



Commercial Vehicle Insurance Policy

Information

In the event of an accident, please contact **us** as soon as possible. This is regardless of whether or not **you** wish to make a claim. If **your** claim is due to theft, attempted theft, riot or vandalism, then **you** must notify the police immediately and obtain a crime reference number.

Claims Contact Details:

Telephone number for new claims: **0330 912 8200**

Telephone number for existing claims: **0161 537 5110**

Email: **newclaims@meteorwrite.co.uk**

Mail: 15 Oxford Court, Manchester, M2 3WQ

Notices:

All communications and Notices regarding this insurance should, in the first instance, be addressed to:

Blagrove Underwriting Agency Limited

34 Lime Street

London EC3M 7AT

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1. Introduction to your policy

Thank **you** for choosing to insure **your vehicle** with MeteorWrite. MeteorWrite is a trading style of Blagrove Underwriting Agency Ltd (BUA).

To know exactly what **your** insurance covers with **us**, please make sure to read this document thoroughly. **You** should read it alongside **your schedule, statement of insurance, endorsement(s), and certificate of motor insurance** that **you** have received from **us**.

We partner with specialist anti-fraud organisations, to help detect and prevent fraudulent activity, this helps **us** settle genuine claims as quickly as possible whilst supporting initiatives to proactively eradicate fraud at every level.

1.1. Our contract with you

This **policy** is a contract of insurance between **you** and **us**, and comprises the following:

1.1.1. the **policy** wording which includes:

- a) The Definitions that apply to the whole **policy**;
- b) The various sections that sets out the coverage, and the conditions and exclusions that apply to each section;
- c) The General Exclusions that apply to the whole **policy**;
- d) The Claims Conditions that apply if **you** incur a loss;
- e) The General Conditions that apply to the whole **policy**;

1.1.2. **your** most current **schedule** issued by **us**;

1.1.3. **your certificate of motor insurance**;

1.1.4. any **endorsements** that confirms any change agreed by **us**. Such **endorsements** may modify any of the above, or the details of the insurance.

This **policy** is a legal document so please read it carefully and keep it safe. If it does not meet with **your** requirements, please contact the broker who effected this insurance to arrange any alteration that may be necessary.

1.2. Fair presentation of risk

Duty of disclosure of material facts is a condition of **your policy**. A material fact is anything which affects this insurance. **You** must make a fair presentation of **your** risk as set out in the consumer Insurance (Disclosure and Representations) Act 2012. Under the consumer Insurance (Disclosure and Representations) Act 2012 **you** have a duty to take reasonable care to answer all questions as fully and as accurately as possible. If **you** volunteer information which is over and above that requested, **you** must do so honestly and carefully. Duty of disclosure of a material fact continues throughout the life of the **policy**. **We** may void **your policy** if cover has been obtained by any misrepresentation, misdescription, and use of a fraudulent document or non-disclosure of any material fact.

Our remedies shall be as follows if **you** or anyone acting on **your** behalf breaches **your** duty of fair presentation:

1.2.1. in proposing for this insurance:

- a) if such breach is deliberate or reckless, **we** may treat this **policy** as void, (which means that **we** will treat it as if it had never existed and refuse all claims) **we** may also retain **your** premium paid; and

- b) if such breach is not deliberate or reckless and **we** would not have entered into this **policy**, **we** may by notice to **you** treat this **policy** as being cancelled or void from inception in which case **we** shall return the premium; and
- c) in cases of any other breach if **we** would have entered into this **policy** but:
 - i) on different terms (other than terms relating to the premium), **we** may require that this **policy** is treated as if it had been entered into on those different terms from the outset; or
 - ii) would have charged a higher premium, **we** may reduce the amount to be paid on a claim (and, if applicable, the amount already paid on prior claims) in the same proportion that the premium actually charged represents as a percentage of the premium **we** would have charged but for the breach.

1.2.2. on variation of this **policy**:

- a) if such breach is deliberate or reckless, **we** may by notice to **you** treat this **policy** as void and retain the premium;
- b) if such breach is not deliberate or reckless, and **we** would not have entered into the variation, **we** may treat this **policy** as having been cancelled from when the variation was concluded in which case, **we** shall return the relevant premium; and
- c) in cases of any other breach if **we** would have entered into the variation but:
 - i) on different terms (other than terms relating to the premium), **we** may require that the variation is treated as if it had been entered into on those different terms from the outset; or
 - ii) would have increased the premium by more than **we** did or at all, **we** may reduce the amount to be paid on a claim arising out of events after the variation in the same proportion that the premium actually charged represents as a percentage of the premium **we** would have charged but for the breach; or
 - iii) would not have reduced the premium by as much as **we** did or at all, **we** may reduce the amount to be paid on a claim arising out of events after the variation in the same proportion that the premium actually charged represents as a percentage of the premium **we** would have charged but for the breach.

1.3. **Applicable law**

This insurance is subject to English law and the jurisdiction of the courts of England unless both parties agree otherwise. This contract is written in English and all communications about it will be conducted in English.

1.4. **Period of insurance and premium payment**

We have agreed to insure **you** against loss as described in this **policy** that may occur within the territorial limits of the **policy** during the **period of insurance**, provided that **you** have paid the premium and all additional taxes, fees, levies and other relevant fiscal charges shown in the **schedule**. The cover **we** provide is subject to the terms, conditions and exceptions contained in this **policy** booklet or in any **endorsement** applying to this **policy**. When cancellation follows **your** failure to pay the full premium, the amount of money to be returned to **you** will be calculated taking into account a pro rata refund of premium, relating to the number of days left to run under the **policy**. There will be no refund of premium allowable if there has been a loss or incident likely to give rise to a claim during the current **period of insurance**. **We** may at **our** discretion reduce any claims payment by the amount of outstanding or overdue premiums that **you** owe **us**.

1.5. Delegated Authority

Blagrove Underwriting Agency Ltd are an intermediary and not an insurer. Blagrove Underwriting Agency Ltd has not made any personal recommendation regarding the sale of this **policy**. **This policy** is issued in accordance with the authorisation Accredited Insurance (Europe) Limited – UK Branch ('Accredited') have granted to Blagrove Underwriting Agency Ltd under the terms of a contract between Blagrove Underwriting Agency Ltd and Accredited. This contract makes Blagrove Underwriting Agency Ltd the Agent of Accredited and gives them the authority to perform certain acts on Accredited's behalf, but does not affect Your rights to claim or make a complaint

1.6. Regulation

Malta Financial Services Authority, Triq l-Imdina, Zone 1, Central Business District, Birkirkara, CBD 1010, Malta

Authorised and regulated by the Malta Financial Services Authority. Authorised by the Prudential Regulation Authority and with deemed variation of permission. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. The nature and extent of consumer protections may differ from those for firms based in the UK. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website.

