

# Motor Fleet Policy Document



# Motor Fleet Policy

This Policy is a contract between Us (Unicorn Underwriting Limited) on behalf of Berkshire Hathaway International Insurance Limited and You the Policyholder.

You or Your insurance adviser have supplied information and/or completed and signed a proposal form, which has been relied on by Us and forms the basis of this contract of insurance. We will provide insurance against any such liability loss or damage that may occur and is directly sustained in connection with the Insured Vehicle described in the Schedule in accordance with the terms exceptions and conditions set out in this Policy or any Endorsements shown in the Schedule during any Period of Insurance for which You have paid or agreed to pay the premium.

The Policy, Schedule and Certificate of Motor Insurance must be read together as one contract.

You must notify Us immediately of any changes which may affect the risk. Failure to do so could result in the contract of insurance NOT being valid.



Jon Bryant  
Underwriting Director

Unicorn Underwriting is authorised and regulated by the Financial Conduct Authority FRN474137. This Policy is underwritten by Berkshire Hathaway International Insurance Limited, 4th Floor, 8 Fenchurch Place, London, EC3M 4AJ. Berkshire Hathaway International Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority FRN 202967. Berkshire Hathaway International Insurance Limited is a member of the Motor Insurers' Bureau.

**Important Notice:** Please read this Policy together with the Schedule, Certificate of Motor Insurance and any Endorsements to ensure that it is in accordance with Your requirements and that You understand its terms and conditions.

You should contact Your insurance adviser immediately if You have any queries relating to Your cover.

**Please Note:** Your attention is drawn to the following;

**Market Value:** The maximum amount payable under Section 2 for any one incident shall not exceed the Market Value (as defined in the Policy) of the Insured Vehicle immediately prior to such loss or damage or Your last declared estimate of value of the Insured Vehicle (where appropriate) whichever is the lower amount.

**Keys:** If You leave Your Insured Vehicle unlocked or the keys in the Insured Vehicle and it is lost, stolen or damaged by theft or attempted theft, Policy cover will not operate other than where the vehicle is being used as a tool of trade and is in clear line of sight of the driver or operative.

**Drivers:** It is Your responsibility to ensure that all drivers of Your vehicle hold a valid driving licence of the class required to drive Your vehicle. Failure to do so may invalidate Your cover.

**Cancellation Charges; You may cancel the Policy at any time by giving written instructions returning the Certificate of Motor Insurance to Us and provided no claim has arisen during the current period of insurance You will be entitled to a return of the premium, subject to a cancellation charge which is based on Our short period charges as indicated below. As Your insurance premium comprises a number of factors, some of these will be chargeable in full, meaning that You will not receive a pro rata return of premium. Short period charges will be payable as follows:**

<b>Period not exceeding</b>	<b>Proportion of Annual Premium Payable</b>
Three Months	40%
Four Months	50%
Five Months	60%
Six Months	70%
Seven Months	80%
Eight Months or above	Full Annual Premium Payable

We may cancel the Policy by sending You seven (7) days' notice by registered post to Your last known address and in the case of Northern Ireland to the Department of the Environment for Northern Ireland and in such event will return to You the premium less a pro-rata charge for the period the Policy has been in force.

# Data Protection

## Personal information

Your insurance cover includes cover for individuals who are either insureds, insured persons or beneficiaries under the policy (individual insureds). We and other insurance market participants collect and use relevant information about individual insureds to provide you with your insurance cover and to meet our legal obligations. This information includes individual insured's details such as their name, address and contact details and any other information that we collect about them in connection with your insurance cover or in connection with claims under this Policy. This information may include more sensitive details such as information about individual's health and criminal convictions. We will process individuals' details, as well as any other personal information you provide to us in respect of your insurance cover, in accordance with our privacy notice(s) <http://www.unicornuw.com/privacy> and applicable data protection laws.

## Information notices

To enable us to use individual insureds' details in accordance with applicable data protection laws, you need to provide those individuals with a Data Protection disclosure giving them information about how we will use their details in connection with your insurance cover.

## Minimisation and notification

We will use only the personal information we need in order to effect your insurance cover. To help us achieve this, you should only provide us with information about individuals when asked to from time to time. You must promptly notify us if an individual contacts you about how we use their personal details in relation to your insurance cover so that we can deal with their queries.

Please contact:

Unicorn Underwriting

22 Bishopsgate

London

EC2N 4BQ

Telephone: +44 (0)20 7469 0100

**Fraud Prevention, Detection and Claims History:** Unicorn Underwriting Limited and its claims handling partner 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 purpose of this is to help us to check information provided and also to prevent fraudulent claims. When We deal with Your request for insurance, We may search these registers. Under the conditions of Your insurance, You must tell Us about any incident (such as an accident or theft) which may give raise to a claim. When You tell us about an incident, We will pass information relating to it to the registers.

