c to indemnify any person other than the Policyholder if that person is entitled to indemnity under any other policy
- d for damage
  - i to any motor car or trailer in connection with which indemnity is provided by this Section
  - ii to any property owned by or in the custody of the Policyholder or of the person claiming indemnity under this Section
- e for death of or bodily injury to any person arising out of and in the course of such person's employment by the person claiming indemnity under this Section except as is required by any road traffic legislation
- f except as required by any road traffic legislation the Insurers shall not be liable for any legal liability arising from the use of any vehicle insured under this Section while it is on any part of any commercial or military airport or airfield provided for
  - i the take-off landing or movement of aircraft on the ground
  - ii aircraft parking including any associated service roads refuelling areas ground equipment parking areas aprons maintenance areas and hangars

but Exceptions a and b shall not apply when a licence is not required by law

**Right of  
Recovery**

The Policyholder shall repay to the Insurers all sums paid by them under this Section because of the requirements of any law if the Insurers would not have been liable for those payments by the terms of this Policy

## Section 3 Other Clauses

**A Medical Expenses** If any occupant of the Motor Car shall in direct connection with the Motor Car sustain bodily injury caused by accidental external means the Insurers will at the request of the Policyholder pay medical expenses in connection with that injury up to £250 for each person injured

**B Personal Clothing Effects and Trade Samples** If personal clothing or effects or trade samples are lost or damaged while in or on the Motor Car by fire theft attempted theft or accident the Insurers will indemnify the Policyholder or if the Policyholder so wishes the owner of the property by paying in cash the amount of the loss or damage up to £50 in all for any one occurrence  
The receipt of the owner of the property shall be a discharge of the claim under this Clause

### Exceptions to B

The Insurers **shall not be liable for**

- a money stamps tickets documents or securities
- b theft of any property carried in an open or convertible car unless in a locked boot or locked glove compartment

**C Rallies Competitions and Trials** While any motor car insured by this Policy is used in a competition or rally or trial the insurance shall be restricted to those liabilities for which insurance is compulsory by the Road Traffic Acts

This limitation shall not apply in respect of any event organised for the purpose of encouraging road safety in which the route shall not exceed 100 miles and no merit is attached to a competitor's performance on the public highway except in relation to good road behaviour and compliance with the Highway Code If such event includes driving tests the driving area shall not exceed 100 yards square and no test shall be timed

**D Emergency Treatment** The Insurers will indemnify any person using the Motor Car in respect of liability under the Road Traffic Acts to pay for Emergency Treatment fees

**E No Claim Discount** If no claim has arisen under this Policy during the following Periods of Insurance the next renewal premium will be reduced by the discount shown in the following scale

One year	30%
Two consecutive years	40%
Three consecutive years	50%
Four consecutive years	60%

A single claim arising after a 60% discount has been earned will reduce the discount at next renewal to 40% and a 50% discount will in the same circumstances be reduced to 30%

Payments for the following will not affect the discount

- i Emergency Treatment
- ii under Section 1 in respect of breakage of the windscreen and/or windows where this is the only damage to the Motor Car other than scratching of the bodywork resulting from the breakage provided the Policy Cover is stated in the Schedule to be **Comprehensive**
- iii under Sub-Section 4 of Section 2

This Clause shall apply as if a separate policy had been issued in respect of each Motor Car

- F Cross Liabilities** If the Policyholder comprises more than one party which in the case of a partnership includes each individual partner the Insurers will indemnify each in the terms of this Policy against liability incurred to the other as if such other was not included as a Policyholder
- G Car Sharing** The receipt of contributions as part of a car-sharing arrangement for social or other similar purposes in respect of the carriage of passengers on a journey in the Motor Car will not be regarded as constituting the carriage of passengers for hire or reward or the use of the Motor Car for hiring provided that
- a the Motor Car is not constructed or adapted to carry more than eight passengers excluding the driver
  - b the passengers are not being carried in the course of a business of carrying the passengers
  - c the total contributions received for the journey do not involve an element of profit
- H Foreign Use** The territories referred to on page 3 of this Policy are extended for up to 60 days in respect of any one trip abroad to include
- a any other member country of the European Union
  - b Croatia Iceland Liechtenstein Norway and Switzerland
- and in course of transit between any of these territories provided that such transit shall be by recognised sea passage of not longer duration than 65 hours under normal circumstances
- If more than one Motor Car is insured by this Policy the above time limits shall apply as if a separate policy had been issued in respect of each Motor Car
- If following insured loss or damage outside the British Isles
- I Delivery of the Motor Car to British Isles**
- a it is not possible to repair such damage economically by the intended time of the Policyholder's return to the British Isles or
  - b the lost Motor Car is recovered after the Policyholder's return to the British Isles
- the Insurers will pay the reasonable cost of delivery of the Motor Car to the Policyholder's address in the British Isles
- J Payment of Customs Duty** The Insurers will indemnify the Policyholder against liability incurred by him for the enforced payment of Customs Duty on the Motor Car after its temporary importation into any country referred to in paragraph H of this Section provided that such liability arises as a direct result of insured loss or damage to the Motor Car
- K General Average Contribution and Other Charges** The Insurers will indemnify the Policyholder against General Average Contribution and Salvage and Sue and Labour charges incurred due to the transportation of the Motor Car by sea
- Provided that
- a the Motor Car is insured for Comprehensive Cover
  - b the contribution relates to the value of the Motor Car