Accredited Insurance (Europe) Limited – UK Branch is the UK Branch of Accredited Insurance (Europe) Limited, which is incorporated in Malta (Company number: C59505) with limited liability and with its Registered Office and principal place of business at Development House, St Anne Street, Floriana, FRN 9010 Malta.

Accredited Insurance Europe Limited - UK Branch has a place of registration and principal place of business at 71 Fenchurch Street, London, EC3M 4BS. UK Companies House registered number: BR021362.

Blagrove Underwriting Agency Ltd (BUA) is authorised and regulated by the Financial Conduct Authority and **our** reference number is 511162. BUA's offices are at 34 Lime Street, London EC3M 7AT and **our** registered office is at 15, Westferry Circus, Canary Wharf, London E14 4HD (Co Reg No 04209302).

1.7. Signature

Accredited Insurance (Europe) Limited – UK Branch is licenced in accordance with the Insurance Business Act, 1988 (Chapter 403, Laws of Malta) to carry out insurance and reinsurance business. Blagrove Underwriting Agency Ltd act as an administrator on behalf of Accredited Insurance (Europe) Ltd - UK Branch



Colin Johnson

Director

Accredited (Europe) Limited – UK Branch



Andrew Wallace

Managing Director

Blagrove Underwriting Agency Limited

1.8. Data protection notice

For the purpose of this clause any reference to the 'Insurer' or 'we', 'our' or 'us' shall apply to Blagrove Underwriting Agency Ltd and Accredited Insurance (Europe) Ltd.

Blagrove Underwriting Agency Limited are the data controllers and processors in respect of **your** personal data.

This means that **we** decide how **your** personal data is processed and for what purposes, and the process of **your** personal data.

To provide **our** services as an intermediary, **we** will collect and use information about **you**, such as **your** name and contact details, which may also include special categories of personal data and information relating to criminal convictions and offences. All personal information (including any sensitive personal data) acquired by **us** is held in accordance with all applicable data protection laws and **we** maintain protections and procedures in the storage and disclosure of personal information to keep it secure and prevent unauthorised access to or loss of such information.

- 1.8.1. **We** may monitor and record all communications with **you** for compliance and training purposes.
- 1.8.2. **Your** consent to **us** processing special categories of personal data is necessary for **us** to provide **you** with the relevant services and **you** hereby for:
 - a) underwriting, renewal information, validation of claims history, claims handling and all other matters relating to the processing of this insurance and any claims under this **policy**;
 - b) statistical analysis, management information and market research;
 - c) audits, system integrity checking and risk management.

Although **you** may withdraw **your** consent at any time, if **you** do, **we** may be unable to continue to provide services to **you**.

- 1.8.3. Personal information may also be used for the prevention and detection of fraud, and **you** consent to **us**:
 - a) sharing information about **you** with other organisations (including the police) for the purposes of fraud prevention and detection;
 - b) conduct searches using publicly available databases (including social media);
 - c) undertaking credit searches;
 - d) checking and sharing **your** details with fraud prevention and detection agencies.
- 1.8.4. Personal information may also be disclosed to the following entities as part of the operation of **our** business:
 - a) other members of **our** group;
 - b) other insurance entities (such as **our** reinsurers) who have an interest in the risk accepted under this insurance;
 - c) **our** regulators;
 - d) potential purchasers of the whole or part of **our** business;

- 1.8.5. If false or inaccurate information is provided and fraud is suspected, details will be passed to fraud prevention agencies and made available to other organisations that have access to their databases. Law enforcement agencies may access and use this information. This information is used by **us** and other organisations to prevent fraud and other financial crime when:

- a) checking the details made under the duty of fair presentation;
- b) confirming claims information;
- c) recovering outstanding debts;
- d) checking details on applications for credit and managing credit accounts;
- e) checking details of job applicants and employees.

Please contact **us** if **you** require details of the relevant fraud prevention agencies.

Please note information from fraud prevention agencies may be accessed and used from other countries.

- 1.8.6. Personal information may be transferred to entities within and outside of the European Economic Area. If **we** do transfer information, **we** will ensure that it is appropriately protected.
- 1.8.7. Where personal information is provided about another person, **you** must inform that person of **our** identity, and why their personal information will be processed and disclosed. **You** must also obtain their written consent to the processing of their personal information in this way and provide **us** such consent upon request.
- 1.8.8. Individuals have certain rights under the Data Protection Act 1998, including:
 - a) the right to ask for a copy of the information **we** hold about them; and
 - b) to correct any information that may be inaccurate.
- 1.8.9. If **you** wish to check this information or have any queries as on how **we** use **your** information please contact **us** at the address below. **You** also have the right to withdraw **your** consent to **us** using **your** information at any time. If **you** wish exercise these rights please contact **us** at:

**The Data Protection Officer,
Blagrove Underwriting Agency Ltd,
34 Lime Street, London EC3M 7HA**

- 1.8.10. For more information on the Data Protection legislation, **you** may also write to the Office of the Information Commissioner at:

**Wycliffe House,
Water Lane,
Wilmslow,
Cheshire SK9 5AF. Tel: 0303 123 1113 or 01625 54 57 45.
email: mail@ico.gsi.gov.uk**

1.9. Motor Insurance Database

- 1.9.1. Information relating to this insurance will be added to the Motor Insurance Database (MID) which is managed by the Motor Insurers' Bureau (MIB) and it is a condition of this **policy** that **you** supply all the details of **your vehicles** in order that these details can be recorded on the MID. Failure to comply with the requirements of this condition may result in the cancellation of this insurance in accordance with the Cancellation condition.
- 1.9.2. The MID and the data stored on it may be used by certain statutory and/or authorised 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:
 - a) electronic licensing;
 - b) continuous insurance enforcement;
 - c) law enforcement (prevention, detection, apprehension and/or prosecution of offenders);

- d) 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 their 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 Police. **You** can check that **your** correct registration number details are shown on the MID at www.askmid.com.