We may seek information from other insurers and information agencies to check the information You may have supplied and We may provide the information You have supplied to other insurers for the same purpose.

If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. We and other organisations may also access and use this information to prevent fraud and money laundering, for example, when:

- Checking details on applications for credit and credit related or other facilities
- Managing credit and credit related accounts or facilities
- Recovering debt
- Checking details on proposals and claims for all types of insurance
- Checking details of job applicants and employees.

We and other organisations may access and use the information recorded by fraud prevention agencies from other countries.

**Motor Insurance Database:** Your policy details 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 authorised bodies including the Police, the DVLA, the DVLNI, the Insurance Fraud Bureau and other bodies permitted by law or regulation for purposes not limited to, but including:

- Electronic Vehicle Licensing;
- Continuous Insurance Enforcement;
- Law enforcement (prevention, detection apprehension and or prosecution of offenders);
- 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), other insurers and the MIB may search the MID to obtain relevant policy information.

Persons (including their representatives) pursuing 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.

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 Police. You can check that Your correct registration number details are shown on the MID at [www.askmid.com](http://www.askmid.com).

You can ask Us for more information about this or visit the MIB website at [www.mib.org.uk](http://www.mib.org.uk).

You should show this notice to anyone insured to drive the vehicle(s) covered under this Policy.

**Insured Vehicle:** Any additional vehicle or change of vehicle must be notified to Us as required by the Policy and for inclusion on the Motor Insurance Database. Failure to do so may invalidate Your cover.

**Law and Jurisdiction:** Unless it has been agreed otherwise between both parties, the language of the Policy and all communications relating to it will be in English and this contract of insurance will be governed by the law of England and Wales and any disputes arising in connection with this insurance will be submitted to the exclusive jurisdiction of the English courts.

**Financial Services Compensation Scheme:** If Berkshire Hathaway International Insurance Limited is unable to meet its liabilities You may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Further information about compensation scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk) or by phoning the FSCS on 0800 678 1100.

**How to make a Claim:** Claims handling services are provided in partnership with Our service provider, Gallagher Bassett (GB). If You need to make a claim (including for a broken or damaged windscreen or glass) You can call GB’s dedicated claims helpline number 0333 700 8029.

Do not admit that You are responsible, or make any offer, promise or payment without written permission from us. Follow the procedures below:

- Send Us written details as soon as possible after any accident, injury, loss or damage.
- Send Us, unanswered, any letter or other communication as soon as You receive it from anyone else involved.
- Immediately inform Us of any prosecution, coroner’s inquest or fatal accident inquiry involving any person covered by this insurance.
- Provide Us with all the information and assistance We require.

**In accordance with General Condition 3, if You make any claim which is false, fraudulent or exaggerated We have the right to:**

- **Refuse to pay the claim, or pay a reduced amount**
- **Cancel this Policy and withhold any premium due to You**

## Definitions

**The Insurer / We / Us / Our / Company:** Unicorn Underwriting Limited on behalf of Berkshire Hathaway International Insurance Limited

**Insured / Policyholder / You / Your:** The person or party named in the Schedule and the Certificate of Motor Insurance

**Policy:** This document including the Schedule, Certificate of Motor Insurance and any Endorsements which provide details of the Insured and the insurance cover.

**Schedule:** The document containing specific details of the Insured and insurance cover relating to this Policy.

**Period of Insurance:** The duration of the Policy as shown in the Schedule and Certificate of Motor Insurance.

**Endorsement:** A change of or amendment to the terms of this insurance which is attached to the Policy and activated by the Schedule.

**Insured Vehicle:** Any motor vehicle (including any Private Car) mentioned by description or registration mark on the Certificate of Motor Insurance and in the Schedule. To ensure that the cover provided under the Policy is fully operative, any addition or change of vehicles must be notified as required by the terms of the policy, and in compliance with the requirements of the Motor Insurers' Bureau. Failure to comply could lead to the vehicle not being fully insured.

**Private Car:** Any private passenger carrying vehicle with less than eight passenger seats.

**Accessories:** All accessories to the Insured Vehicle forming an integral part of the vehicle including radios, other entertainment and communications equipment connected to a power source within the vehicle, permanently fitted satellite navigation equipment as supplied by the vehicle manufacturers as standard, permanently fitted vehicle tracking systems and safety cameras.

**Certificate of Motor Insurance:** The document required by the relevant road traffic legislation to certify the existence of the minimum compulsory insurance and which describes the Insured Vehicle, who may drive and the purpose for which the Insured Vehicle may and may not be used.

**Market Value:** The cost of replacing the Insured Vehicle with a vehicle of similar make, model, age, mileage and condition immediately preceding the time of the loss or damage or Your last declared estimate of value of the Insured Vehicle (where appropriate) whichever is the lower amount.