## **L Injury to Driver**

At the request of the Policyholder the Insurers will pay compensation on the following scale to the driver of the Motor Car also being an employee of the Policyholder or the drivers legal personal representative if the driver while in or getting into or out of the Motor Car shall accidentally sustain bodily injury which independently of any other cause within three months of the accident results in

1 death	£5,000
2 total and irrecoverable loss of sight of one or both eyes	£5,000
3 total loss of one or more limbs by physical separation at or above the wrist or ankle or permanent loss of use of one or both hands or legs	£5,000

### **Exceptions to L**

Compensation shall not be paid in respect of

- a more than one of the above benefits for death or injury sustained in any one accident
- b any person seventy five years of age or over
- c an accident in connection with which the driver sustaining the injury fatal or otherwise
  - i was convicted under Part 1 of the Road Safety Act 1967 or under Section 6 of the Road Traffic Act 1960 or any similar drink and driving legislation in other territories or any amending legislation
  - ii was found by a post mortem examination to have a higher level of alcohol in his blood than is prescribed in the Road Safety Act 1967 or similar legislation in other territories or any amending legislation
- d death or injury sustained while travelling in a three wheeled car

## Section 4 Policy Conditions

- Condition 1  
Compliance with Policy Terms** The liability of the Insurers will be conditional on the Policyholder complying and as appropriate any other person entitled to indemnity complying as though he were the Policyholder with the terms of this Policy
- Condition 2  
Reasonable Precautions** The Policyholder shall take and cause to be taken all reasonable precautions to prevent injury loss or damage and shall maintain the Motor Car in a roadworthy condition The Insurers shall have free access to examine the Motor Car at all reasonable times
- Condition 3  
Claims Procedure and Requirements**
- a The Policyholder must report all accidents claims and civil or criminal proceedings to the Insurers in writing as soon as possible
  - b Every letter claim writ or other document relating to any accident claim or civil proceedings must be sent to the Insurers immediately and unacknowledged
  - c No admission of liability or promise of payment may be made without the Insurers' written consent who shall be entitled to take over and conduct the defence or settlement of any claim at their discretion
  - d The Policyholder will give all information and assistance as required
  - e The Insurers may at any time pay the limit of indemnity under Sub Section 1c of Section 2 after deduction of any sum or sums already paid or any less amount for which any claim or claims can be settled and shall then relinquish the conduct and control thereof and be under no further liability in respect thereof except for the payment of costs and expenses incurred prior to the date of such payment
- Condition 4  
Non-Contribution** If the damage or liability which is the subject of a claim under this Policy is or would but for the existence of this Policy be insured under any other insurance the Insurers shall not be liable under this Policy except to the extent of any excess beyond the amount payable under such other insurance had this Policy not been effected
- Condition 5  
Cancellation** This Policy may be cancelled
- a by the Insurers sending fourteen days notice by recorded delivery letter to the last known address of the Policyholder (and in the case of Northern Ireland to the Department of the Environment for Northern Ireland) The Policyholder shall be entitled to a pro rata return of premium calculated from the date of return to the Insurers of the Certificate of Motor Insurance
  - b by the Policyholder who shall be entitled to a pro rata return of premium calculated from the date of return to the Insurers of the Certificate of Motor Insurance
- Condition 6  
Cancellation Monthly Premiums** If this policy is issued or renewed on the basis of monthly premiums the liability of the Insurers will cease in the event of non-payment of any monthly premium on its due date but before cancellation takes effect the Insurers will send fourteen days notice by letter to the last known address of the Policyholder
- Condition 7  
Law Applicable** Unless the parties have agreed otherwise in writing any dispute concerning the interpretation of the Policy shall be governed and construed in accordance with Manx Law and shall be resolved within the non-exclusive jurisdiction of the courts of the Isle of Man.