1.10. Detecting and Preventing Fraud

In order to keep premiums as low as possible for all of **our** customers, **we** participate in a number of industry initiatives to aid the prevention and detection of crime, especially insurance-related fraud. **We** pass information to the Claims and Underwriting Exchange Register and the Motor Insurance Anti-Fraud and Theft Register operated by Insurance Database Services Ltd (IDS Ltd). **We** may search these registers and any other relevant databases in order to make decisions regarding the provision and administration of insurance and, when **you** make a claim, to validate **your** claims history or that of any person or property likely to be involved in the claim.

As part of **our** anti-fraud processes, information will be passed to third party credit reference agencies for the purposes of identity verification only. As part of the identity verification process, **your** information will be checked against a range of databases/registers and a 'soft footprint' will be left on **your** credit file for a period of twelve (12) months. Unlike standard credit checks, soft footprints do not affect **your** credit score and **you** are the only person who can view them on **your** credit report.

1.11. Other Insurers

We may pass information about **you** and this insurance to other insurance companies with which **we** either reinsure **our** business or who are dealing with a claim made under this **policy**. In addition, information may be passed to other insurance related organisations in common with industry practice. These companies may be located in countries outside the United Kingdom but within the European Economic Area ("EEA"). **We** may also share data with other group companies who may be located outside of the EEA.

2. Definitions and interpretation

2.1. Interpretation

Words shown in bold have a particular defined meaning. **You** should refer to the Definitions to obtain the full meaning of such terms. Also, where the context requires:

- 2.1.1. words in the singular will include the plural and vice versa; and
- 2.1.2. words expressed in one gender shall include all genders; and
- 2.1.3. references to 'a person' shall include any individual, company, partnership, or any other legal entity;
- 2.1.4. references to a statute, regulation or trade terms of contract will be construed to include all its amendments or replacements.

2.2. Definitions

- 2.2.1. **Accessories** means **your vehicle's** standard **accessories**, spare parts or components, including the makers' standard tool kit and safety equipment.
- 2.2.2. **Approved repairer** means a motor **vehicle** repairer authorised by **us** or **our** representative to repair **your vehicle** following a valid claim under the 'Loss or damage to **your vehicle**' section.
- 2.2.3. **Certificate of Motor Insurance** means the document required by law to evidence the existence of the minimum compulsory insurance which describes who may drive **your vehicle** and the purpose for which it may be used.
- 2.2.4. **Courtesy car/vehicle** means a **vehicle** loaned to **you** by **our approved repairer** whilst **your vehicle** is being repaired following a valid claim under the 'Loss or damage to **your vehicle**' section.
- 2.2.5. **Endorsement** means a change in the terms of insurance.
- 2.2.6. **Excess** means the first part of each and every claim for which **you** are responsible. If more than one **vehicle** is involved in the same incident, the **excess** shown in the **schedule** shall apply to each **vehicle** separately.
- 2.2.7. **Fire** means **fire**, lightning, explosion, or self-ignition.
- 2.2.8. **Garage** means a permanent enclosed four-sided structure comprising of brick, stone, steel or concrete built sides with a roof and a securable door entrance which is **your** private property (i.e. not a communal parking facility).
- 2.2.9. **Hazardous goods** means:
 - a) Explosives or Radioactive Materials as defined under The United Nations Model Regulations on the Transport of Dangerous Goods 14th revised edition (2005) Classifications 1 & 7 (except for exempt amounts);
 - b) flammable liquids or gases in road or container tankers
- 2.2.10. **In-vehicle entertainment, communication and navigation equipment** means permanently fitted media players, telephones, CB radios and satellite navigation equipment. Portable items (such as radar detection equipment, personal digital assistants or portable GPS navigators), audio and visual media are not included within this definition.
- 2.2.11. **Market value** means the cost of replacing **your vehicle** with one of similar type, age and condition at the time of loss or damage as assessed by an automotive engineer in conjunction with the published trade guides and websites.
- 2.2.12. **Minimum cover** means the minimum level of cover provided to satisfy the **Road Traffic Act** in respect of liability for the death of or injury to other people and damage to their property.
- 2.2.13. **Period of Insurance** means the period shown in the **schedule** and **Certificate of Motor Insurance** for which **we** have agreed to cover **you** and for which **you** have paid the premium.

- 2.2.14. **Personal effects** means **your** and/or the driver's and/or any passenger's personal property in **your vehicle** at the time of an accident.
- 2.2.15. **Policy** means the contract of insurance formed of the documents described in 'Our contract with you' clause of the introduction.
- 2.2.16. **Private car** means a **vehicle** (including its **accessories**) which is a passenger carrying **vehicle** not exceeding eight (8) seats (excluding the driver) mentioned by description, category or registration mark in the **schedule** and unless otherwise agreed, registered in Great Britain or Northern Ireland.
- 2.2.17. **Proposal form** means the application for insurance and declaration completed by **you** or on **your** behalf which forms a part of **your** basis of fair presentation.
- 2.2.18. **Road Traffic Act** means the law which governs the driving or use of any motor **vehicle** within the United Kingdom (including the **Road Traffic Act 1988** and all related and subsequent legislation) or any other country in which this insurance may provide cover as defined in the Foreign Use section of this **policy**.
- 2.2.19. **Schedule** means the document titled **schedule** that includes **your** name and address, the premium and other variables to this **policy** (including **endorsement** clauses) and is incorporated in this **policy** and accepted by **you**. **Your schedule** may be re-issued from time to time where each successor **schedule** overrides the earlier document.
- 2.2.20. **Statement of Fact** or **Statement of Insurance** means the form that shows the information that **you** gave **us** or that was given on **your** behalf at the time **you** applied for insurance.
- 2.2.21. **Territorial limits** means England, Northern Ireland, Scotland, Wales, the Isle of Man and the Channel Islands and shall include transit by sea, air and rail within and between these places
- 2.2.22. **Trailer** means **trailer, semi-trailer, or container** used for carrying goods, but which cannot be driven itself.
- 2.2.23. **We/Us/Our/the Insurer** means Accredited Insurance (Europe) Ltd – UK Branch and where the context requires Blagrove Underwriting Agency Limited.
- 2.2.24. **You/Your** means the company or person(s) named as "**the insured**" in the **schedule**, or as "**the policyholder**" in the **Certificate of Motor Insurance** or renewal notice applying to this insurance.
- 2.2.25. **Vehicle** means any motor **vehicle** which is stated on the **schedule**, together with its **accessories**.

