

Important Notes

Material Facts

Under the Insurance Act 2015, you have a responsibility to make fair representation of your risk to us. This means that you must:

- *Disclose to us every material circumstance which you know or ought to know or, failing that, sufficient information to alert us that we need to make further enquiries; and*
- *Make such disclosure in a reasonably clear and accessible manner; and*
- *Ensure that, in such disclosure, any material representation as to a: (a) matter of fact is substantially correct; and (b) matter of expectation or belief is made in good faith*

A circumstance of representation is material if it would influence a prudent insurer's judgement in determining whether to take the risk and, if so, on what terms. You must also make fair representation of the risk to us in connection with any variations e.g. changes you wish to make to policy throughout the policy period and at renewal.

If you fail to make a fair presentation of the risk then this could affect the extent of cover provided or could invalidate your policy. If you are in any doubt as to whether a circumstance is material then you should disclose it.

Statutory Note

The parties to this contract are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this Insurance shall be subject to English Law.

Motor Insurance Anti-Fraud and Theft Register

Insurers pass information to the Motor Insurance Anti Fraud and Theft Register, run by the Association of British Insurers (ABI). The aim is to help us check information provided and also to prevent fraudulent claims. When we deal with your request for insurance we may search this register. 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 claim. When you tell us about an incident, we will pass information relating to it to the register.

Motor Insurance Database

Your insurance cover details will be added to the Motor Insurance Database run by the Motor Insurers' Information Centre (MIIC). This has been set up to help identify uninsured drivers, and may be searched by the Police to help confirm who is insured to drive. If there is an accident, the Database may be used by insurers, MIIC and the Motor Insurers' Bureau to identify relevant policy information. You can ask us more information about this. You should show this notice to anyone insured to drive any vehicle covered under the policy.

Carraig Insurance Company Limited reserves the right to decline any proposal.

Data Protection & Privacy Policy

Direct Commercial Ltd is a Data Controller under the European General Data Protection Regulations. Personal Data provided in connection with this policy will be used and processed in line with our Privacy Policy. A copy of this is available at www.carraiginsurance.com alternatively a copy can be requested at any time, via email to enquiries@carraiginsurance.com, via phone on 01245 459 700 or writing to the Data Protection Officer, Carraig Insurance Company, First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar.

NOTICE TO POLICYHOLDER – ALL QUESTIONS MUST BE ANSWERED IN FULL. BLANKS &/OR DASHES ARE NOT ACCEPTABLE

Name of Proposer _____

Telephone _____ **Fax (if applicable)** _____

Email _____

VAT Registration No. _____ **% Recoverable** _____

Business or Trade _____

Company Registration No. _____

Vehicle Use

- a) What is the general nature of the goods carried? Yes No
- b) Will the goods be carried for hire and reward? Yes No
- c) Will explosives, chemicals, chemical by-products, acid or goods of a generally dangerous or inflammable nature be carried at any time? Yes No
- d) Will vehicles be used in the vicinity of aircraft? Yes No
- e) Will passengers be carried for hire and reward or for any other purpose? Yes No

If the answer to any of b), c), d) or e) is "Yes", please give details below, or, if you are in any doubt please consult your broker/agent.

Period of Insurance 12 months from / / (DD/MM/YY)

Declaration

We declare to the best of our knowledge and belief that the details given above, and particulars that have been supplied by us including but not limited to a verified claims experience and a full schedule of vehicles/items to be insured, are true and complete and nothing which might influence Carraig Insurance Company Ltd. in accepting or assessing this insurance has been withheld.

We undertake that the vehicle(s) will not be driven by any person(s) who:

- a) *Has been refused any motor vehicle insurance or continuance thereof.*
- b) *Suffers from any disease, physical or mental infirmity which impairs ability to drive.*
- c) *Has during the past 5 years been convicted of (nor has any pending) any of the following motoring offences:- manslaughter, causing death by dangerous driving, dangerous or reckless driving, driving under the influence of alcohol or drugs, failing to stop after an accident, any offence or combination of offences which resulted in suspension of driving.*
- d) *Has not supplied all relevant driving licence(s) for inspection by us, a copy of which will be retained by us.*

Unless such person(s) has been declared to Carraig Insurance Company Limited and their permission given for that person(s) to drive the vehicle(s).