# Section 5 General Exceptions

## Exception 1 Change of Vehicle

If the Description of Vehicles in the Certificate of Motor Insurance refers to Any Motor Car the property of the Policyholder or hired to him under a hire purchase agreement or leased to him under a vehicle leasing agreement the Insurers shall not be liable in respect of any motor car except where particulars are already in their possession unless details are notified to the Insurers within seven days of the date of acquisition and are accepted by them

Until the Insurers are notified of the acquisition of such car the Policy Cover operative for that car shall be the widest form described in the Schedule

### **The Insurers shall not be liable in respect of**

## Exception 2 Use and Driving

death or injury loss or damage occurring or liability arising while the Motor Car is being

- a used with the consent of the Policyholder or his representative otherwise than in accordance with the Limitations as to use in the Certificate of Motor Insurance
- b driven by the Policyholder unless he holds a licence to drive the car or has held and is not disqualified for holding or obtaining such a licence
- c driven with the consent of the Policyholder or his representative by any person
  - i who is not specified in the Certificate of Motor Insurance
  - ii who the Policyholder or his representative knows does not hold a licence to drive the car unless he has held and is not disqualified for holding or obtaining such a licence

but b and c shall not apply when a licence is not required by law

## Exception 3 Contractual Liability

any liability which attaches because of an agreement but which would not have attached in the absence of that agreement

## Exception 4 Radioactive Contamination

- a loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or
- b any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
  - i ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - ii the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

## Exception 5 War

any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power except so far as is necessary to meet the requirements of the Road Traffic Acts

## Exception 6 Riot and Civil Commotion

any consequence of riot or civil commotion occurring in Northern Ireland  
This Exception does not apply to Section 2 Liability to Third Parties

## Exception 7 Sonic Bangs

loss or damage under Section 1 or Section 3B directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or super-sonic speeds

**Exception 8  
Pollution**

- a death of any person
- b bodily injury to any person
- c damage to any property

which is directly or indirectly caused by pollution or contamination unless this pollution or contamination is directly caused by an incident which occurs in its entirety at a specific time and place during the Period of Insurance and is

- i sudden
- ii identifiable
- iii unintended and
- iv unexpected

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

The Insurers will not apply this Exception in circumstances where it is necessary to meet the requirements of any compulsory motor insurance legislation

## Section 6 Endorsements

THESE ENDORSEMENTS ARE OPERATIVE ONLY IF THE NUMBER SET AGAINST THEM APPEARS IN THE SCHEDULE AND ARE EACH SUBJECT OTHERWISE TO THE TERMS EXCEPTIONS AND CONDITIONS OF THIS POLICY

**Endorsement 1  
Own Damage  
Excess** The Insurers shall not be liable for the first amount shown in the Schedule of any claim under Section 1 Loss or Damage to the Motor Car This amount shall be in addition to any other amount for which the Insurers are not liable by reason of Exception 1 of Section 1 Provided that

- a if the name of any person or description of any class of persons is shown against this amount this Endorsement shall apply only while the Motor Car is being driven by or is in the charge of one of those persons
- b if an Index Mark and Registration Number of a Motor Car is shown against such an amount this Endorsement shall apply only in respect of the Motor Car bearing such Index Mark and Registration Number
- c this Endorsement shall not apply in respect of loss of or damage to the Motor Car caused by fire lightning explosion theft or attempted theft or by the breakage of the windscreen or windows where this is the only damage to the Motor Car other than scratching of bodywork resulting from the breakage

**Endorsement 2  
Exclusion of  
Damage Cover  
for Unnamed  
Drivers under  
25** The Insurers shall be under no liability under Section 1 Loss or Damage to the Motor Car - while the Motor Car is being driven by or is in the charge of any person under 25 years of age other than the persons specified in the Schedule except for loss or damage caused by fire lightning explosion theft or attempted theft or by the breakage of the windscreen or windows where this is the only damage to the Motor Car other than scratching of bodywork resulting from the breakage

If more than one Motor Car is insured by this Policy this Endorsement shall apply only to the Motor Car bearing the Index Mark and Registration Number shown in the Schedule against this Endorsement Number

**Endorsement 3  
Reduction of  
Young Driver  
Excess** The amount shown in Exception 1a of Section 1 Loss or Damage to the Motor Car is reduced to £100