**Excess:** The first part of any claim for which You are responsible. If more than one Insured Vehicle is involved in the same accident or claim, the excess shall apply to each vehicle separately.

**Trailer:** Any articulated or semi-trailer primarily constructed to be towed by a motor vehicle.

**Terrorism:** The use or threat of action where:

1.
  - (a) the action falls within subsection 2. below
  - (b) the use or threat is intended to influence any government and/or to put the public or any section of the public in fear
  - (c) the use or threat of any person or persons whether acting alone or in connection with any organisation(s) or government(s) and
  - (d) the use or threat is committed for political, religious, ideological or similar purposes.
2. The action falls within this subsection if it:
  - (a) involves the use of force or violence against a person or persons
  - (b) involves damage to property
  - (c) endangers a person's life other than that of the person committing the action
  - (d) creates a risk to the health or safety of the public or a section of the public
  - or
  - (e) is designed to interfere with or to disrupt an electronic system.
3. The use or threat of action falling within subsection 2) which involves the use of firearms or explosives is terrorism whether or not subsection 1) (b) is satisfied.
4. In this section:
  - (a) "action" includes action outside the United Kingdom
  - (b) a reference to any person or to property is a reference to any person or to property wherever situated
  - (c) a reference to the public includes a reference to the public of a country other than the United Kingdom and
  - (d) "any government" means the government of the United Kingdom or of a part of the United Kingdom or of a country other than the United Kingdom
5. A reference to action taken for the purposes of terrorism includes a reference to action taken for the benefit of a proscribed organisation.

Generally: Any reference to any statute or regulation is to that statute or regulation as updated or reenacted from time to time; where used in this Policy the expression "including" means "including without limitation"

## Cover Provided

The cover provided by this Policy is shown in the current Schedule and determines which of the Sections of this Policy apply

Comprehensive:	All Sections
Third Party Fire and Theft:	Sections 1, 2, (but limited to loss or damage solely in respect of fire, theft or attempted theft), 4 and 8.
Third Party Only:	Sections 1, 4 and 8.
Laid Up:	Section 2 but limited to loss or damage solely in respect of fire, theft or attempted theft.

## Section 1 - Liability to Third Parties

We will insure You in respect of all sums which You become legally liable to pay in respect of:

- death of or bodily injury to any person
- damage to property not the property of the Insured

Arising out of an accident in connection with:

- the Insured Vehicle
- the loading or unloading of the Insured Vehicle by the driver of the Insured Vehicle or other person(s) authorised by the Insured except where such loading and unloading is being undertaken outside the limits of the road or other relevant public place.

**Limit of Liability:** Our liability in respect of damage to property not the property of the Insured including all consequences of that damage, which results from an accident or series of accidents arising out of one event shall be limited to:

- £25,000,000 in respect of any Private Car including costs. The maximum the Underwriters will pay for damages shall be £20,000,000
- £5,000,000 in respect of any other Insured Vehicle.

These limits will be amended as necessary to meet the requirements of any compulsory motor insurance regulations in any country in which the event giving rise to a claim occurs.

**Legal Costs and Expenses:** In respect of any event which may be the subject of indemnity under this Section We may pay at Our discretion:

- solicitors' fees for representation at a Coroner's Inquest or Fatal Accident inquiry
- the cost of legal services for defending a charge of manslaughter or causing death by dangerous driving
- the cost of defending the Insured against any charge brought under The Corporate Manslaughter and Corporate Homicide Act 2007, up to a maximum sum of £5,000,000 in respect of any one incident for which indemnity is provided under this Policy
- any other reasonable costs or expenses incurred in connection with an incident which may give rise to a claim under this Section.

Where costs apply to both bodily injury and damage to property the costs will be allocated in the same proportions as the damages of each element represents to the total damages.

We retain the right to appoint a solicitor of Our choice with regard to any of the above.

**Indemnity to Other Persons:** We will also treat as insured under this Section:

- any person permitted to drive on the effective Certificate of Motor Insurance while driving the Insured Vehicle on the Insured's reasonable instruction or with the Insured's permission
- at the request of the Insured any person other than the driver travelling in or entering or leaving the Insured Vehicle
- in the event of the death of any person entitled to indemnity under this Section that person's legal personal representatives
- the owner of any Insured Vehicle loaned or hired to the Insured
- any person with whom the Insured has entered into a contract ("the Principal") provided that:
  - the Insured shall have arranged with the Principal for the conduct of all claims to be vested in The Company
  - the Company will not be liable in respect of death bodily injury or damage arising from the negligence of any one other than the Insured or an employee of the Insured
  - the Principal is not entitled to indemnity under any other policy
  - the Principal observes and is bound by the terms conditions and exceptions of this Policy.

**Cross Liability:** If this Policy is issued in the name of more than one party the cover provided by this Section shall apply as if separate Policies had been issued to each of the parties jointly named as the Insured but Our total liability for all claims shall not exceed the Limit of Liability stated in this Policy.

