



## Important Notes

### **Material Facts**

*Failure to disclose material facts could result in your policy being invalidated. Material facts are those facts which might influence the acceptance or assessment of your proposal. If you are in any doubt as to whether a fact is material you should disclose it. You should keep a complete record, including copies of all letters, of all information supplied to us for the purpose of entering into this Contract of Insurance.*

### **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 Ltd 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/privacy](http://www.carraiginsurance.com/privacy), alternatively a copy can be requested at any time, via email to [enquiries@carraiginsurance.com](mailto:enquiries@carraiginsurance.com), via phone on 01245 459 700 or writing to the Data Protection Officer, Direct Commercial Limited, Redwing House, Colchester Road, Chelmsford, Essex, CM2 5PB.*

## NOTICE TO POLICYHOLDER

ALL QUESTIONS MUST BE ANSWERED IN FULL. BLANKS AND OR DASHES ARE NOT ACCEPTABLE

Name of Proposer \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

VAT Registration Number \_\_\_\_\_ % Recoverable \_\_\_\_\_

Business or Trade \_\_\_\_\_

Company Registration Number \_\_\_\_\_

Please provide any previous/alternative trading names and dates? \_\_\_\_\_

\_\_\_\_\_

Name of Previous Insurer and Policy Number \_\_\_\_\_

### Vehicle Use

(a) What is the general nature of the goods carried? \_\_\_\_\_

(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 or 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 Ltd. 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 Ltd. 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.

Signature \_\_\_\_\_

Status \_\_\_\_\_ Date \_\_\_\_\_

### Motor Fleet Insurance

The following is a summary of the main features 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 Ltd. 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 Ltd. are 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 peoples property by your private car	£20,000,000	£20,000,000	£20,000,000
Damage to other peoples 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 and 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 and 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.

### **Period of Insurance**

All policies are for a period of twelve months unless agreed otherwise.

### **Significant Reduction in Vehicle Numbers**

Should there be a substantial reduction of vehicle numbers within the policy period we will retain 75% of the inception/renewal premium.

### **Cancellation by You**

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 Ltd", Redwing House, Colchester Road, Chelmsford, CM2 5PB and return the certificate(s) of insurance and policy document. 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 Ltd", Redwing House, Colchester Road, Chelmsford, CM2 5PB and returning the certificate(s) of insurance and policy document. For 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 giving seven days notice by registered letter to your last known address, without giving a reason. Provided that the certificate(s) of insurance and policy document are returned to "Direct Commercial Ltd", Redwing House, Colchester Road, Chelmsford, CM2 5PB within seven days we will return a pro-rata proportion of the premium but 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 twenty four hours a day, seven 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 "The Managing Director", Direct Commercial Ltd, Redwing House, Colchester Road, Chelmsford, CM2 5PB quoting your company title and policy number.

Should you remain dissatisfied please contact us directly:

**Carraig Insurance Company Ltd.**

Montagu Pavilion

8-10 Queensway

Gibraltar

### **Compensation**

Carraig Insurance Company Ltd. 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 Compensation Scheme website at [www.fscs.org.uk](http://www.fscs.org.uk).