**Endorsement 4  
Exclusion of  
Loss of Damage  
caused by  
Malicious  
Damage Theft  
or Frost** The Insurers shall not be liable under Section 1 Loss or Damage to the Motor Car or Clause B of Section 3 Personal Clothing Effects and Trade Samples for loss or damage caused by

- a malicious act
- b theft or as a result of the Motor Car being taken away without the consent of the Policyholder or any attempted theft
- c frost

**Endorsement 5** No longer required

**Endorsement 6  
Increase in  
Personal  
Clothing Effects  
and Trade  
Samples Limit** The limit under Section 3 Clause B Personal Clothing Effects and Trade Samples is increased to the amount shown in the Schedule

**Endorsement 7  
Driving Other  
Cars** Section 2 Liability to Third Parties is extended to apply to any other motor car or an attached trailer or motorcycle which is being driven in Great Britain Northern Ireland the Isle of Man or the Channel Islands by the person(s) named in Paragraph 5 of the Certificate of Motor Insurance provided that this vehicle is not the property of him or of the Policyholder or hired to him or to the Policyholder under a hire purchase agreement or leased under a vehicle leasing agreement

**Endorsement 8** No longer required

**Endorsement 9** No longer required

**Endorsement 10** No longer required

**Endorsement 11  
Theft and Frost  
Excess** The Insurers shall not be liable for the first amount shown in the Schedule of any claim under Section 1 Loss or Damage to the Motor Car or Clause B of Section 3 Personal Clothing and Effects and Trade Samples for loss or damage caused by

- a theft or as a result of the Motor Car being taken away without the consent of the Policyholder or any attempted theft
- b frost

The amount stated in the Schedule shall be in addition to any other amount for which the Insurers are not liable by reason of Exception 1 of Section 1 or Endorsement 1

# Section 7 No Claim Discount Protection

THIS SECTION APPLIES ONLY IF SHOWN IN THE SCHEDULE.

The following alterations are made to this Policy

## Section 3 Other Clauses

	The No Claim Discount Clause is replaced by the following
<b>No Claim Discount Protection</b>	<p>The renewal premium will be reduced by 60% until such time as the Policyholder ceases to be eligible for No Claim Discount Protection as a result of more than two incidents occurring during any period of five consecutive years and resulting in claims under this policy</p> <p>Payments for the following will not affect the discount</p> <ul style="list-style-type: none"><li>i Emergency Treatment</li><li>ii Breakage of the windscreen or windows where this is the only damage to the Motor Car other than scratching of bodywork resulting from the breakage</li></ul> <p>When the Policyholder ceases to be eligible for No Claim Discount Protection the discount will be reduced at next renewal to</p> <ul style="list-style-type: none"><li>40% following three claims incidents in a period of five consecutive years</li><li>Nil following more than three claims incidents in a period of five consecutive years</li></ul>
<b>More than One Car Insured</b>	The No Claim Discount Protection Clause shall be applied as if a separate Policy had been issued in respect of each Motor Car