3. Our service commitment

3.1. Complaints

- 3.1.1. **We** strive to provide an excellent service to all **our** customers but occasionally things can go wrong. **We** take all complaints seriously and endeavour to resolve all customers' problems promptly. If **you** have a question about this insurance or complaint about **your** broker, **you** should contact **your** broker.
- 3.1.2. If **your** complaint is in relation to this insurance or a claim **you** should write to **us** at Complaints Handling, Blagrove Underwriting Agency Ltd, 34 Lime Street, London EC3M 7AT.
- 3.1.3. If, after making a complaint:
- you** feel that the matter has not been resolved to **your** satisfaction; or
 - we** have not responded within eight weeks of **your** original complaint to **us**; and
 - you** are an eligible complainant; **you** may contact The Financial Ombudsman Service whose address is:
Exchange Tower, Exchange Square; London E14 9SR.
Telephone 0300 123 9 123 or 0800 023 4567
Website: <http://www.financial-ombudsman.org.uk/consumer/complaints.htm>.
- 3.1.4. Making a complaint to the Financial Ombudsman Service (FOS) does not affect **your** rights under this **policy**.
- 3.1.5. A summary of **our** complaint handling procedure is available on request and will also be provided to **you** when acknowledging a complaint.
- 3.1.6. The FOS will only consider a complaint if **you** are an eligible complainant and if:
- we** have been given an opportunity to resolve it; and
 - we** have given **you** a final response letter and **you** has referred **your** complaint to the FOS within six (6) months of **our** final response letter; or
 - we** have not responded to **your** complaint with a decision within eight (8) weeks.
- 3.1.7. **You** may also be able to refer **your** complaint to:

Office of the Arbiter for Financial Services, 1st Floor St Calcedonius Square, Floriana FRN 1530 Malta, telephone (+356) 212 49245 if **you** are not satisfied with **our** final response or **we** have not responded within fifteen (15) working days. **You** will have to pay EUR 25.00 at the time of making **your** complaint to the Arbiter to use this service.

About the Office of the Arbiter for Financial Services

The Office of the Arbiter for Financial Services considers that a "complaint" refers to a statement of dissatisfaction addressed to an insurance undertaking by a person relating to the insurance contract or the service he/she has been provided with. The terms "person" does not specify that this is limited to individuals and therefore any **policyholder**, insured person, beneficiary and injured third party (irrespective of the country of residence or where the risk is situated) is eligible to make a complaint.

For more information on the Office of the Arbiter for Financial Services and its complaints process, please visit <https://financialarbiter.org.mt/en/Pages/Home.aspx>

The complaints procedure is without prejudice to **your** rights to take legal proceedings.

3.2. Financial Services Compensation Scheme

The Financial Services Compensation Scheme covers this **policy**. **You** may be entitled to compensation from the Scheme if **we** are unable to meet **our** obligations under this contract.

Entitlement to compensation under the Scheme depends on the type of business and circumstances of the claim. Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU or from their website (www.fscs.org.uk)

4. Cover

The cover provided for **you** by this insurance is shown in the **schedule** and determines which sections of the document apply.

Section Description		Cover Applicable		
		Comprehensive	Third Party, Fire & Theft	Third Party Only
Section 1 - Liability to others		Yes	Yes	Yes
Section 2 - Loss of or damage to your vehicle				
	A. Accidental and flood damage	Yes	No	No
	B. Malicious damage and vandalism	Yes	No	No
	C. Fire	Yes	Yes	No
	D. Theft or attempted theft	Yes	Yes	No
Section 3 - Glass cover		Yes	No	No
Section 4 - Personal belongings		Yes	No	No
Section 5 - Medical expenses		Yes	No	No
Section 6 – Emergency accommodation		Yes	No	No
Section 7 - Personal accident		Yes	No	No
Section 8 - Foreign use		Yes	Yes	Yes
Section 9 – No claims bonus		Yes	Yes	Yes
Section 10 – Use by the motor trade, hotels, and car parks		Yes	Yes	Yes
Section 11 - In-vehicle entertainment, communication, and navigation		Yes	Yes	No

The General Exclusions, Exceptions, Conditions and General Conditions apply to your insurance whatever cover you have.

Your policy schedule provides details of any special cover, **excesses, endorsements, exceptions, conditions, or exclusions** which apply to **your policy**.

5. Section 1 - Liability to others

5.1. Indemnity

We will indemnify **you** for any amount that **you** are legally liable to pay for damages (including claimants' costs that are recoverable from **you**), in the event of:

- 5.1.1. Death of or bodily injury to any person;
- 5.1.2. Damage to property of others;
as a result of an accident whilst **you** are driving, using or in charge of **your vehicle**

5.2. Indemnity to others

We will also indemnify

- 5.2.1. any other person driving, using or in charge of **your vehicle**, provided that they are shown as permitted on **your** current Certificate of Insurance and **policy schedule**, and that they have **your** permission;
- 5.2.2. any person is using (but not driving) **your vehicle** with **your** permission, provided that the use is for social, domestic and pleasure purposes (i.e. not used for business purposes);
- 5.2.3. any passenger is travelling in, or getting into or out of **your vehicle**;
- 5.2.4. at **your** request the owner of the **vehicle**, where such **vehicle** is loaned, leased or hired to **you** (other than under a hire purchase agreement);
- 5.2.5. any principal for any legal liability incurred by **you** when using the **vehicle** for contract work on behalf of the principal so long as **you** have arranged with the principal for the conduct and control of all claims for which **we** may be liable to be vested in **us**;

Provided that the person claiming indemnity is not entitled to indemnity under any other **policy**; and shall, as though they were the Insured, observe, fulfil and be subject to the terms, exclusions, and conditions of this **policy** in so far as they apply:

5.3. Limit of liability for third party property damage

The maximum amount **we** will pay under this section in respect of property damage is:

- 5.3.1. For any claim involving damage to property, the most **we** will pay for any one claim, or series of claims arising out of one incident is five million pounds (£5,000,000)

5.4. 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 **policyholder** but **our** total liability for all claims shall not exceed the limits of indemnity stated in this **policy**.

5.5. Defence costs

If there is an accident that is covered under this insurance, **we** may at **our** absolute discretion consider payment in respect of the following costs:

- 5.5.1. legal fees and costs incurred in dealing with or defending any action at law by which damages in respect of death, bodily injury or damage are claimed against any person covered by this **policy**;

- 5.5.2. Solicitors fees for representing **you** at any fatal accident enquiry, Coroner's, Magistrates or similar court; and
- 5.5.3. The reasonable cost of legal services to defend **you** against a charge of manslaughter or causing death by dangerous or reckless driving; and
- 5.5.4. legal expenses in respect of defending any charge brought under the Corporate Manslaughter and Corporate Homicide Act 2007;

If **we** agree to pay these costs under this **policy** the choice and appointment of legal representation and the extent of any assistance that **we** provide will be entirely at **our** discretion. There will be no agreement to pay these costs unless **we** have confirmed this to **you** in writing.

