

PROTECTOR

Insurance



**Public Sector
Motor Fleet Wording
PR005**

Thank you for choosing Protector Insurance for Your motor fleet policy. We work in partnership with Your insurance broker, building unique relationships, to ensure that You receive product and service excellence.

The policy is a contract between You and Us. This policy wording, together with Your policy schedule, endorsements and Certificate are all part of Your policy and should be read together to avoid any confusion. Please take the time to read Your policy carefully to make sure that you understand the cover provided, and any conditions or exclusions, and to ensure that it meets Your needs. Any word or expression which has a specific meaning will have the same meaning whenever it appears in Your policy, and will be defined in the General Definitions section of the wording.

It is important that You check the accuracy of the facts set out in Your proposal form, Your signed declaration, and any other information that You provide to Us. If any information is incorrect then please inform Us as soon as possible. Failure to do so could affect Your cover under this policy, or the extent to which a claim may be payable.

This Policy has been prepared in accordance with the information provided by You. In its preparation, the Insurer has relied upon the information provided by You as constituting a fair presentation of the risk to be insured. It is Your responsibility to undertake a reasonable search for material circumstances and to ensure all such material circumstances are disclosed before the policy is incepted. You should ensure that the information provided is substantially correct, and true and accurate to the best of your knowledge and belief. Your insurance broker or other intermediary who arranged this insurance should be contacted immediately if any correction is necessary.

Protector will indemnify You in accordance with the terms of this policy, in consideration of the payment to Us of the premium for the period of insurance.

Signed, on behalf of Protector Insurance



Sverre Bjerkeli, Chief Executive Officer

Please examine Your policy carefully and if it is not correct, return it to Your insurance broker immediately for alteration.

A. Motor

Section 1 – General Definitions

Unless otherwise stated in the policy wording, or unless an alternative definition is specified, then the following words (highlighted in bold) will be taken to have the same meaning whenever they appear in Your policy.

Accessories

Spare parts, audio, multi-media and communications equipment, satellite navigation equipment or other products specifically designed to be permanently fitted to the Insured Vehicle without an independent power source.

Agricultural Vehicle

Any Insured Vehicle being a tractor or self-propelled implement, or other vehicle not so described but exempt from Vehicle Excise Duty, or any Trailer including agricultural implements and other machines, whilst attached to the Agricultural Vehicle for the purpose of being towed, and which is designed to be used for the purposes of agricultural and / or forestry.

Certificate

The Certificate of Motor Insurance issued by the Insurer and valid for the period shown on the policy schedule.

Coach

Any Insured Vehicle with more than 17 passenger seats.

Commercial Vehicle

Any Insured Vehicle which is manufactured for the purpose of carrying goods, and is not an Agricultural Vehicle or a Special Types Vehicle.

Costs and Expenses

- a) Claimants' costs and expenses;
- b) Costs and expenses incurred with the Insurer's prior written consent in defending any claim on behalf of the policyholder;
- c) Costs incurred with the Insurer's prior written consent for:
 - ii. Defending a charge of manslaughter, causing death by dangerous driving or causing death by careless driving or any equivalent local charge within the Territorial Limits;
 - iii. Defending in any court of summary jurisdiction any proceedings in respect of any act or omission relating to any event which may be the subject of indemnity under this policy.
- i. Representation at any coroner's inquest or fatal accident inquiry;

Driver

Any person authorised to drive the Insured Vehicle and in charge of this vehicle at the time of an accident or loss, whether they were actually driving or not at this time.

Excess

The first amount of each and every claim under Your policy that You agree to pay, and which will apply in respect of each Insured Vehicle.

Hazardous Goods

Any goods of any nature and/or quantity that require carriage in accordance with:

- a) The Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009;
- b) The Carriage of Dangerous Goods and use of Transportable Pressure Equipment Regulations (Northern Ireland) 2010;
- c) The 'Approved List of Dangerous Substances' as published by the Health and Safety Executive.

Insured Vehicle

Any motor vehicle (including its accessories), mentioned by description, category or registration mark in the schedule and unless otherwise agreed, registered in Great Britain, Northern Ireland, The Isle of Man or the Channel Islands

Licence

A current and valid licence to drive a motor vehicle of the same class as the Insured Vehicle

Minibus

Any Insured Vehicle with between 8 and 16 passenger seats

Motorcycle

Any Insured Vehicle having two wheels and which is mechanically propelled, with or without a sidecar or Trailer attached. For the purposes of this definition, three wheeled vehicles where two of the wheels are on one axle and the centre of the points of contact of such wheels and the road are less than 46 centimetres apart, are included.

Passenger

Any person other than the Driver travelling in or on or getting into or out of the Vehicle or any Trailer or disabled motor vehicle attached to the Vehicle.

Policyholder / Insured / You / Your

The insured named on the policy schedule and the Certificate

Pollution or Contamination

Pollution or contamination of building or other structures or of water, land or the atmosphere.

Private Car

Any Insured Vehicle designed for the carriage of up to 7 passengers (not including the driver) and not otherwise classified as an Agricultural Vehicle, Special Type Vehicle or Motorcycle and which is not used for hire and reward.