## **LawCare Section**

Your Schedule indicates whether this Section is operative

### **For LawCare**

**24 HOUR LEGAL ADVICE SERVICE**



**ACCIDENT RECOVERY**



**CAR HIRE**

**SEE CARDHOLDER LEAFLET  
ACCOMPANYING THIS POLICY**

# Definitions

<b>1 Insurers</b>	Tower Insurance Company Limited
<b>2 Service Provider</b>	A third party service provider approved by the Insurers
<b>3 Insured Person</b>	<ol style="list-style-type: none"><li>1 The Policyholder</li><li>2 Any person authorised by the Policyholder to drive or to be a passenger in an Insured Car</li></ol>
<b>4 Insured Car</b>	Any Motor Car identified in the Schedule to this Policy and which is owned by or hired to or leased to the Policyholder and any trailer properly constructed to be towed by the vehicle and which is attached to it by normal means for towing
<b>5 Appointed Representative</b>	The Representative appointed under Condition 7 to act for an Insured Person
<b>6 Legal Costs and Expenses</b>	Legal fees costs and disbursements reasonably and properly incurred by the Appointed Representative
<b>7 Legal Proceedings</b>	Any step taken subsequent to the issue of legal process in any civil tribunal or arbitration proceedings including any appeals arising therefrom provided that such process is issued within the Territorial Limits
<b>8 Opponents Civil Costs</b>	The costs incurred by other parties in civil cases in so far as the Insured Person is held liable in court or arbitration proceedings to pay such costs or otherwise becomes liable to pay them as a result of filing notice of discontinuance of the proceedings or under a settlement made with the other party with the Insurer's prior approval
<b>9 Limit of Indemnity</b>	£50,000 which is the maximum sum payable by the Insurers for all Insured Incidents related in time or by cause after totalling all Legal Costs and Expenses of the Insured Person and Opponents Civil Costs
<b>10 Territorial Limits</b>	The Isle of Man Great Britain Northern Ireland the Republic of Ireland and the Channel Islands or during transit by sea between any of these territories
<b>11 Period of Insurance</b>	The period specified in the Schedule and any subsequent period for which the Insurers may accept payment for the Renewal of this Policy
<b>12 Time of Occurrence</b>	The time at which the cause of action occurred or commenced
<b>13 Insured Incident</b>	Any occurrence which causes <ol style="list-style-type: none"><li>1 accidental loss or accidental damage to an Insured Car or any personal property owned by or for which the Insured Person is legally responsible while such property is in or on such Insured Car or</li><li>2 accidental bodily injury to an Insured Person while in getting into or out of an Insured Car</li></ol>
<b>14 Road Traffic Acts</b>	Legislation which includes details of the minimum cover for which motor insurance is required in the Isle of Man or the British Isles

## Cover

- 1 The Insurers will seek via the Service Provider to recover uninsured losses for an Insured Person arising from an Insured Incident and in the event of the commencement of Legal Proceedings will subject to the Limit of Indemnity indemnify the Insured Person in respect of Legal Costs and Expenses and where applicable Opponents Civil Costs incurred in
  - a the pursuit of the legal rights of an Insured Person to obtain remedy or to recover damages and costs from other parties arising from an Insured Incident
  - b appealing or defending an appeal against the judgement of the relevant court

### PROVIDED THAT

- 1 the Legal Proceedings are to be conducted under the jurisdiction of a court within the Territorial Limits
- 2 the Insured Incident occurred within the Territorial Limits and within the Period of Insurance
- 3 the Insurers will not grant any indemnity in respect of any claim by the Insured Person against the Insurers in respect of a claim under this policy

# Exclusions

The Insurers **shall not be liable** for any claim for indemnity

- 1 in respect of or arising from or relating to
  - a fee costs and disbursements incurred prior to the written acceptance of a claim by the Insurers or The Service Provider unless agreed otherwise by the Insurers or The Service Provider
  - b costs incurred by the other parties in instituting or pursuing a claim or counter claim against the Insured Person for the recovery of damages or other remedy
  - c racing rallies competitions or trials of any kind whatsoever other than an event organised for the purpose of encouraging road safety in which the route shall not exceed 100 miles and no merit is attached to a competitors performance on the public highway except in relation to good behaviour and compliance with the Highway Code If such event includes driving tests the driving area shall not exceed 100 yards square and no test shall be timed
  - d an Insured Incident arising from the driving of the Insured Car by the Insured Person
    - i unless they hold a licence to drive the vehicle or have held and are not disqualified for holding or obtaining such a licence
    - ii where the Insured Car is not licensed under the relevant regulation for the use to which it is put
  - e any claim directly or indirectly caused by or contributed to or arising from
    - i ionising radiations or contamination by radioactivity from an irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel  
or
    - ii the radioactive toxic explosive or other hazardous properties of any nuclear explosive assembly or nuclear component thereof
  - f claims which are a consequence of
    - i war invasion act of foreign enemy hostilities whether war be declared or not civil war rebellion revolution insurrection or military or usurped power except so far as is necessary to meet the requirements of the Road Traffic Acts
    - ii riot or civil commotion or malicious act occurring elsewhere than in Great Britain the Isle of Man or the Channel Islands

## 2 Where the Insured Person

- a pursues or defends a case without the Insurers or The Service Provider consent or contrary to or in a different manner from that advised by the Appointed Representative
- b fails to give proper instructions in due time to the Appointed Representative or counsel appointed by the Appointed Representative
- c is responsible for delay which in the Insurers reasonable opinion is prejudicial to the case
- d is or would but for the existence of this policy be entitled to indemnity under any other policy or policies except in respect of any excess beyond the total amount which would have been payable under the other policy or policies had this insurance not been effected