**Contingent Liability:** We will insure You and no other person in the terms of this Section whilst any employee of the Insured is using a vehicle other than an Insured Vehicle on the Insured's business. The Underwriters shall not be liable:

- if there is any other insurance covering the same liability
- for loss or damage to such vehicle.

**Emergency Treatment:** We will insure You in respect of liability for emergency treatment fees (as defined by the Road Traffic Act 1988) arising out of an accident in connection with the Insured Vehicle.

**Unauthorised Movement of Third Party Vehicles:** We will insure You in the terms of this Section in respect of the movement without the consent of the owner of any vehicle which does not belong to You by Your employee to allow legitimate passage of the Insured Vehicle during the course of Your business.

**Unauthorised Use:** We will set aside General Exception 1 and insure the You and no other person in the terms of this Section whilst the Insured Vehicle is being driven without the Your consent by any of Your employees.

**Towing Disabled Vehicles:** The Company will insure the Policyholder under the terms of Section 1 whilst the Insured Vehicle is being used for the purpose of towing one mechanically disabled vehicle provided that:

- the vehicle is not towed for reward
- the Company will not be liable in respect of damage to the towed vehicle or property being conveyed in or on such vehicle.

**Exceptions to Section 1:** We will not be liable:

- to indemnify any person driving unless that person holds a valid licence to drive the Insured Vehicle or has held and is not disqualified from holding such a licence except where the Insured Vehicle is being driven under circumstances where a licence is not required by law
- under this Section in respect of death or bodily injury to the person driving or in charge for the purpose of driving the Insured Vehicle
- for loss or damage to the Insured Vehicle or any Trailer or disabled mechanically propelled vehicle attached to it or for loss of or damage to property belonging to or in the custody and control of the Insured or the person driving the Insured Vehicle
- for death of or bodily injury to any person arising out of or in the course of their employment by the Insured except as is necessary to meet the requirements of any road traffic legislation
- where any person has committed any deliberate or intentional criminal act
- In respect of loss or damage to
  1. any premises belonging to or occupied by You or by the person driving the Insured Vehicle
  2. any other property owned by You or in Your custody and control or owned by or in the custody and control of the person driving the Insured Vehicle
  3. any property or load being conveyed by the Insured Vehicle or any Trailer owned by You or Your care custody and control

## Section 2 - Loss of or Damage to the Insured Vehicle

We will insure You against loss of or damage to the Insured Vehicle (including its Accessories and spare parts) caused by:

- accidental means including malicious damage by any person other than You or any person(s) acting under Your direction or instruction
- fire
- theft or attempted theft

by at Our own option repairing or replacing the Insured Vehicle or paying the amount of the loss or damage.

**Claims Settlement:** The maximum amount We will pay in respect of loss or damage to the Insured Vehicle shall be the Market Value of the Insured Vehicle immediately prior to the time of such loss or damage or Your last declared estimate of value of the Insured Vehicle (where appropriate) whichever is the lower amount. If to Our knowledge the Insured Vehicle is the subject of a leasing or contract hire agreement such payment shall be made to the owner described therein whose receipt shall be a full and final discharge to Us in respect of such loss or damage.

**If to our knowledge the vehicle is the subject of a Hire Purchase agreement we shall**

- settle any outstanding amount owed under the Hire Purchase agreement
- return any residual amount to the policyholder other than where there is separate insurance in force which affords this protection to the policyholder.

**Replacement Parts:** We may at our option fit replacement parts which are not supplied by the original manufacturer of the Insured Vehicle but which are of the same standard

**Excess Clause:** We will not be liable for the amount of the Excess shown in the Schedule.

Young and inexperienced drivers' Excess: If the Insured Vehicle is being driven by, or is for the purpose of driving in the care, custody and control of any driver who:

- is aged 17 - 21 years of age - additional £1,000 Excess to apply
- is aged 22 – 24 years of age – additional £500 Excess to apply
- has less than 24 months continuous driving experience under a full licence applicable to the Insured Vehicle being driven or who holds a provisional licence – additional £500 Excess to apply

**The above amounts are in addition to any other Excess shown in the Schedule.**

**Recovery and Redelivery:** If the Insured Vehicle cannot be driven as a result of loss or damage insured under this Policy We will bear the reasonable cost of protection and removal to the nearest competent repairers. We will also pay the reasonable cost of redelivering the Insured Vehicle to You after the repair of such loss or damage to Your chosen address in the United Kingdom.

**Replacement with New Car:** If within 12 months of first registration as new any Private Car which You purchase as new and which You own or which is held by You from new under a hire purchase leasing or contract hire agreement is:

- lost by theft and not recovered within 28 days or
- subject of damage covered under this Policy to the extent that the cost of repairs exceed 50% of the list price (including tax) of the Private Car at the time of such damage

Then setting aside the Claims Settlement provision in this Section, We will with Your consent and that of any other interested party replace the Private Car with a new car of the same manufacture model and specification subject to availability and We will become entitled to possession and ownership of the lost or damaged car.