Protector / Insurer / Us / We / Our

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Road

Anywhere within the Territorial Limits where compulsory motor insurance legislation is operative, and as defined by the Road Traffic Act 1988 (and amendments).

Special Types Vehicles

Any Insured Vehicle constructed primarily to operate as a tool of trade, including, but not limited to, fork lift trucks, mobile plant and equipment, and which is not used for the carriage or passengers or designed for the carriage of goods.

Territorial Limits

- a) Great Britain, Northern Ireland, the Channel Islands and the Isle of Man;
- b) Any other member country of the European Union;
- c) Any other country in respect of which the Commission of the European Union is satisfied that arrangements have been made to meet the requirements of Article 7(2) of the EU Directive on insurance of civil liabilities arising from the use of motor vehicles (number 72/166/EEC);
- d) In the course of transit (including loading and unloading) between such countries by rail or a recognised sea passage not exceeding 65 hours.

Terrorism

An act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or governments(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or put the public, or any section of the public, in fear.

Trailers

Any Trailer or agricultural or forestry implement which is designed to be towed by a motor vehicle.

Section 2 – Third Party Liability

2.1 Indemnity to You

We will indemnify You against all Costs and Expenses which You shall be legally liable to pay, arising out of the use of the Insured Vehicle, goods falling from the Insured Vehicle and / or during the operation of loading and unloading of the Insured Vehicle and / or Trailer in respect of death of or bodily injury to any person and damage to property.

In respect of damage to property, the Insurer shall apply the following maximum limits of indemnity for any one occurrence, or series of occurrences arising from one originating cause:

- a) £50,000,000 in respect of Private Cars;
- b) £25,000,000 in respect of any vehicle other than a Private Car;
- c) £1,200,000 in respect of any Insured Vehicle that is carrying hazardous goods.

Where more than one limit may be said to apply, then the lower limit shall be used as the basis for indemnity. Please refer to Your policy schedule for the limits applicable to Your policy.

2.2 Indemnity to Other Persons

At Your request, we will also indemnify:

- a) Driver

Any person You allow to drive or use the Insured Vehicle provided that this is permitted by Your Certificate, and subject to the specific provisions of Your policy schedule

- b) Passengers

Any passenger while travelling in, getting into or out of the Insured Vehicle

- c) Joint Insured

If the Insured comprises more than one party then We will indemnify each individual Insured as specified on Your policy schedule as though separate policies had been issued in their individual names. This is provided that the total amount payable by Us in this case does not exceed the amount that would have been payable if the Insured comprised only one party, and that in any event the total amount does not exceed the applicable limit of indemnity.

- d) Principals

Any principal of the Insured in respect of liability at law arising out of the use of the Insured Vehicle in connection with any contract entered into between You and such principal.

Provided always that:

- i. We will not be liable for death of or bodily injury to any person, or damage to property, arising out of the negligence or other default of the principal or of their servants or agents;
 - ii. We will have the sole conduct and control of any claim;
 - iii. The principal is not entitled to indemnity under any other policy;
- e) Owner

The owner of any Insured Vehicle hired to You, or loaned or leased to You, where required by a contract, provided that such owner is not entitled to indemnity under any other policy.

2.3 Indemnity to Personal Representatives

Following the death of any person entitled to indemnity under this policy We will, in respect of the liability incurred, indemnify such person's personal representatives.

2.4 Contingent Liability

We will indemnify You in respect of liability incurred by the use of any motor vehicle which is not Your property nor is provided by You, for death of or bodily injury to any person and damage to property, while such vehicle is being used in connection with Your business by any person who is employed by You, or is a member or volunteer.

Provided always that:

- a) Such motor vehicle is not Your property or held by You under a hire purchase agreement or otherwise hired by or leased to You ;
- b) You have taken all reasonable steps to ensure that there is a valid insurance policy for such

use in force in respect of the motor vehicle.

If any claim covered by this section is covered by any other insurance policy, then We will not be liable to make any contribution to such claim

The definition of motor vehicle for the purposes of this section does not include any vehicle registered outside the Territorial Limits.

2.5 Movement of Third Party Vehicles

We will indemnify You under this section for liability incurred by You, or by any of Your employees, members or volunteers, caused by or arising out of:

- a) The driving or movement of any motor vehicle which is not Your property, when it is directly impeding legitimate access to or exit from Your premises;
- b) The parking or movement of a motor vehicle belonging to Your customers or visitors on or within the vicinity of Your premises;
- c) The removal of a motor vehicle under powers conferred on You by any statutes or bye-laws, but excluding liability in respect of deliberate destruction or disposal of the motor vehicle.

For the purposes of this section, the words 'in the care, custody or control of' under sub section 2 of the 'Exclusions to Section 2', will not apply.

2.6 Disabled Motor Vehicles

We will indemnify You under this section for liability incurred by You, caused by or arising from the towing of any disabled motor vehicle attached to the Insured Vehicle. This section will also apply to any disabled motor vehicle detached from the Insured Vehicle, and not attached to any other motor vehicle, and being used by You, but only to the extent necessary to meet the requirements of any compulsory motor insurance legislation operative within the Territorial Limits of the policy.