# Conditions

- 1 Obligations of Insured Persons** The due observance of the terms Conditions and Endorsements of this Policy by an Insured Person in so far as they relate to anything to be done or complied with by them shall be conditions precedent to any liability of the Insurers
- 2 Cancellation** This Section may be cancelled by the Insurer sending seven days notice by letter to the last known address of the Policyholder Such cancellation shall not prejudice the rights of an Insured Person under the Policy in respect of any Insured Incident which occurred prior to the date of cancellation
- 3 Alterations of Risk** The Policyholder shall notify the Insurers immediately of any alteration in risk which materially affects this insurance
- 4 Notification** Written notification of the Insured Incident shall be made to the Insurers by the Insured Person as soon as possible
- 5 Presentation of Claim** The Insured Person presenting a claim under the Policy must inform the Insurers fully and truthfully in writing of all the details of the Insured Incident and provide such proofs supporting evidence and other information as the Insurers or The Service Provider may request
- 6 Prospects of Success** If the Insurers or The Service Provider advise the Insured Person in writing that they do not consider that the claim or the Legal Proceedings will be successful or that the Insured Persons interests would be better served by another means the Insurer's liability will cease
- 7 Representation**
  - a On receipt of notification from the Insured Person of a potential claim The Service Provider may make an investigation into the dispute and attempt settlement utilising an external representative where they consider necessary
  - b The Insured Person has the right to nominate a representative to act in any Legal Proceedings to which the Insurers or The Service Provider have consented The representative will be appointed by the Insurers or The Service Provider in the name of and on behalf of the Insured Person
  - c In nominating a legal personal Representative the Insured Person shall have regard to the common law duty to mitigate the cost of any claim or Legal Proceedings
  - d Any dispute arising from the Insured Persons choice may be referred to Arbitration in accordance with Condition 10
- 8 Conflict of Interests**
  - a If at any time during the conduct of a claim the Insurers or The Service Provider become aware of a potential conflict of interests the Insured Person will be informed in writing and has the right to nominate a representative to take over the conduct of any action
  - b The representative will be appointed by the Insurers or The Service Provider in the name of and on behalf of the Insured Person

## 9 Control of Claim

- a The Insurers and The Service Provider shall have direct access to the Appointed Representative at all times and the Insured Person shall co-operate fully with the Insurers and The Service Provider in all respects and shall keep The Service Provider fully and continually informed of all material developments in the legal representation or proceedings. At the Insurers or The Service Provider request the Insured Person shall instruct the Appointed Solicitor or produce to the Insurers or The Service Provider immediately any documents information or advice in the Insured Persons possession and further shall give the Appointed Representative such other instructions in relation to the conduct of this claim as the Insurers and The Service Provider may require
- b Legal Costs and Expenses relating to an expert witness will only be covered by the Insurers if they have given prior written approval of the appointment of such witness
- c Legal Costs and Expenses payable are to be in no way affected by any agreement undertaking or promise made or given by the Insured Person to the Appointed Representative or by either of them to any expert witness or agent
- d The Insured Person shall inform The Service Provider immediately in writing of any offer or payment into court made with a view to settling the claim and
  - i no agreement to settle on the basis of both sides paying their own costs is to be made without the Insurers or The Service Provider prior approval
  - ii if any offer or payment into court is not accepted by the Insured Person but the amount thereof is equal to or in excess of the total damages eventually recovered by him the Insurers shall have no liability in respect of Legal Costs and Expenses or Opponents Civil Costs incurred after the date of such offer or payment into court unless upon being notified of the offer or payment into court the Insurers agreed to the continuation of the proceedings
- e If in any proceedings the Insured Person is not successful in his claim or defence no appeal or other proceedings will be covered unless the Insurers are notified in writing of the Insured Persons intention to appeal no later than 14 clear days before the time for making an appeal expires and the Insurers consider that there are reasonable prospects of such appeal succeeding
- f At the Insurers or The Service Provider request the Insured Person will require the Appointed Representative to have the Legal Costs and Expenses or Opponents Civil Costs taxed assessed or audited by the relevant authority
- g If for any reason the Appointed Representative refuses to continue acting for the Insured Person or if the Insured Person withdraws his claim from the Appointed Representative then the Insurers liability will cease forthwith unless in the Insurers absolute discretion the Insurers agree to the appointment of another Representative to continue with the claim
- h If the Insured Person withdraws from a claim without the prior agreement of the Insurers or The Service Provider then the Legal Costs and Expenses and Opponents Civil Costs will become the responsibility of the Insured Person and the Insurers will be entitled to be reimbursed by the Insured Person for any costs paid or incurred during the course of the claim including any Legal Costs and Expenses the Insurers consider they are obliged to pay on the Insured Person withdrawing from the claim