The maximum amount **we** will pay under this clause is one million pounds (£1,000,000) for any one claim or a number of claims arising out of the one incident and in any one **period of insurance**.

5.6. Extensions applicable to this section

5.6.1. Emergency treatment

We will pay for emergency treatment that is needed under the **Road Traffic Act** following an accident involving **your vehicle**;

5.6.2. Towing of disabled vehicles

We will indemnify **you** for **your** liability arising from bodily injury or damage to property that occurs while **you** are towing a disabled mechanically propelled **vehicle**. **We** will not be liable for any loss of or damage to the disabled mechanically propelled **vehicle**, or the property contained in or on said **vehicle**;

5.6.3. Trailers

We will indemnify **you** for **your** liability arising from bodily injury or damage to property arising from any **trailer** owned by **you** or in **your** custody or control whilst attached to **your vehicle** during the course of a journey, provided that **you** have given us full details of such **trailer** as part of **your** duty of fair presentation.

We will not indemnify **you** under this section for any loss or damage to property being conveyed on **your trailer**.

5.7. Exclusions applicable to this section

Except where necessary to meet the requirements of any compulsory motor legislation operating within the territorial limits of the **policy**, in addition to the General Exclusions **we** will not indemnify **you** for:

- 5.7.1. **Your policy** does not provide driving other **car/vehicle** cover. Please ensure **you** take out alternative insurance if **you** are using any other **vehicle** not covered under **your policy**.
- 5.7.2. death of or injury to the person driving **your vehicle** or in charge of **your vehicle** for the purpose of driving;
- 5.7.3. loss of or damage to:
 - a) **your vehicle** or any other **vehicle** that is in **your** care, custody or control including any **trailer**, caravan or broken-down **vehicle**; or
 - b) property belonging to or held in trust by **you** or in **your** custody or control;
 - c) property being conveyed by, on or in **your vehicle**;
- 5.7.4. loss of or damage to property owned by, or in the care, custody or control of **you** or any other person insured by this **policy**;
- 5.7.5. liability for the death of or injury to any person or loss of or damage to any property caused as a result of the deliberate use of **your vehicle**:
 - a) To cause damage to other **vehicles** or property; and/or
 - b) To cause injury to any person and/or to put any person(s) in fear of injury.
- 5.7.6. liability for death of or injury to any **your** employee, or any employee of any other person entitled to drive **your vehicle** following an accident which occurs during the course of their work except where **we** must meet the requirements of the **Road Traffic Acts**;
- 5.7.7. liability for death, injury, loss or damage that arises beyond the limits of the carriageway in respect of the bringing to or taking away the load from **your vehicle** by any person other than **your** driver or attendant;
- 5.7.8. Indemnity to any person if there is other insurance already in force which covers the same liability;
- 5.7.9. death, bodily injury or damage to property, arising directly or indirectly out of the operation of any **vehicle** or **trailer** as a tool of trade;
- 5.7.10. loss, damage or liability that is directly or indirectly caused by pollution or contamination;
- 5.7.11. death, bodily injury or damage to property, arising directly or indirectly by the wrongful collection or delivery of a load, or where the load does not conform to the specification of the customer;
- 5.7.12. death, bodily injury or damage to property where **your vehicle** is towing more **trailers** than permitted by law;
- 5.7.13. liability for death, injury, loss or damage that arises out of the use of any tools, goods or personal belongings carried in or on **your vehicle**;
- 5.7.14. any liability **you** have under an agreement or contract unless **you** would be liable anyway if the agreement or contract did not exist;
- 5.7.15. proceedings consequent upon any bodily injury or damage deliberately caused by **you** or any other person insured on this **policy**
- 5.8.16. if any **trailer** or disabled mechanically propelled **vehicle** is being towed otherwise than in accordance with the law;

6. Section 2 - loss of or damage to your vehicle

6.1. Indemnity

We will indemnify **you** for loss or damage to **your vehicle** caused by:

- 6.1.1. Accidental and flood damage;
- 6.1.2. malicious damage and vandalism only when caused by any person not in **your** employ;
- 6.1.3. Fire;
- 6.1.4. Theft or attempted theft.

6.2. Basis of settlement

6.2.1. In the event of loss or damage to **your vehicle**, **we** will:

- a) pay to repair **your vehicle**; or
- b) replace **your vehicle** with one of a similar type, age or condition; or
- c) pay **you** the pre-accident value of **your vehicle**.

6.2.2. **We** will not pay more than:

- a) the **market value** of **your** lost or damaged **vehicle**;
- b) the price **you** paid for **your** lost or damaged **vehicle**;
- c) the manufacturer's list price for any replacement component part or **accessories**;
- d) the amount outstanding under the leasing agreement for **your vehicle**;
- e) the value of the **vehicle** that **you** declared to **us** at the commencement of the **period of insurance**;

6.2.3. If **your vehicle** is owned by somebody else (and **we** are aware of this and have agreed cover) or is the subject of a hire purchase agreement, **we** will make any cash payment to the legal owner unless the owner specifically agrees otherwise.

6.3. Transport of your vehicle after an accident

If **your vehicle** is disabled as a result of loss or damage insured by this section, **we** will indemnify **you** for the reasonable costs of protection and removal of **your vehicle** to **our** approved repairs or the nearest suitable repairers and the reasonable cost of delivery to **you** in the United Kingdom after repair;

6.4. Repairs

6.4.1. Repairs are undertaken by **our approved repairer**. If **you** choose not to use **our approved repairer**:

- a) If **your vehicle** is repairable as a result of damage sustained that is covered by **your policy** and the repairer chosen by **you** is not one of **our** authorised repairers, then an additional **excess** of £250 will apply. This **excess** will apply in addition to any applicable **excesses** shown in **your policy schedule**.
- b) **you** must obtain a written estimate for repair from **your** repairer before instructing the repairer;
- c) **we** will authorise repairs by **your** repairer only if **we** consider the estimate for repairs reasonable;
- d) **we** will not pay more than the cost of repairs had the work been undertaken by **our approved repairer**. In these circumstances **we** may at **our** option settle the claim for repairs to **your vehicle** by making a cash payment for the amount quoted by **our approved repairer** less the **excess** which applies to the claim;
- e) **we** will not guarantee the work after **you** have signed a customer satisfaction note and **your vehicle** has been returned to **you** by the repairer;
- f) **your** provision of a **courtesy vehicle** will be withdrawn.