This section does not cover:

- a) Damage to a disabled motor vehicle;
- b) Any liability where a disabled motor vehicle is being towed otherwise than in accordance with the law ;

- c) Damage to property being carried in or on a disabled motor vehicle.

2.7 Corporate Manslaughter

In respect of any event which may give rise to indemnity under this section, We will pay legal Costs and Expenses incurred with Our prior written consent in connection with the defence of any criminal proceeding (including any appeal against such a conviction) brought in respect of a charge, and / or investigations connected with a charge, of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007, or any equivalent legislation in the Isle of Man or the Channel Islands, committed (or alleged to have been committed) during the period of insurance specified in Your policy schedule in the course of Your business.

Provided always that:

- a) Our liability under this clause will not exceed £5,000,000 in any one period of insurance;
- b) This clause will only apply to proceedings brought within the Territorial Limits of the policy;
- c) We must provide Our prior consent in writing to the appointment of any solicitor or counsel intended to act for You and on Your behalf;
- d) You will give the Us immediate notice in writing of any summons or other order served upon You which may give rise to proceedings under this clause;
- e) In the case of appeal proceedings, counsel acting for You has advised that there are strong chances of such an appeal succeeding;
- f) We will be under no liability:
 - i. Where You have committed any deliberate or intentional criminal act, whether premeditated or not, giving rise to charges of corporate manslaughter or corporate homicide as defined under the Corporate Manslaughter and Corporate Homicide Act 2007;

- ii. In respect of any fines or penalties or the costs of remedial orders or publicity orders;
- iii. Where indemnity for defence costs outlined above is available from any other source or is provided by any other policy of insurance or where, but for the existence of this clause, indemnity would have been provided by such other insurance.

2.8 Emergency Treatment

We will pay for any necessary emergency treatment arising out of the use of an Insured Vehicle as required by the Road Traffic Acts.

Exclusions to Section 2

Other than where it is necessary to meet the requirements of any compulsory motor insurance legislation operative within the Territorial Limits, the Company shall not be liable in the terms of this Section for:

1. Airside Use

Legal liability for death of or bodily injury to any person, or damage to any property, directly or indirectly caused by or contributed to by use of the Insured Vehicle while in or on that part of any aerodrome, airfield or military installation provided for:

- a) The take-off or landing of any aircraft or aerial devices or for the movement of such aircraft or aerial devices on the ground;
- b) Aircraft parking including any associated service roads, refuelling areas, ground equipment parking areas, aprons, maintenance areas and hangars.

2. Damage

- a) Loss of or damage to property belonging to You or in Your care, custody or control.
- b) Damage to premises, or to the fixtures and fittings therein, which are not Your property but are occupied by You under a lease or rental agreement if such damage is covered by any other insurance.
- c) Damage to property in or on the Insured Vehicle.
- d) Damage to the Insured Vehicle.

3. Defective Goods or Treatment

Death of or bodily injury to any person, or damage to any property, caused by or attributable to:

- a) Any defect in, or the action of, any commodity or other goods (including any packaging, container, label and the like) conveyed by or disposed of from the Insured Vehicle or from any motor vehicle which is not Your property nor is provided by You;
- b) Treatment given or services provided at or from the Insured Vehicle or from any motor vehicle which is not Your property nor is provided by You.

4. Employers' Liability

Death of or bodily injury to any person arising out of or in the course of their employment by You, if insurance cover in respect of liability for such death or bodily injury is provided as a requirement of any compulsory employers' liability legislation within the Territorial Limits of the policy.

5. Loading or Unloading

Death of or bodily injury to any person, or damage to any property, caused or occurring beyond the limits of any Road in connection with:

- a) The bringing of the load to the Insured Vehicle for the purposes of loading thereon;
- b) The taking away of the load from the Insured Vehicle after unloading therefrom

by any person other than the driver or attendant of such vehicle.

6. Other Insurances

Any person other than You if that person is entitled to indemnity under any other valid policy of insurance.

7. Pollution or Contamination

Death of or bodily injury to any person, or damage to any property, directly or indirectly caused by Pollution or Contamination unless such Pollution or Contamination is directly caused by a sudden, identifiable, unintended and unexpected incident which

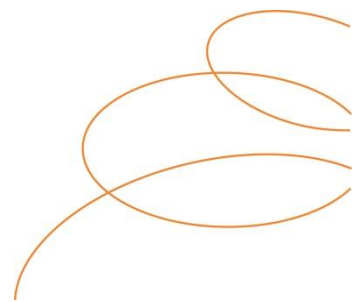
occurs in its entirety at a specific time and place during the period of insurance. All Pollution or Contamination which arises out of one incident will be deemed to have occurred at the time such incident took place.

8.Terrorism and war

Any loss, damage or liability arising directly or indirectly out of terrorism, war, invasion, acts of foreign enemies, hostilities or war like operations (whether war be declared or not), civil war, mutiny, revolution, rebellion, insurrection, uprising, military or usurped power except so far as is necessary to meet the requirements of the laws relating to the compulsory insurance of motor vehicles in any country to where this policy applies.

9.Tool of Trade

Death of or bodily injury to any person, or damage to any property, caused by or arising out of the use of a Special Type Vehicle, any other mechanically propelled plant, or any attachment to the Insured Vehicle while operating as a tool of trade.