If a replacement Private Car of the same manufacture model and specification is not available then the maximum amount We will pay will be the amount shown in the purchase receipt of the Private Car including its Accessories after any applicable discounts but not including the Road Fund Licence or VAT.

**Theft of Keys:** In the event of the theft of the car keys or lock transponder of any Private Car We will pay for the replacement of:

- the door locks and/or boot lock
- the ignition steering lock
- the lock transponder and/or central locking interface

Provided that Our total liability shall be limited to £500 in respect of any one occurrence.

**Exceptions to Section 2:** We will not pay for:

- loss of use depreciation or wear and tear or any part of the cost of repair that leaves the Insured Vehicle in a better condition than before the loss or damage occurred
- any reduction in market value following repair
- mechanical or electrical electronic or computer failures breakdowns or breakages
- mechanical damage arising from the use of incorrect fuel or any fuel or engine oil additive or the cost of removing such fuel or additive
- damage to tyres by the application of brakes or by punctures cuts or bursts
- loss of the Insured Vehicle where possession is obtained by misrepresentation or deception
- any cost in Excess of the manufacturers' last list price at the time of the accident in respect of any part of the Insured Vehicle which is unobtainable or obsolete
- loss or damage of the Insured Vehicle or its contents by theft or attempted theft unless the ignition key has been removed from the Insured Vehicle and the Insured Vehicle is locked and the windows and any sunroof have been secured
- audio visual recording or reproduction equipment and communication equipment permanently fitted to the Insured Vehicle over a limit of £250 (subject to the Excess shown in the Schedule) and not being the manufacturers standard equipment fitted at first registration
- any sums in Excess of £10,000,000 in respect of any one loss or series of losses arising from one event.
- any loss or damage to the Insured Vehicle caused by or arising from the use of tipping equipment or any tipping operation of the vehicle.
- any loss or damage to the Insured Vehicle caused by or arising from the use of loading/unloading apparatus or lifting equipment

## Section 3 - Windscreen

We will insure You in respect of breakage of glass in the windscreen or windows or any scratching of the Insured Vehicle's bodywork resulting solely and directly from such breakage. This is subject to the Excess shown in the Schedule. However the Excess shown in the schedule shall NOT apply if the glass is repaired rather than replaced.

## Section 4 - Trailers

The cover provided by this Policy as specified in the schedule shall be operative in respect of any

- a) Specified Trailer: any Trailer of which details have been declared to and accepted by Us provided that the trailer always remains in Your care custody and control and
  - I. where detached such trailer is kept in a secure and protected environment
  - II. the trailer is not attached to any vehicle which is not covered under this Policy
- b) Unspecified Trailer: any trailer which You own and for which You are legally responsible while such trailer is attached to the Insured Vehicle provided that:
  - I. no cover greater than that applying to the Insured Vehicle shall apply to any Trailer which is attached to it
  - II. no cover shall apply while the Trailer is attached to any vehicle which is not covered under this Policy
  - III. no cover applies while the Trailer is detached from the Insured Vehicle

Provided that in respect of both a) and b) above:

- no greater number of trailers is drawn than is permitted by law
- there is no other insurance in force covering the same loss or damage

## Section 5 - Personal Accident

In the event of any permitted driver sustaining bodily injury as a result of an accident in direct connection with an Insured Vehicle which results within 3 months in:

- death
- permanent loss of sight in one or both eyes
- loss of one or more limbs by physical severance at or above the wrist or ankle

We will pay a maximum of £5,000 to the driver so injured or to that person's legal representative.

This Section does not apply:

- in respect of any person under 17
- in respect of death or bodily injury resulting from contributed to or accelerated by suicide or the abuse of alcohol or drugs.

## Section 6 - Personal Effects

We will insure You against loss of or damage to rugs, clothing and personal effects while in or on the Insured Vehicle by fire theft or accidental means or at Your request We will insure the owner of the property so lost or damaged. Provided that Our total liability shall be limited to £250 in respect of any one occurrence.

We will not pay for loss of or damage to:

- money credit or debit cards documents or securities
- audio video or computer discs
- goods or samples being carried in connection with any trade or business
- tools or equipment being carried in connection with any trade or business
- any property within an open top or convertible vehicle unless in a locked boot or compartment
- portable entertainment or communication equipment portable computers including tablets or portable satellite navigation systems.

## Section 7 - Medical Expenses

In the event of any permitted driver of or any passenger in an Insured Vehicle sustaining bodily injury as a result of an accident in direct connection with the Insured Vehicle We will pay to the Insured or at their option to such injured person(s) the medical expenses in connection with such injury up to the sum of £250 in respect of each person injured.