- 6.4.2. **We** or the repairer may use parts which have not been supplied by the manufacturer;
- 6.4.3. If parts required for repairing **your vehicle** are not available in the United Kingdom, **our** liability for those parts shall not exceed the manufacturers' last United Kingdom list price or if not listed the price of those parts for the nearest comparable **vehicle** available in the United Kingdom. **We** will not pay the cost of importing parts that are not available in the United Kingdom.

6.5. **Courtesy Car**

The provisions of this clause are subject to the availability of a suitable vehicle and is not binding on us.

If a valid claim is made under this insurance, and **your vehicle** is to be repaired by one of **our approved repairers**, the repairer may provide **you** with a **courtesy car/vehicle** (subject to availability) for the duration of the repairs. If the parts required to repair **your vehicle** are not immediately available to **our approved repairer**, **we** reserve the right to withhold the provision of a **courtesy car/vehicle** until such time as the necessary parts are available and repair work can proceed. If **your vehicle** is accepted by **our approved repairer** as being a repairable proposition, but it is subsequently deemed by **us** to be beyond economical repair, **we** reserve the right to withdraw the **courtesy car/vehicle** immediately.

The **courtesy car/vehicle** can only be provided subject to availability and will be supplied subject to **our approved repairer's** standard terms and conditions, for use in the United Kingdom only. **Our** aim is to keep **you** mobile rather than the **courtesy car/vehicle** being a replacement for **your vehicle** in terms of status or performance. The **courtesy car/vehicle** will normally be a small **vehicle** of less than 1600cc.

While **you** are in possession of the **courtesy car/vehicle** for the period during which **your vehicle** is being repaired, cover for loss of or damage to the **courtesy car/vehicle** will be provided by this **policy** in accordance with its terms, **endorsements**, and conditions, including **excesses**. **We** will not make a charge for this cover. Any accidents or losses while **you** are in possession of the **courtesy car/vehicle** must be reported to **us** immediately and may affect the future premiums payable under this **policy**.

Driving of the **courtesy vehicle** will be limited solely to those persons named on **your certificate of motor insurance**, and the use, limitations, restrictions, and exclusions as **your certificate of motor insurance, policy schedule** and **insurance policy** continue to apply to the **courtesy vehicle**. **You** are not required to inform **us** when **you** are supplied with a **courtesy car/vehicle** from **our approved repairer**.

You must return the **courtesy car/vehicle** to **our approved repairer** either when **we** ask **you** to do so or if this insurance falls due for renewal and **you** fail to renew it with **us**.

6.6. **Total loss**

- 6.6.1. **We** will normally declare **your vehicle** a total loss;
- a) If **we** deem the cost of repairing **your vehicle** as uneconomical; or
 - b) If **your vehicle** has been stolen and not recovered.
- 6.6.2. If **your vehicle** is declared a total loss **our** liability will be determined in accordance with the basis of settlement clause;
- 6.6.3. where **we** request so, **you** must provide **us** with:
- a) the current **Vehicle** Registration document (V5)
 - b) the current MOT certificate, where applicable; and
 - c) all keys to the **vehicle**; and

- d) the purchase receipt for the **vehicle**; and
 - e) any other items **we** may reasonably require;
- 6.6.4. Once **you** have accepted **our** offer, the damaged **vehicle** will become **our** property for disposal in accordance with the Code of Practice for the Disposal of Motor Vehicle Salvage;
- 6.6.5. Once **your** total loss claim has been settled, cover in respect of this **vehicle** will cease immediately and **we** will retain the full premium charged for it. **You** will then have a maximum of 14 days to find a replacement **vehicle** acceptable to **us**.
- a) If **your vehicle** is eligible and has been accepted on an agreed value basis (this will be shown on **your policy schedule**). **We** will pay the amount shown on **your policy schedule** less the **excess** applicable.

6.7. New vehicle replacement (applicable to Comprehensive cover only).

We may, and at **your** request and if available replace **your vehicle** with another of the same make, model and specification following an incident covered by section 2 if all the following applies: -

- a) **You** are the first registered owner of **your vehicle** from new,
- b) is no more than 12 months old from the date of first registration,
- c) has covered less than 12000 miles,
- d) If **we** deem the cost of repairing **your vehicle** uneconomical
- e) **We** can replace **your vehicle** in the UK,
- f) **We** have permission from any person that has a financial interest in **your vehicle**,
- g) **Your vehicle** is not subject to a lease or contract hire agreement or any other similar lease or hire agreement.

6.8. Stolen Keys

If the keys or lock transmitter to **your vehicle** are stolen **we** will pay up to two hundred (£200) (after the deduction of any **excess** that applies to this section) towards the cost of replacing the door locks and/or boot lock, ignition, steering lock, the lock transmitter and central locking interface, providing it can be established that the identity of **your vehicle** or where it is normally kept overnight is known to the person(s) in receipt of such keys or transmitters.

6.9. Exclusions applicable to this section

In addition to the general exclusions, **we** will not indemnify **you** for:

- 6.9.1. The **excess** shown in the **schedule** which to this section of the **policy** and any additional **excess** shown in this section;
- 6.9.2. wear and tear, oxidation, rust, depreciation, vermin, insects, mildew or fungus, faulty workmanship or any other losses which are not directly associated with the incident that causes **you** to claim;
- 6.9.3. Mechanical, electrical, electronic, computer software faults, failures, breakdowns, breakages or malfunctions;
- 6.9.4. Damage to the tyres of **your vehicle** caused by braking, punctures, cuts and bursts unless as a direct result of an accident covered by this **policy**;
- 6.9.5. Damage to **your vehicle** caused by filling its fuel tank with the incorrect fuel;
- 6.9.6. Loss or theft of petrol or diesel fuel;
- 6.9.7. Damage caused by the freezing of liquid in the cooling system of **your vehicle** unless **you** have taken all reasonable precautions as recommended by **your vehicle** manufacturer;
- 6.9.8. legal impounding or destruction of **your vehicle** by order of any government or public authority;