Section 3 - Damage

3.1 Damage to the Insured Vehicle by Fire or Theft

We will indemnify You in respect of damage to the Insured Vehicle and its Accessories caused by fire, theft or attempted theft. Other than as detailed in subsection 3.4 this indemnity will not exceed the market value of the Vehicle and its Accessories immediately before the occurrence of such damage.

3.2 Damage to the Insured Vehicle other than by Fire or Theft

We will indemnify You in respect of damage to the Insured Vehicle and its Accessories caused by means other than fire, theft or attempted theft. Other than as detailed in section 3.4, this indemnity will not exceed the market value of the Vehicle and its Accessories immediately before the occurrence of such damage.

3.3 Medical Expenses

We will, at Your request, pay the cost of medical expenses in respect of any person who sustains bodily injury, caused by accidental means in connection with the use of the Insured Vehicle, while in the Insured Vehicle. The amount payable in respect of each person injured shall not exceed £250.

3.4 New for Old Replacement Cover

If any Private Car **or Commercial Vehicle with a gross vehicle weight of 3.5 tonnes or less** covered by Your policy is, within one year of first being registered, either:

- a) Damaged to such an extent that the costs of repair would exceed 50% of the manufacturer's recommended retail price plus taxes;
- b) Lost by theft and not recovered.

We will replace it with a new Private Car or Commercial Vehicle with a gross vehicle weight of 3.5 tonnes or less of the same make and model.

Provided always that:

- i. You request it; and
- ii. Any other interested party known to Us consents; and
- iii. Such a replacement is available

3.5 Personal Accident

We will as a result of an employee, member or volunteer of the Insured incurring:

- a) Death;
- b) Total and irrecoverable loss of sight in one or both eyes;
- c) Total and irrecoverable loss of use of one or more limbs

Pay the relevant employee, member, volunteer or their legal representative £10,000,

Provided always that:

- i. Such death or bodily injury is caused by accidental means as a direct result of the use of the Insured Vehicle;
- ii. The payment will only apply in respect of one occurrence and Our total liability will not in aggregate exceed £10,000 in respect of any one person during any one period of insurance.

We will not provide cover in respect of:

1. Suicide or attempted suicide or where self harm, alcohol or drug use forms a contributing factor
2. Any person aged 75 years or over

3.6 Personal Effects

We will indemnify You or at Your request, any other person, in respect of damage to personal effects while in or on the Insured Vehicle resulting from fire, theft, attempted theft or accidental means.

Provided always that:

- a) The amount payable in respect of any one occurrence will not exceed £500;
- b) We may at Our option repair, replace or pay in cash the current market value of any such personal effects;
- c) Receipt by the person indemnified will constitute a discharge in respect of any claim under this section

We will not be liable for loss of or damage to any money, securities, jewellery, furs, goods, equipment or samples carried in connection with any trade or business, or any property for which there is in force a valid insurance policy.

3.7 Loss of Keys

If the keys, or any other removable ignition device or lock transmitter, for the Insured Vehicle are lost or stolen then We will, at Your request, pay up to £1,000 in respect of any one event for each Insured Vehicle to replace:

- a) The door locks and/or boot lock;
- b) The ignition and/or steering lock;
- c) The lock transmitter and/or central locking interface.

Provided always that:

- i. Any other interested party known to Us consents; and
- ii. Indemnity under this section does not exceed the market value of the Insured Vehicle immediately before the loss or damage occurred; and
- iii. You let the police know about the loss as soon as it is discovered.

We will not be liable for the cost of replacing any alarms or other security devices fitted to the Insured Vehicle.

3.8 Repairs and Spare Parts

Following a claim under sections 3.1 or 3.2 We will:

- a) Pay the reasonable cost of removal of the Insured Vehicle to the nearest competent repairer, and delivery to You once repairs have been completed
- b) At Our discretion repair or replace the Insured Vehicle and / or its Accessories, or make a cash settlement not exceeding the market value of the Insured Vehicle or its Accessories, at the time of damage
- c) Not be liable for any sum in excess of the maker's last list price in the United Kingdom for the supply of any spare part (and at Our discretion a cash settlement on this basis may be made if a spare part cannot be obtained).

We will not be liable for further damage caused where, due to any delay in the supply of a spare part or postponement of repairs, You use the Insured Vehicle in a damaged condition.

Repairs may be commenced if a completed claim form and detailed estimate are sent to Us on the day that any instructions to repair are given. Where instructions to repair the Insured Vehicle are given by You, any damaged part which has been replaced should be retained for a minimum period of 10 days following completion of the repair.

3.9 Service and Repair

We will indemnify You when the Insured Vehicle is in the care, custody or control of a motor trader for the purposes of service or repair.

Exclusions to Section 3

Section 3 of the policy will not provide cover for:

- 1) Wear and tear;
- 2) Mechanical, electrical, electronic or computer breakage, failure or breakdown;
- 3) Depreciation;
- 4) Loss of use;
- 5) In respect of section 3.1 – loss of or damage to the Insured Vehicle caused by theft or attempted theft where the ignition key or other removable ignition device has been left in or on the Insured Vehicle whilst such vehicle is unattended; or the vehicle has been left with the windows or roof panel open; or reasonable precautions have not been taken to protect the vehicle;
- 6) In respect of section 3.2 – damage to tyres caused by the application of brakes or by punctures, cuts or bursts;
- 7) Damage to the Insured Vehicle caused directly by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speeds;
- 8) Damage caused by fraud or deception.