## Section 8 - Territorial Limits

The cover provided under this Policy applies in respect of Insured Vehicles registered in the United Kingdom as described in the Certificate of Motor Insurance in respect of accidents occurring:

- in Great Britain Northern Ireland the Isle of Man and the Channel Islands
- in any other country that is a member of the European Union
- in any other country which has made arrangements which meet the insurance conditions of and is approved by the commission of the European Union and for which We have agreed to issue cover
- during transit (including loading and unloading) between such countries by a recognised air, sea or motor-rail route
- in any other country with Our prior agreement and providing any additional premiums have been paid.

No cover is provided under this Policy in respect of Insured Vehicles while being driven in The United States of America or Canada.

## General Exceptions

We will **NOT** be liable for:

1. any accident injury loss or damage arising out of the Insured Vehicle being:
  - a. used for any purpose not permitted by the effective Certificate of Motor Insurance or the Schedule except while in the custody or control of a motor trader for servicing or repair
  - b. driven by any person not described in the effective Certificate of Motor Insurance or in the Schedule
  - c. driven by any person unless that person has a valid licence to drive the Insured Vehicle or has held and is not disqualified from holding or obtaining such a licence except where the Insured Vehicle is being driven under circumstances where a licence is not required by law.
2. any liability which attaches by virtue of an agreement but which would not have attached in the absence of such an agreement.
3. loss of or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to or arising from:
  - a. ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - b. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
4. any accident injury loss or damage arising during or in consequence of riot or civil commotion occurring in Northern Ireland or anywhere outside of Great Britain Isle of Man or the Channel Islands.
5. any consequence of war invasion act of foreign enemy hostilities (whether war has been declared or not) civil war rebellion revolution insurrection or military or usurped power or Terrorism.
6. any accident, injury, loss, damage or liability arising in connection with any vehicle being used "Airside". "Airside" shall mean that part of an aerodrome or airport provided for the take-off and landing of aircraft and for the movement of aircraft on the surface aircraft parking aprons including the associated service roads and ground equipment areas and/or those parts of passenger terminals which come within the Customs examination area except as is required by any applicable road traffic legislation.
7. liability loss or damage arising out of the operation as a tool of trade of the vehicle or any plant forming part of or attached to the Insured Vehicle.
8. any accident injury loss or damage arising out of the Insured Vehicle being used for racing pace making reliability trials speed testing or use in connection with motor rallies competitions or trials.
9. any person claiming indemnity if that person is entitled to indemnity under any other insurance.
10. any loss of use of the Insured Vehicle or any resultant consequential loss.
11. any loss damage or liability arising from pollution or contamination howsoever caused any loss damage or liability arising out of any mis delivery (meaning the delivery of goods at a time or place or in a manner not meeting contractual requirements) or any spillage leakage or discharge from the Insured Vehicle howsoever caused.

12. any loss damage or liability whilst the Insured Vehicle is being driven or used for the carriage of explosives chemicals chemical by-products acids or goods of a generally dangerous or inflammable nature.
13. any loss damage or liability whilst the Insured Vehicle is being driven or used for conveying a load in Excess of that for which it was constructed or in Excess of the maximum carrying capacity of the Insured Vehicle or while any load is being conveyed in an unsafe condition.
14. any intentional damage to property or the death of or injury to any person caused by or incurred with the consent or connivance of the Insured
15. any loss damage or liability arising out of the deliberate use of the Insured Vehicle to cause damage to other vehicles or property OR to cause injury to any person or to put any person in fear of injury
16. any loss damage or liability where the driver is in charge of the Insured Vehicle and as a result is subsequently convicted of a drink or drugs offence. We shall only make payments necessary to satisfy our obligations under the Road Traffic Acts and we reserve the right to recover from you or the driver all sums paid by us (including legal costs) whether in settlement or under a judgement of any claim arising from an accident and any third party claim.
17. any fines penalties punitive or exemplary charges
18. any claim, loss, expense or liability arising out of or relating to any bacterial, viral, microbial or biological infection causing, anticipated to cause or having been caused by, any mass infection, epidemic or pandemic event(s) or loss(es), including but not limited to the COVID-19 virus; provided, however, that this exclusion shall not apply to any claim, loss, expense or liability to the extent arising out of a motor vehicle accident.

## General Conditions

**1. Insured's Duty:** We will provide insurance as described in this document provided that You or any person claiming to be covered under this Policy observe the terms and conditions at all times.

Under English law, a business insured (i.e. an insured who has bought insurance wholly or mainly for purposes related to their trade, business or profession) has a duty to disclose to the (re)insurer every material circumstance which it knows or ought to know after reasonable search. This is the case before cover is placed, when it is renewed and any time that it is varied. The Policy wording may also provide that this duty continues for the duration of the Policy. A circumstance is material if it would influence a (re)insurer's judgment in determining whether to take the risk and, if so, on what terms. If you are in any doubt whether a circumstance is material we recommend that it should be disclosed. Failure to disclose a material circumstance may entitle a (re)insurer to impose different terms on your cover or proportionately reduce the amount of any claim payable. In some circumstances a (re)insurer will be entitled to avoid the Policy from inception and in this event any claims under the Policy would not be paid.