- 6.9.9. Loss of or damage to **your vehicle** caused by a deliberate act by **you** or any other person insured on this **policy**;
- 6.9.10. Loss of or damage to **your vehicle** if it is taken, used or driven without **your** permission by a spouse or civil partner, partner, boyfriend or girlfriend, employee or ex-employee, member of the family or household of a permitted driver;
- 6.9.11. Loss of or damage to **your vehicle** if it is involved in a theft or attempted theft and the incident has not been reported to the police and a crime reference number obtained;
- 6.9.12. Loss of or damage to **your vehicle** by fraud, trickery or deception including but not limited to someone claiming to be a buyer, a buying or selling agent, or by **you** accepting a form of payment which a bank or building society will not authorise;
- 6.9.13. theft of **your vehicle** whilst unattended and:
 - a) the locks have not been engaged;
 - b) the keys have been left in, on or in the vicinity of the **vehicle**;
 - c) the immobiliser is either not working or not been activated;
 - d) any of the windows, sunroof or roof (if applicable) has been left open;
- 6.9.14. any additional damage resulting from the **vehicle** being moved by **you** after an accident or **fire** or theft;
- 6.9.15. any reduction in the value of **your vehicle** following damage, whether repaired or not;
- 6.9.16. the cost of repairing, replacing or improving any parts of **your vehicle** which have not been damaged;
- 6.9.17. the cost of repairing or replacing any non-standard parts fitted to **your vehicle** that have not been disclosed to and agreed by **us**;
- 6.9.18. loss of or damage to **your vehicle**'s **accessories** unless loss or damage to **your vehicle** occurs at the same time from the same cause;
- 6.9.19. loss or damage to **your vehicle** caused by or consequent upon the operation of tipping gear;
- 6.9.20. damage to **trailer(s)** unless details of the **trailer(s)** are declared in writing and agreed by **us**;
- 6.9.21. damage to **your vehicle**'s windscreen or window glass;
- 6.9.22. loss of or damage to any portable audio, visual or communication devices or media including computer or gaming equipment, cell phones, smart phones, traffic information systems or CB radio equipment carried in or on **your vehicle**;
- 6.9.23. loss or damage to any tools or goods carried in or on **your vehicle**;
- 6.9.24. loss of or damage to any taxi metering or other related equipment;
- 6.9.25. loss of use, delay, loss of market or any other compensation for any costs incurred as a result of not being able to use **your vehicle** following loss or damage;
- 6.9.26. Any Value Added Tax (VAT) amounts when **you** are VAT registered;
- 6.9.27. Loss of or damage to **your vehicle** if **you** or any named driver have not taken all reasonable precautions to protect and take care of **your vehicle**;
- 6.9.28. Loss of or damage to **your vehicle** by theft or attempted theft, if **we** have requested that an active security and or tracking device must be fitted to **your vehicle**. All security device's must be active and operational at the time of the loss or damage. Evidence and proof may be requested by **us**;
- 6.9.29. Loss of or damage to any modifications unless **we** have agreed to cover these prior to inception and agreed by **us**;
- 6.9.30. **We** won't supply a **courtesy vehicle** unless **you** are using one of **our approved repairers** – and **we** won't provide **courtesy vehicle** if **your vehicle** is stolen, total loss or written off;
- 6.9.31. loss of or damage to sheets, tarpaulins, tilts or to any container which is not permanently fitted to **your vehicle**.

7. Section 3 – Glass cover

7.1. Indemnity

We will pay the cost of repair or replacement of accidentally damaged or broken glass in the windscreen, sunroof or side or rear windows of **your vehicle** and any scratching to the bodywork caused by the broken glass, as long as there has not been any other loss or damage. If **your vehicle** is fitted with Advanced Driver Assistance Systems (ADAS) and **you** use **our approved repairer** replacement service, **we** will also pay for the recalibration of cameras or sensors fitted to the windscreen to operate these systems, and without loss to **your** no claims bonus.

7.2. Exclusions applicable to this section

In addition to the general exclusions, **we** will not indemnify **you** for:

7.2.1. Excess

The windscreen **excess** shown in the **schedule**; unless the glass is repaired and not replaced where the **excess** shall be twenty five pounds (£25);

7.2.2. Non authorised suppliers

Any amount over two hundred and fifty pounds (£250) for each incident, unless the repair or replacement is carried out by **our** recommended windscreen specialists;

7.2.3. Panoramic roof panels

Damage to any fixed panoramic glass roof panels that are an integral part of the body structure of **your vehicle**.

**For windscreen or window claims telephone our claims helpline on:
0330 912 8200**

8. Section 4 – Loss of or damage to personal effects

8.1. Indemnity

We will indemnify **you** or **your** driver or passenger for loss or destruction of, or damage to their **personal effects** occurring during the **period of insurance**, provided that the loss occurs as part of an incident for which **we** provide indemnity under this **policy**.

Our liability under this section shall be limited to a maximum of two hundred and fifty pounds (£250) for **personal effects** per **vehicle**, regardless of the number of **vehicles** involved or persons making a claim under this section.

8.2. Exclusions applicable to this section

In addition to the general exclusions, **we** will not indemnify **you** for:

8.2.1. loss or destruction of, or damage to:

- a) Money, stamps, tickets, documents, credit cards, jewellery, securities or any form of negotiable instruments;
- b) Portable electronic goods or equipment;
- c) Goods or samples carried in connection with any trade or business;
- d) mobile phones, smart phones, portable computers equipment (including tablets and hand held devices) audio and video equipment and media;
- e) Tools or equipment being carried in connection with any trade or business;

8.2.2. loss or destruction of, or damage to **personal effects** where possession of **your vehicle** is obtained by misrepresentation or deception;

8.2.3. loss or destruction of, or damage to **personal effects** where possession of **your vehicle** is obtained by theft and:

- a) the locks have not been engaged;
- b) the keys have been left in, on or in the vicinity of the **vehicle**;
- c) the immobiliser is either not working or not been activated;
- d) any of the windows, sunroof or roof (if applicable) has been left open;

8.2.4. loss or destruction of, or damage to **personal effects** arising out of, caused by, resulting from, in consequence of or in any way involving **your** failure or the failure of **your** driver to take such precautions as a prudent person would take to prevent such damage to, loss of or destruction of **personal effects**; or

8.2.5. any and all financial or indirect losses arising out of, caused by, resulting from, as a result of or in any way involving damage to, loss of or destruction of **personal effects**.