Section 4 – Trailers

We will indemnify you in respect of any Trailer declared to Us whilst they are attached to or detached from Your vehicle.

Insurance for any undeclared Trailer will be the same as that for Your vehicle towing it, but only while it is attached to that vehicle.

Provided always that We will not be liable:

- a) For property being carried in or on a Trailer;
- b) To indemnify You in connection with the Insured Vehicle or Trailer whilst the Insured Vehicle is drawing a greater number of Trailers or otherwise than is permitted by law.

Section 5 – Unauthorised Use

We will indemnify You under section 2 and sections 3.1 and 3.2 (if operative) when the Insured Vehicle is being used without Your knowledge or consent, or the knowledge or consent of an authorised official of Yours. We will not be liable under the terms of this section to indemnify any person driving or using the Insured Vehicle.

Section 6 – Foreign Use

Your policy provides cover on the basis outlined in Your policy schedule within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man; any other member country 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 EU Directive on insurance of civil liabilities arising from the use of motor vehicles

Additionally, We will indemnify You in respect of:

- a) General average, salvage, sue and labour charges arising from transportation by sea provided that section 3.2 is operative in respect of the Insured Vehicle;
- b) The enforced payment of customs duty following damage to the Insured Vehicle

giving rise to a valid claim under sections 3.1 or 3.2.

Section 7 – Motor Insurance Database

Unless otherwise agreed by Us, You must supply full details of any motor vehicle insured under this policy for entry onto the Motor Insurance Database, as required by the relevant law applicable within Great Britain and Northern Ireland. You must notify Us immediately, and in writing, of any change of Insured Vehicle and said change(s) will be subject to terms and pro rata adjustment of premium as deemed necessary by Us.

Where We agree to You updating the Motor Insurance Database, We will provide full access details to enable You to fulfil the requirements of the relevant law applicable within Great Britain and Northern Ireland. At the end of each declaration period (as specified on your policy schedule) You will need to notify us of all changes and Your premium will be adjusted based on pro rata calculations.

Section 8 – Hiring Agreements

If to Our knowledge the Insured Vehicle is the subject of any contract or hire purchase agreement all settlements made in cash under sections 3.1 and 3.2 will be to the owner whose receipt will constitute a discharge of Our liability.

Section 9 – Cover

Cover under Your policy will apply in relation to incidents happening within the Territorial Limits in respect of death of or bodily injury to any person, or damage to property, caused or arising in the period of insurance stated in the schedule. The extent of cover applicable is as stated in the schedule and any relevant endorsements, and the following sections shall apply:

Comprehensive

Sections 1 - 10 apply.

Comprehensive excluding Windscreens

Sections 1 - 10 apply apart from section 3.2, which is cancelled solely in respect of claims for the breakage of glass windscreens, windows or sunroofs.

Third Party, Fire and Theft

Sections 1 - 3.1, 3.8 and 4 - 10 apply.

Third Party Only

Sections 1 - 2, 6 - 7 and 9 -10 apply.

Fire and Theft Only

Section 3 operates only in respect of loss or damage caused directly by fire, lightning, self-ignition or explosion, or by theft or attempted theft.

Section 10 – Excesses

We will not be liable for the Excess as stated on the policy schedule. Any Excess specified on the schedule will apply to each of the Insured Vehicles, unless otherwise amended by endorsement.

Where the Insured Vehicle is being driven by, or in the charge of for the purposes of being driven, a young or inexperienced driver, then the amount of the Excess shown on the policy schedule will be increased by the following amounts:

- | | |
|--|-----------------|
| a) Drivers under the age of 21 | Additional £250 |
| b) Drivers aged 21 – 25 | Additional £150 |
| c) Drivers who have held a Licence for less than 12 months at the time of the loss or damage | Additional £150 |

Where a driver falls into more than one of the categories listed above, then the higher additional excess shall apply.

Section 11 – General Exclusions

This policy does not provide cover in respect of:

1.Contractual Liability or Liquidated Damages

Any liability assumed by You by agreement which would not have attached in the absence of such agreement, and any indemnity in respect of liquidated damages or under any penalty clause

2.Deliberate Acts

Death, injury, loss or damage arising directly or indirectly as a result of a deliberate act by You, except so far as is necessary to comply with the laws relating to compulsory motor insurance in any country within the Territorial Limits of Your policy.

3.Earthquake or Riot

Any accident, death, bodily injury or damage to property except under section 2 arising during, or in consequence, of:

- a) Earthquake occurring outside the Territorial Limits of the policy, or any other member state of the European Union;
- b) Riot or civil commotion occurring;
 - i. In Northern Ireland;
 - ii. Outside Great Britain, the Isle of Man, the Channel Islands or any other member state of the European Union

4.Lessor Negligence

The owner of an Insured Vehicle leased to You, where liability is caused by the negligence of such owner or the servant or agent of such owner

5.Unauthorised Use

Any claim occurring while the Insured Vehicle is, with Your knowledge or consent, being:

- a) Used for a purpose not permitted under Your Certificate;
- b) Driven by any person not authorised to drive by Your Certificate;
- c) Racing of any description or being used in any contest, competition, rally or speed trial.