**2. Claims Procedure:** You or Your legal representative shall give notice to Our notifiable agent, Gallagher Bassett (GB) as soon as is practicable of any accident loss or damage which may be the subject of indemnity under this Policy with any particulars thereof. All claims should be notified to GB using the dedicated claims helpline number 0333 700 8029.

Every claim form, writ, summons, legal process or other communication relating to a claim shall be forwarded to GB immediately upon receipt.

No admission offer compromise promise payment or indemnity shall be given on Our behalf or of any person claiming to be indemnified without Our written consent and We shall be entitled if We so desire to take over and conduct in Your name or of such person the defence of any claim or to prosecute in Your name or of such person the defence or settlement of any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and You and such person shall give all such information co-operation and assistance as We may require.

**3. False or Fraudulent Statements:** We have the right to refuse to pay any claim or to terminate this insurance immediately and to withhold any premium if

- a. You make any claim or statement which is false fraudulent or wilfully exaggerated
- b. You provide any information which is forged or falsified"

**4. Cancellation:** We may cancel this Policy by sending seven (7) days' notice by registered post to Your last known address and in the case of Northern Ireland to the Department of the Environment for Northern Ireland and in such event will return to You the premium less the proportionate part thereof for the period the Policy has been in force.

You may cancel this Policy at any time by returning the Certificate of Motor Insurance to Us and provided no claim has arisen in the then current period of insurance You will be entitled to a return of the premium paid less premium at Our short period charges for the time the Policy has been in force calculated from the date on which the Certificate of Motor Insurance is received by Us and as set out in the Important Notice at the beginning of the Policy.

**5. Other Insurance:** Subject to General Exception 9, the We will not be liable in respect of any person claiming indemnity if that person is entitled to indemnity under any other insurance; and if at the time any claim arises under this Policy there is any other existing insurance covering the same loss liability or damage We will not be liable to pay more than Our rateable proportion of any loss damage compensation costs or expense.

**6. Care of the Vehicle:** You must take and cause to be taken all reasonable steps to safeguard from loss or damage the Insured Vehicle and/or any Trailer covered under this Policy and keep it in a roadworthy condition. In particular You must ensure that all equipment provided for the safety of the Insured Vehicle or of passengers travelling therein shall be at all times fully fitted and maintained. We will have at all times free access to examine the Insured Vehicle or Trailer. The Insured Vehicle must be issued with a valid Ministry of Transport Test Certificate and / or plating certificate where applicable. We may refuse to pay any claim which results in whole or in part from Your failure to comply with this Condition.

**7. Supply of Insured Vehicle Information:** You or Your legal representative must supply such details of any Insured Vehicle to meet the requirements of any legislation applicable in Great Britain and Northern Ireland for entry on the Motor Insurance Database.

**8. Right of Recovery:** We reserve the right to recover from You all sums which We pay because of the requirements of any law if We would not have been liable for those payments according to the terms and conditions of this Policy.

**9. Sanctions:** No (re)insurer shall be deemed to provide cover and no (re)insurer shall 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 that (re)insurer 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

**10. Law and Jurisdiction:** Unless it has been agreed otherwise between both parties, the language of the Policy and all communications relating to it will be in English and this contract of insurance will be governed by the law of England and Wales and any disputes arising in connection with this insurance will be submitted to the exclusive jurisdiction of the English courts.

## Endorsements

The Endorsements shown below apply only if the Endorsement number is specified in Your current schedule and are subject to the terms, conditions and limitations of this Policy.

Where an Endorsement number is followed by:-

- (a) the registration number of a vehicle and/or the name of any person then the Endorsement shall only apply to either the vehicle or person
- (b) additional wording, then such wording shall be read in context with the full Endorsement wording.

### UU001 **BASIC POLICY EXCESS**

You will be liable to pay the first amount specified in the Schedule of each claim arising under Section 2.

This Excess is in addition to any other Excess that may apply.

### UU002 **WINDSCREEN LIMIT AND EXCESS**

The maximum We will pay for each claim arising under Section 3 is specified in the Schedule.

You will be liable to pay the first amount specified in the Schedule of each claim arising under Section 3.

This Excess is in addition to any other Excess that may apply.

### UU003 **YOUNG AND/OR INEXPERIENCED DRIVERS EXCESS**

You will be liable to pay the amount specified in the schedule against this endorsement number in respect of each claim arising under Section 2 if any loss or damage occurs to the Insured Vehicle whilst being driven by or in the care custody or control of any person of less than 21 years of age or with less than 12 months continuous driving experience under a full licence applicable to the Insured Vehicle being driven or who holds a provisional licence.