## **10 Arbitration**

- a The Insured Person has the right to refer any dispute with the Insurers to arbitration. The single arbitrator will be either a solicitor or barrister agreed upon by both parties or failing agreement one who is nominated by the President of the appropriate Law Society within the Territorial Limits
- b The unsuccessful party in the arbitration will be responsible for all the costs and expenses incurred and if a decision is made in favour of the Insurers the Insured Persons costs will not be met under this policy
- c The Service Provider will notify the Insured Person of this right to arbitration if any such dispute develops and the Insured Person must inform The Service Provider in writing that they wish to exercise this option
- d The arbitration procedure does not prejudice any right of the Insured Person to have recourse to the Insurance Ombudsmans Bureau procedure or to the Courts

## **11 Recovery**

If required by the Insurers but at the Insurers expense the Insured Person claiming under the Policy shall take or have taken on their behalf every available step to recover from the opponents Legal Costs and Expenses payable under the Policy and such Legal Costs and Expenses must be paid to the Insurers

## COMPLAINTS PROCEDURE

We aim to give our customers a high standard of service at all times. If you are unhappy with our service for any reason, initially please raise your concerns with your usual business contact.

If your complaint is not resolved or you are not happy with our response and the course of action proposed for any reason, you should write to:

The Managing Director  
Tower Insurance  
P.O. Box 27  
Jubilee Buildings  
1 Victoria Street  
Douglas  
Isle of Man  
IM99 1BF

If you are still dissatisfied, you may be able to refer your case to the Financial Services Ombudsman for a review of your case. The address of the FSO is c/o Isle of Man Office of Fair Trading, Government Buildings, Lord Street, Douglas, Isle of Man, IM1 1LE. Telephone Number: 01624 686 500.

The FSO will handle most complaints that you may have concerning a contract of personal insurance. There are, however, a few instances in which the FSO is not empowered to consider complaints.

## **Data Protection Notice**

Please read the following carefully as it contains important information relating to the details that you have given us. You should show this notice to any other party related to this insurance.

We are required to send you this information to comply with current Data Protection legislation. It explains how we may use your details and tells you about the systems we have in place that allow us to detect and prevent fraudulent applications and claims. The savings that we make help us to keep premiums and products competitive.

## **Isle of Man Data Protection Act 2002 (UK Act 1998)**

All personal information supplied by you will be treated in confidence by the RSA Insurance Group of companies and will not be disclosed to any third parties except where your consent has been received or where permitted by law. In order to provide you with products and services this information will be held in the data systems of the RSA Insurance Group of companies or our agents or subcontractors

RSA Insurance Group of companies may pass your personal information to other companies for processing on its behalf. Some of these companies may be based outside Europe in countries that which may not have laws to protect your personal information, but in all cases the Group will ensure that it is kept securely and only used for the purposes for which you provided it. Details of the companies and countries involved can be provided to you on request.

## **Motor Insurance Database**

Your policy details will be added to the Motor Insurance Database (MID), run by the Motor Insurers' Information Centre (MIIC). MID data may be used by the DVLA and DVLNI for the purpose of Electronic Vehicle Licensing and by the Police for the purposes of establishing whether a driver's use of the vehicle is likely to be covered by a motor insurance policy and/or for preventing and detecting crime. If you are involved in an accident (in the UK or abroad), other UK insurers, the Motor Insurers' Bureau and MIIC may search the MID to obtain relevant policy information.

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

You can find out more about this from your insurer, or at [www.miic.org.uk](http://www.miic.org.uk).

## **Fraud Prevention, Detection & Claims History**

In order to prevent and detect fraud we may at any time:

- Share information about you with other organisations and public bodies including the Police;
- Check and/or file your details with fraud prevention agencies and databases, and if you give us false or inaccurate information and we suspect fraud, we will record this. We and other organisations may also search these agencies and databases to:
  - Help make decisions about the provision and administration of insurance, credit and related services for you and members of your household
  - Trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies;
  - Check your identity to prevent money laundering, unless you furnish us with other satisfactory proof of identity;
- Undertake credit searches and additional fraud searches.

We can supply on request further details of the databases we access or contribute to (see below).

## **Claims History**

Insurers pass information to the Claims and Underwriting Exchange Register, run by Insurance Database Services Ltd (IDS Ltd) and the Motor Insurance Anti-Fraud and Theft Register, run by the Association of British Insurers (ABI).