This exclusion will not apply to claims made under section 3.9

6. Unlicensed Drivers

Any claim occurring while the Insured Vehicle is being driven:

- a) By You, unless You hold a Licence, or have held and are not disqualified from holding or obtaining such a Licence;
- b) With Your general consent, by any person who You know does not hold a Licence, unless such person has held and is not disqualified from holding or obtaining such a Licence.

This exclusion will not apply when Section 12, clause 12 operates.

Section 12 – General Conditions

1. Cancellation

Your cancellation rights

You have the right to cancel Your policy within fourteen days of the commencement of cover, or the receipt of Policy documentation, whichever is the later (this period is referred to as the 'cooling off period'). You should exercise this right by contacting Your insurance broker in writing to advise of Your intention to cancel the policy. We will cancel Your policy record on the Motor Insurance Database with effect from the date that We receive Your written cancellation notice from your insurance broker.

If You exercise Your right to cancel during the 'cooling off period', You will be entitled to a return of premium. Any return of premium will be calculated on a proportionate basis, less an administration charge of £100 to cover operational costs. The amount of premium to be refunded under this condition will be reduced by all unpaid premiums or unpaid premium instalments due. The return of any premium due is subject to no claim having been made, and no incident having arisen which may give rise to a claim, under Your policy.

You have no rights of cancellation outside of the 'cooling off period'.

Our cancellation rights

We may cancel Your policy by sending fourteen days' notice to You in writing to Your last known address. If the premium has been paid in full, You may be entitled to a proportionate return of the premium for the unexpired period of insurance, provided that no claim has been made or incident has arisen which is likely to give rise to a claim. The amount of premium to be refunded under this condition will be reduced by all unpaid premiums or unpaid premium instalments due. If the premium for Your policy is paid by instalments, the cancellation procedure that will apply will be as set out in Your instalment agreement.

2. Claims

In the event of any liability, loss, damage or injury in consequence of which a claim is made or may be made under this policy, or upon the receipt by You of any legal proceedings, then You must:

- a) As soon as reasonably possible, and in any event within 90 days, notify Us of any accident or claim, and provide Us with such information as We may require to deal with the claim;
- b) Send to Us immediately upon receipt any letter of claim, writ, summons or other legal document;
- c) Inform Us immediately of any pending prosecution, coroner's inquest or fatal accident inquiry should the person claiming or their legal representative(s) have any knowledge of these;
- d) Not make any admission of liability, or pay or offer to pay any money, without Our prior written consent;
- e) Allow Us, in Your name or in that of any person entitled to indemnity under this policy, to take full conduct and control of all negotiations and proceedings which may arise in respect of any claim and the settlement thereof, and to provide Us with any assistance required in this regard;
- f) Allow Us, or our authorised agents, full access to the Insured Vehicle for the purposes of inspection;

- g) 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;
- h) Should We refuse indemnity in respect of an accident due to any omission, misstatement or non-disclosure, but have a liability to pay a claim under the Road Traffic Acts, then we will reserve the right to settle such claims or judgments, without prejudice to our position under this policy, and seek reimbursement of all payments from you.

3. Discharge of Liability

We may at any time pay any limit of indemnity, after deduction of any sum already paid, or any lower amount for which a claim may be settled, and then relinquish the conduct and control and be under no further liability in respect of the claim, except for the payment of Costs and Expenses incurred with the Our prior written consent, prior to the date of such payment.

4. Fair Presentation

You must make a fair presentation of the risk at inception, renewal and any adjustment of the policy. We may avoid the policy, and treat it as though it had not existed from inception, and refuse to pay any claims, where any failure to make a fair presentation is deliberate and reckless, or of such a nature that had You made a fair presentation We would not have issued the policy. Where any failure to make a fair presentation is deliberate or reckless, We may retain any premium paid by You.

If You have not made a fair presentation of the risk, but were not deliberate or reckless in so doing, and We would have issued the policy on different terms had a fair presentation been made, We may:

- a) Reduce the amount payable in respect of any claim proportionately. The proportion for which We shall be liable will be calculated by comparing the premium charged for the risk as a percentage of the premium that We would have charged had a fair presentation been made;

- b) Treat the policy as though it had included any additional terms or conditions that We would have applied had a fair presentation been made.

5. Fraud

If You, or anyone acting on Your behalf:

- a) Makes any false or otherwise fraudulent claim;
- b) Makes any exaggerated claim;
- c) Supports an otherwise genuine claim by the supply of falsified or fraudulent documents, devices or statements;
- d) Makes any claim for loss or damage which You, or anyone acting on Your behalf, caused deliberately.

Then We will be entitled to:

- i. Refuse to pay the whole of the claim;
- ii. Recover from You any monies already paid as either full or part settlement of the claim.

At Our discretion, We may also notify You that We will be terminating the policy with effect from the date of the earliest of any acts described in subsections a) to d) above. In that event, all cover under the policy will cease from the date of termination and You will not be entitled to any refund of premium. We may pass details to fraud prevention and law enforcement agencies who may access and use this information.