This Excess is in addition to any other Excess that may apply.

### UU004 **NAMED DRIVERS DAMAGE EXCESS**

Whilst the Insured Vehicle is being driven by or for the purpose of being driven is in charge of the person(s) specified in the Schedule You will be liable to pay for the first amount specified in the Schedule of each claim arising under Section 2, other than by fire, theft or attempted theft.

This Excess is in addition to any other Excess that may apply.

### UU005 **NAMED DRIVERS DAMAGE FIRE & THEFT EXCESS**

Whilst the Insured Vehicle is being driven by or for the purpose of being driven is in the charge of the person(s) as specified in the Schedule You will be liable to pay the first amount as specified in the Schedule of each claim arising under Section 2.

This Excess is in addition to any other Excess that may apply.

### UU006 **ADDITIONAL POLICY EXCESS**

You will be liable to pay the additional amount specified in the Schedule of each claim arising under Section 2.

This Excess is in addition to any other Excess that may apply

#### **UU007 SUSPENDED DRIVER(S) EXCESS**

For a period of 5 (five) years after their licence is reinstated You will be liable to pay the first £500 of each claim arising under Section 2 other than by fire, theft or attempted theft whilst the Insured Vehicle is being driven by or for the purpose of being driven by any person who has had their license suspended.

This Excess is in addition to any other Excess that may apply.

#### **UU008 ALL SECTIONS EXCESS**

You will be liable to pay the first amount specified in the Schedule of each claim arising under this insurance.

This Excess is in addition to any other Excess that may apply.

#### **UU009 EXCLUDED DRIVERS (BY AGE)**

We will not be liable in respect of accident, injury, loss or damage arising whilst the Insured Vehicle is being driven by or in the care custody or control of any person less than the age specified in the Schedule

#### **UU010 EXCLUDED DRIVERS (BY EXPERIENCE)**

We will not be liable in respect of accident, injury, loss or damage arising whilst the Insured Vehicle is being driven by or in the care custody or control of any person who has continuous driving experience under a full licence applicable to the Insured Vehicle of less than the period specified in the Schedule.

#### **UU011 SPECIFIED NAMED DRIVERS**

The Endorsement(s) applicable under this insurance relating to excluded driver(s) shall not apply in respect of the person(s) as specified in the Schedule.

#### **UU012 SPECIFIED NAMED DRIVER(S) WITH TERMS**

The Driver(s) named in the Schedule are deemed to be included subject to the additional terms and conditions as specified.

#### **UU013 NAMED DRIVER(S)**

This insurance does not operate if the Insured Vehicle(s) is/are being driven by or for the purpose of being driven is in the charge of any person other than the person(s) as specified in the Certificate and/or Schedule.

#### **UU014 QUARTERLY PREMIUM ADJUSTMENT CLAUSE**

To ensure that the cover provided under the policy is fully operative and in line with the requirements of the 4th EU Directive on Motor Insurance and the RTA regulations You are required to immediately provide details (including individual registration numbers) of all vehicles for which cover is required for entry onto the UK Motor Insurance Database. The information supplied by You will be relayed to Your broker (or chosen intermediary) and used to calculate any premium adjustment on a pro-rata basis.

However there will be no return of premium in respect of any vehicle which has been the subject of a claim during the Period of Insurance and in no event will the total return exceed 25% of the inception premium for this Policy.

## Complaints Procedure

It is our aim to provide a high level quality of service at all times. If, for whatever reason, You feel that We have not maintained a satisfactory level of service then You should contact us immediately at the following address stating Your Policy number shown on the Schedule and the reason for Your complaint:

The Compliance Officer  
Unicorn Underwriting  
22 Bishopsgate  
London EC2N 4BQ

Email: [complaints@unicornuw.com](mailto:complaints@unicornuw.com)

Tel: +44 (0)20 7444 9555

Please note that if Your complaint relates to advice received from Your broker, You should contact Your broker in the first instance.

If Your complaint relates to a claim, You may also write to the Complaints Manager quoting Your Policy number and the claim number as shown on Your claims documentation at the above address. We will aim to confirm to You the receipt of Your complaint within five (5) working days and do our best to resolve Your concerns within eight weeks. If We cannot We will advise You of when an answer may be expected. If We are unable to resolve Your concerns and You wish to escalate Your complaint, then You can do so at any time by contacting the Financial Ombudsman Service at:

Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London  
E14 9SR

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Tel: 0800 0234 567

### Privacy Notice

**For details of how information is managed by Berkshire Hathaway International Insurance Limited please click on the following link:**

<http://bhiiil.com/wp-content/uploads/2020/08/Berkshire-Hathaway-International-InsuranceLimited-Privacy-Notice.pdf>