The aim is to help us to check information provided and also to prevent fraudulent claims. When we deal with a request for insurance, we may search these registers.

Under the conditions of your policy, you must tell us about any incident (such as an accident or theft) which may or may not give rise to a claim. When you tell us about an incident, we will pass information relating to it to the registers.

We may search these databases when you apply for insurance, in the event of any incident or claim, or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

## **How to contact us**

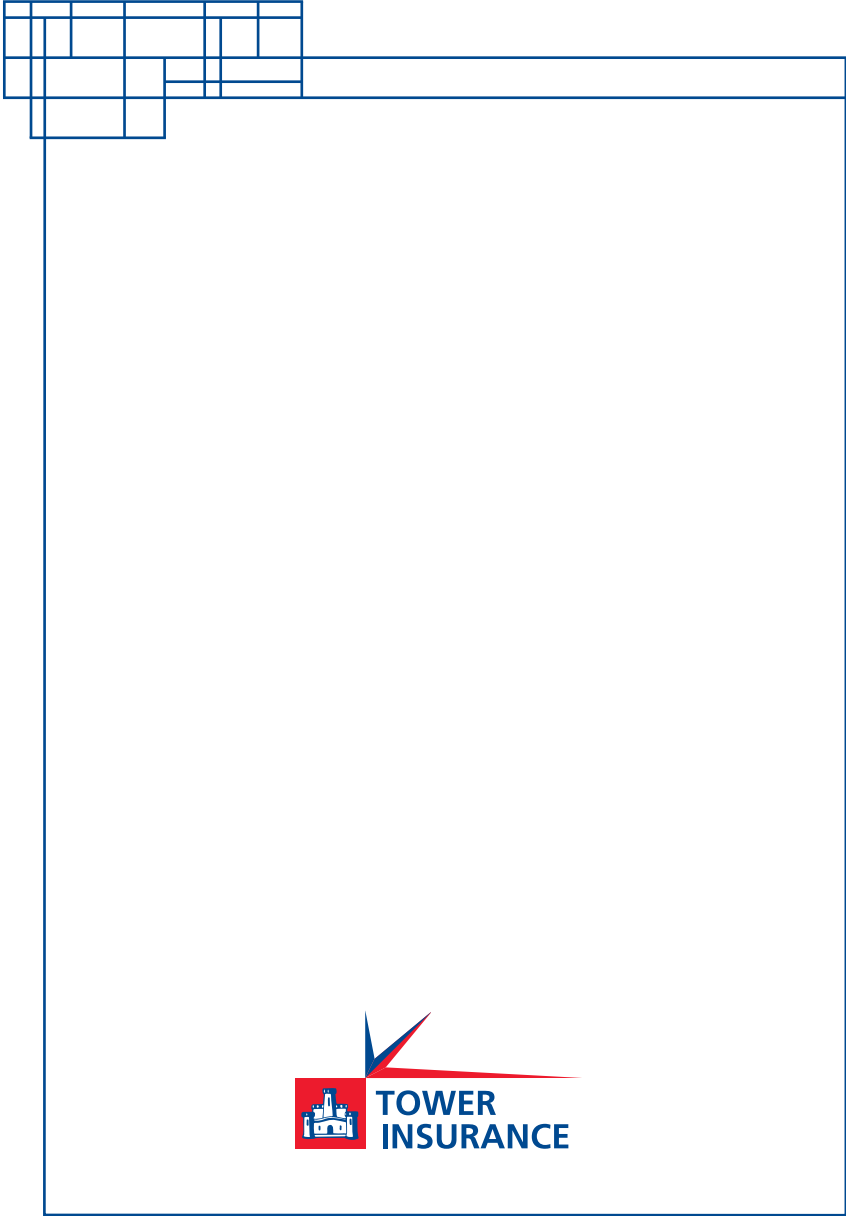
On payment of a small fee you are entitled to receive a copy of the information we hold about you. If you have any questions, or you would like to find out more about this notice you can write to

Data Protection Liaison Officer  
Tower Insurance Company Limited  
P O Box 27  
Jubilee Buildings  
1 Victoria Street  
Douglas  
Isle of Man  
IM99 1BF

Or

Telephone 01624 645 900





Tower Insurance Company Limited. Registered in the Isle of Man No. 521  
Registered Office Jubilee Buildings, 1 Victoria Street, Douglas, Isle of Man, IM99 1BF  
Authorised and regulated by the Isle of Man Government Insurance & Pensions Authority  
Covered by the Isle of Man Financial Service Ombudsman scheme  
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