6. Law Applicable to Contract

Unless We agree otherwise, all aspects of the policy will be subject to English law and the decisions of the English Courts. The language of the policy and all communications relating to it will be English.

7. Other Insurances

If at the time of any incident giving risk to a claim under this policy there is in force any other insurance covering the same liability, loss, damage or injury, whether effected by You or not, then We will not be liable to contribute to such claim.

8. Our Rights

We will be entitled to possession and ownership of the Insured Vehicle or its remains if any payment is made for actual or constructive total loss of the Insured Vehicle.

9. Payment of Premium

The policy will provide insurance as described herein for the period of insurance shown on the policy schedule, provided that the premium(s) and other charges are paid to and accepted by Us on or before the payment date shown in the schedule. Taxes, levies and other relevant fiscal charges are payable in addition to the premium.

The premium is deemed paid and accepted on receipt by Us, or the broker appointed to place this insurance with Us.

10. Reasonable Precautions

You must take all reasonable steps to:

- a) Comply with the terms and conditions laid out in this policy;
- b) To prevent the occurrence of any loss, damage or liability;
- c) To maintain the Insured Vehicle in a roadworthy condition.

11. Rights of Third Parties

A person or company who was not a party to Your policy will have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce the terms of Your policy. This will not affect any right or remedy available to a third party aside from this Act.

12. Sanctions

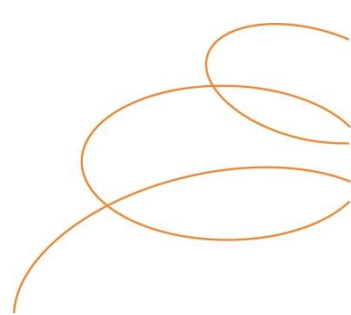
The Insurer shall not provide cover and the Company shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Company to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America

13. Unlicensed Drivers

We will indemnify You in circumstances when the Insured Vehicle is being driven by, or in the charge of, for the purposes of being driven, a person who does not hold a Licence to drive the Insured Vehicle where such a License to drive is not required by law.

Provided always that:

- a) The terms of the Certificate will otherwise apply;
- b) In respect of the Insured Vehicle, other than any Agricultural Vehicle, the person driving is of an age to hold a Licence to drive the Insured Vehicle on a Road.



B. Leased Cars – Employee Scheme

Applicable only where noted specifically on Your policy schedule, and to be read in conjunction with the Motor section of this wording.

Section 1 – Special Definitions

Unless otherwise stated in the policy wording, or unless an alternative definition is specified, then the following words (highlighted in bold) will be taken to have the same meaning whenever they appear in Section C. of Your policy.

Vehicle

Any Vehicle forming part of an employee leasing scheme.

Section 2 – Excesses

We will not be liable for the Excess as stated on the policy schedule. Any Excess specified on the schedule will apply to each of the Vehicles, unless otherwise amended by endorsement.

Where the Vehicle is being driven by, or in the charge of for the purposes of being driven, a young or inexperienced driver, then the amount of Excess shown on the policy schedule will be increased by the following amounts:

- a) Drivers under the age of 21
Additional £250
- b) Drivers aged 21 – 25
Additional £150
- c) Drivers who have held a Licence for less than 12 months at the time of the loss or damage
Additional £150

Where a driver falls into more than one of the categories listed above, then the higher additional excess shall apply.

Section 3 – Personal Effects

We will indemnify You or at Your request, any other person, in respect of damage to personal effects while in or on the Vehicle resulting from fire, theft, attempted theft or accidental means.

Provided always that:

- a) The amount payable in respect of any one occurrence will not exceed £250;
- b) We may at Our option repair, replace or pay in cash the current market value of any such personal effects;
- c) Receipt by the person indemnified will constitute a discharge in respect of any claim under this section.

We will not be liable for loss of or damage to any money, securities, jewellery, furs, goods, equipment or samples carried in connection with any trade or business, or any property for which there is in force a valid insurance policy.

Section 4 – Medical Expenses

We will at Your request pay the cost of medical expenses in respect of any person who sustains bodily injury, caused by accidental means in connection with the use of the Insured Vehicle, while in the Vehicle. The amount payable in respect of each person injured shall not exceed £250.

Section 5 – Personal Accident

We will as a result of Your employee, member or volunteer incurring:

- a) Death;
- b) Total and irrecoverable loss of sight in one or both eyes;
- c) Total and irrecoverable loss of use of one or more limbs;

Pay £10,000,

Provided always that:

- i. Such death or bodily injury is caused by accidental means as a direct result of the use of the Vehicle;
- ii. The payment will only apply in respect of one occurrence and Our total liability will not in aggregate exceed £10,000 in respect of any one person during any one period of insurance.

We will not provide cover in respect of:

1. Suicide or attempted suicide or where self harm, alcohol or drug use forms a contributing factor;
2. Any person aged 75 years or over.

C. Loss of No Claims Discount / Excess

Applicable only where noted specifically on Your policy schedule, and to be read in conjunction with section A. of this wording.