We further understand that you will pass the information on this form and about any incident we may give details of to ABI so that they can make it available to other Insurers. We also understand that, in response to any searches you may make in connection with this application, or any incident we have given details of, ABI may pass you information it has received from other Insurers about other incidents anyone insured to drive the vehicle covered under the policy have been involved in.

We agree that this proposal and declaration shall be the basis of all contracts of motor insurance between Carraig Insurance Company Limited and ourselves.

We confirm that we have read and understood the summary of cover (Key Facts) which is attached to this document, a copy of which we have retained for our records.

Signed _____

Status _____ **Date** _____

Motor Fleet Insurance Policy Summary

The following is a summary of our motor fleet policy and does not contain the full terms and conditions of the contract of insurance that you may enter into with Carraig Insurance Company Limited. Full terms and conditions can be found in the Policy Document. This summary does not form part of your Contract of Insurance.

Carraig Insurance Company Limited is authorised and regulated by the Financial Services Commission.

Type of Insurance and Cover

Carraig Insurance Company Ltd. offers the following motor fleet insurance covers:

- Comprehensive
- Third Party Fire & Theft
- Third Party Only

Features and Benefits

Cover	Comprehensive	Third Party, Fire & Theft	Third Party Only
Liability to others in respect of death or injury to another person.	Unlimited	Unlimited	Unlimited
Damage to other people's property by your private car.	£20,000,000	£20,000,000	£20,000,000
Damage to other people's property by your commercial vehicle.	Up to £5,000,000	Up to £5,000,000	Up to £5,000,000
Manslaughter defence costs	Included	Included	Included
Liability to others whilst towing a trailer or caravan	Included	Included	Included
Damage to your vehicle up to a maximum of £2,000,000 in connection with any occurrence or series of occurrences arising out of one incident.	Included	Included (if caused solely through fire &/or theft)	Excluded
Loss or damage to your vehicle by fire, theft or attempted theft.	Included	Included	Excluded
Loss or damage to manufacturers fitted audio equipment.	Included	Included (if caused solely through fire &/or theft)	Excluded
Glass repair or replacement	Included	Excluded	Excluded
Personal effects	Included	Excluded	Excluded
Medical expenses	Included	Excluded	Excluded
Foreign use (including commercial vehicles of all sizes).	Included (Subject to prior notification)	Included (Subject to prior notification)	Included (Subject to prior notification)

Exclusions

The following is a brief list of exclusions:

- Any liability to others or loss or damage to any vehicle covered under this insurance when your vehicle is being driven in an unsafe, unroadworthy or damaged condition either before or after an accident.
- Any liability to others, or loss or damage to your vehicle when your vehicle is carrying an insecure load.
- Any liability to others, or loss or damage to your vehicle whilst your vehicle is being used as a tool of trade. Any liability to others, or loss or damage to your vehicle whilst your vehicle is "Airside".
- Theft or attempted theft of your vehicle unless the ignition key is removed away from the vehicle and all doors and other openings are closed and locked.
- Theft of your vehicle by deception.
- Any loss or damage to your vehicle caused by or arising out of the tipping operation of your vehicle, unless otherwise agreed by us.

Geographical Limits

At a minimum, we will provide the minimum insurance needed by the relevant law whilst you are using the insured vehicle(s) in the United Kingdom.

In the event you are required to travel abroad, please refer to your Broker in order to seek agreement for cover in the geographical limits required.

Policyholder Obligations

Under the Insurance Act 2015, you have a responsibility to make fair representation of your risk to us. This means that you must:

- Disclose to us every material circumstance which you know or ought to know or, failing that, sufficient information to alert us that we need to make further enquiries; and
- Make such disclosure in a reasonably clear and accessible manner; and
- Ensure that, in such disclosure, any material representation as to: (a) a matter of fact is substantially correct; and (b) a matter of expectation or belief is made in good faith.