Section 1 – Special Definitions

Unless otherwise stated in the policy wording, or unless an alternative definition is specified, then the following words (highlighted in bold) will be taken to have the same meaning whenever they appear in Section D. of Your policy.

Excess

The first amount of each and every claim under a current Private Car policy that the Insured Person has agreed to pay.

Insured Person

Any employee, member or volunteer of the Insured who is authorised by the Insured to use a Private Car in connection with the business.

No Claims Discount (NCD)

A discount allowed by an insurer under a Private Car policy as a reduction from the normal premium payable, in recognition of a period of insurance without any claim being made.

Private Car

Any vehicle designed for the carriage of up to 7 passengers (not including the driver) and not otherwise classified as an Agricultural Vehicle, Special Type Vehicle or Motorcycle and which is not used for hire and reward, which is not Your property or provided by You

Section 2 – Cover

We will indemnify the Insured Person in respect of:

- a) Loss or reduction in No Claim Discount;
- b) Payment of an Excess

Incurred as a result of an accident occurring within the Territorial Limits of the policy, involving a Private Car which at the time of the accident was

being used by the Insured Person in connection with the business.

Section 3 – Special Exclusions

We will not provide cover in respect of:

- a) Any claim directly resulting from the use of a Private Car by the Insured Person for the purposes of commuting between their domestic residence and their normal place of work;
- b) Any amount in excess of the sum specified as the limit in respect of any one claim, and noted on the policy schedule;
- c) Any temporary payment of an Excess or loss of No Claims Discount.

Section 4 – Special Conditions

In the event of the loss of No Claim Discount We will pay the loss of or reduction in the following year's NCD between that earned and that which would have been earned had the accident not occurred.

The calculation of the amount to be paid will be based on the scale of No Claim Discount in force at the time of the accident

At Our request, the Insured Person will provide evidence from their Private Car insurer stating the following:

- a) Amount of No Claim discount permanently lost;
- b) Scale of No Claim discount;
- c) Date of the accident and location;
- d) Amount and reason for the Excess applied.

Data Protection

From 25th May 2018 the General Data Protection Regulation (GDPR) comes into effect. Protector Insurance is committed to ensuring that privacy is protected and has updated its Privacy Policy accordingly. The Privacy Policy is a statement explaining what data is collected from customers and how it is used. The Privacy Policy can be accessed on the Company website

<https://www.protectorinsurance.co.uk/privacy-policy>

From time to time the contents of this policy may be updated and you should check the website periodically for updates.

Appointed Agent

Where **you** have declared an existing relationship with an **Appointed Agent** as described below **you** agree that this Agent is a data processor in relation to **your** data and the insurance contract.

You agree that all processing undertaken on **your** behalf is performed in a manner compliant with Regulation (EU) 2016/679 EU (GDPR) Article 28 and governed by a separate contract between **you** and the Processor. **You** agree that the contract will contain the provisions, requirements and conditions as prescribed by Article 28 (3) GDPR.

You warrant that due to this agreement between **you** and the Agent, the Agent has full capacity, authority and necessary approvals to exchange and process data with **you** and Protector Insurance as required for the purpose of fulfilment of this contract and in line with Protector's published Data Privacy Notice.

Appointed Agent is deemed to mean any party other than an appointed advisor or Protector, who performs a service such as claims handling in connection with this policy on **your** behalf.

Authority and Regulation

This insurance is underwritten by Protector Forsikring ASA, which is regulated by Finanstilsynet, Norway, registration number 985279721 for conduct of business. Protector is registered with the Financial Conduct Authority (FCA) 602381 for applicable UK insurer conduct regulation by the Prudential Regulation Authority .

Registered in the UK (Companies House FC033034) as Protector Insurance, City Tower, Piccadilly Plaza, Manchester M1 1BT.

Your Right to Complain

Every effort is made to ensure that You receive a high standard of service. However, if you are not satisfied and our service does not meet your expectations please contact us and provide your policy/claim number and the Insured name to help us deal with your comments quickly:

Customer Relations Manager
 Protector Insurance
 7th Floor,
 3 Hardman Street,
 Spinningfields,
 Manchester,
 M3 3HF
 Tel: 0161 274 9077

Email: csm@protectorinsurance.co.uk

If your cover was purchased through an intermediary and your complaint relates to the way in which your insurance was sold, the service provided by your intermediary or to a claim, your intermediary will deal with your complaint.

If your complaint is about our service or the policy terms and conditions, your insurance intermediary may refer your complaint to us. We or your insurance intermediary will investigate your complaint and issue a final response letter.

We will acknowledge your complaint within 5 business days of receipt. In the unlikely event that your complaint hasn't been resolved within 4 weeks of receipt, we'll write and advise you of the reasons why and the further action we will take. Within eight weeks of receipt we will either issue you with a final response letter detailing the outcome of our investigation and our decision, or a letter confirming when we anticipate to have concluded our investigation.

If you are unhappy with the response and you are an eligible complainant (an individual consumer or a micro-enterprise or a charity or trustee of a trust) you may wish to contact the Financial Ombudsman Service

Their address is:
 The Financial Ombudsman Service Exchange Tower
 London E14 9SR

Consumer helpline number: 0800 0234567 Internet:
www.financial-ombudsman.org.uk