A circumstance of representation is material if it would influence a prudent insurer's judgement in determining whether to take the risk and, if so, on what terms. You must also make fair representation of the risk to us in connection with any variations e.g. changes you wish to make to policy throughout the policy period and at renewal.

If you fail to make a fair presentation of the risk then this could affect the extent of cover provided or could invalidate your policy. If you are in any doubt as to whether a circumstance is material then you should disclose it.

Cancellation by Policyholder

If you are a consumer (refer to your broker for clarification) you have the right to cancel this contract within fourteen days of the inception/renewal date or the date you receive the policy documents, without giving a reason. To exercise this right you must request cancellation in writing to Direct Commercial Limited, Redwing House, Colchester Road, Chelmsford, CM2 5PB. On receipt of this we will refund the premium you have paid but first deducting a charge for the cover provided from the beginning of the contract until the policy is cancelled.

If you are a commercial customer (again, refer to your broker for clarification) you may cancel this contract at any time by requesting cancellation in writing to Direct Commercial Limited, Redwing House, Colchester Road, Chelmsford, CM2 5PB. For any details of any return premium please refer to the Conditions section of the Policy Document.

Cancellation by Insurers

We may cancel this contract at any time by providing seven days' notice by registered letter to your last known address, without giving a reason. Provided that certificate(s) of insurance and policy document are returned to Direct Commercial Limited, Redwing House, Colchester Road, Chelmsford, CM2 5PB within seven days we will return a pro-rata proportion of the premium subject to all claims raised being discharged.

Claims

If a claim or possible claim occurs you must report this to our claims operation on 01245 678 345 as soon as possible. This service is available 24 hours a day, 7 days a week.

Complaints

If you have any questions or concerns about your insurance or the handling of a claim which cannot be resolved by your broker, please contact Carraig Insurance Company Limited, First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar.

If, after following the procedures set out above, your complaint has not been resolved to your satisfaction and you are an eligible complainant you have the right to refer the matter to the Financial Ombudsman at the following:

Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Email: complaint.info@financial-ombudsman.org.uk

Telephone: 0300 123 9 123 or 0800 023 4567

Compensation

Carraig Insurance Company Limited is a member of the Financial Services Compensation Scheme (FSCS).

You may be entitled to compensation under the scheme if we are unable to meet our obligations. Further information about the compensation scheme is available from the FSCS or by visiting the Financial Services Compensations Scheme website at www.fscs.org.uk

Data Protection Act & Privacy Policy

Carraig Insurance Company Limited is a Data Controller under the European General Data Protection Regulations. Personal Data provided in connection with this policy will be used and processed in line with our Privacy Policy.

A copy of this is available at www.carraiginsurancecompany.com, alternatively a copy can be requested at any time, via email to enquiries@carraiginsurance.com, via phone on 01245 459 700 or writing to the Data Protection Officer, Carraig Insurance Company, First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar.

Information relating to your insurance policy will be added to the Motor Insurance Database ("MID") managed by the Motor Insurers' Bureau ("MIB"). MID and the data stored on it may be used by certain statutory and/or authorized bodies including the Police, the DVLA, the DVANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

- (i) Electronic Licensing
- (ii) Continuous Insurance Enforcement;
- (iii) Law enforcement (prevention, detection, apprehension and/or prosecution of offenders)
- (iv) The provision of government services and/or other services aimed at reducing the level and incidence of uninsured driving.

If you are involved in a road traffic accident (either in the UK, the EEA or certain other territories), insurers and/or the MIB may search the MID to obtain relevant information. Persons (including his or her appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.

It is vital that the MID holds your correct registration number. If it is incorrectly shown on the MID you are at risk of having your vehicle seized by the Polices.

You can check that your correct registration number details are shown on the MID available at www.askmid.com