9. Section 5 – Medical expenses

If an accident occurs which is covered by this **policy**, **we** will pay up to maximum of five hundred pounds (£500) for each person in **your vehicle** for any medical treatment which is required following injury as a result of such accident.

10. Section 6 – Emergency accommodation

In the event **you** are deprived of the use of **your vehicle** or **your vehicle** is not road worthy as a result of an accident occurring during the **period** of insurance within the territorial limits and is unable to reach their destination on the same day of the accident, **we** will pay a contribution of up to fifty pounds (£50) per person with a maximum of two hundred pounds (£200) per accident for all persons towards the cost of **your** onward journey or up to two nights' emergency accommodation subject to copies of receipts.

11. Section 7 – Personal accident

11.1. Benefits

We will pay up to a limit of five thousand pounds (£5,000) in respect of any one incident if the driver of **your vehicle** is accidentally injured in direct connection with an accident whilst travelling in, or getting onto or out of **your vehicle** provided that:

11.1.1. within thirteen (13) weeks of the accident the injury causes:

- a) the death of the driver; or
- b) Loss (including irrecoverable loss of use) of any limb;
- c) irrecoverable loss of all sight in one or both eyes; and

11.1.2. the driver is over twenty one (21) years of age and under sixty five (65) years of age on the date of the accident.

We will make payment directly to the driver or their legal representative.

11.2. Exclusions applicable to this section

In addition to the General Exclusions, **we** will not provide cover for:

11.2.1. for death of or injury to any person:

- a) Resulting from deliberate action (including any attempt to commit suicide) unless such action is an attempt to save human life;
- b) When the driver is found to be over the prescribed/legal limit for alcohol;
- c) When the driver is driving whilst unfit through drugs, whether prescribed or otherwise;
- d) When the driver fails to provide a sample of breath, blood or urine when required to do so, without lawful reason;

11.2.2. further loss of or injury to any limb or eye which was defective prior to any accident;

11.2.3. Where the accident has occurred outside the territorial limits;

11.2.4. Where a claim can be made under another section of this **policy**.

12. Section 8 - Foreign Use

12.1. Legal minimum insurance

We will provide the **minimum cover** which is required by law while **your vehicle** is in:

- 12.1.1. Any country which is a member of the European Union (EU); or
- 12.1.2. Any other country in respect of which the European Commission is satisfied has made arrangements to meet the requirements of Article 7(2) of EU Directive 72/166/CEE relating civil liabilities arising from the use of motor **vehicles**.

Provided **you** let **us** know 14 days before **you** travel **you** are covered whilst using **your vehicle** in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands. In addition, you are also covered whilst using **your vehicle** in any country in the European Union, Andorra, Iceland, Norway, Serbia and Switzerland. **We** will insure **your vehicle** up to a maximum of 30 days per policy period.

A green card is no longer required if **you** travel to any of the above countries and **you** or **your driver** must instead have **your** current **certificate of motor insurance** as evidence of compulsory insurance cover. The cover provided under this section is the minimum required by law in the country **you** or **your** driver is visiting from those stated above. Where this cover is less than the **minimum cover** provided in the United Kingdom, then the **minimum cover** required in the United Kingdom will apply.

Please note that the above information may change, therefore **you** must check the latest information with **your** broker before **you** travel. Please also refer to the Motor insurers' bureau Website for current information [Driving abroad \(mib.org.uk\)](http://Driving abroad (mib.org.uk))

12.2. Extended cover

We will insure **your vehicle** up to a maximum of 30 days per **period of insurance** for the same level of cover as shown in the **schedule** in any of the countries as set out above for an additional premium with at least 14 days prior notice and provided that:

- 12.2.1. **your** company or business is permanently domiciled and registered within the territorial limits; and
- 12.2.2. **Your vehicle** is:
 - a) taxed and registered within the territorial limits;
 - b) is also normally kept within the territorial limits;
- 12.2.3. Social domestic and pleasure use only
- 12.2.4. the travel outside of the territorial limits is of a temporary nature and **we** have agreed in writing to cover **your vehicle** outside the territorial limits.

12.3. Vehicle transportation

Cover also applies when **your vehicle** is being transported between any of the countries stated above by rail or any recognised sea route by ferry (including loading and unloading) as long as transportation does not exceed sixty five (65) hours in any one journey.

12.4. Application of cover

The cover provided by this section shall be subject to the General Exclusions and to the limitations and exclusions set out in the following sections:

- 12.4.1. Section 1 Liability to others
- 12.4.2. Section 2 loss or, or damage to **your vehicle**,
- 12.4.3. Section 4 loss or, or damage to **your personal effects**.

13. Section 9 – No Claims Bonus

If a claim has not been made on **your policy** during the current **period of insurance**, we will include a discount in **your** renewal premium. **We** will give **you** a bonus for each claim free year up to the maximum entitlement. Please note this is no guarantee **your** premium will not rise. If a claim is made, **your** no claim bonus entitlement will be reduced in line with **our** no claim bonus scale at the time of renewal. **Your** no claim bonus will not be affected if **we** only pay emergency treatment charges under the **Road Traffic Act**. **You** cannot transfer **your** no claim bonus to anyone else. If more than one **vehicle** is insured, the no claim bonus is earned separately for each **vehicle**.

13.1. Guaranteed No Claims Bonus.

When **you** have earned one or more no claims bonus **you** then have the option to pay an additional premium to guarantee **your** no claims bonus. Guaranteed no claims bonus means a claim will not reduce **your** no claims bonus at renewal. Guaranteed no claims bonus does not protect the overall price of **your policy** at renewal. The price of **your policy** may increase following an accident even if **you** were not at fault.

Earned NCD	NCD Applicable at 1st Year Renewal		
	1 Claim	2 Claims	2 Claims and above
0	0	0	0
1	0	0	0
2	0	0	0
3	1	0	0
4	2	0	0
5	3	1	0
6	3	1	0
7	3	1	0
8	3	1	0
>=9+	3	1	0

14. Section 10 – Use by motor trade, hotels, and car parks

We will give **you** the cover under section 2, but will not apply any driving and use restrictions or any **excess** while **your vehicle** is in the custody and control of :-

a) A member of the Motor trade for service and repair: or

b) An hotel, restaurant, **car** park or similar commercial organisation for parking purposes

15. Section 11 – In Vehicle entertainment, communication, and navigation

We will pay for the loss or damage if permanently fitted to **your vehicle**, provided that the loss occurs as part of an incident for which **we** provide indemnity under this **policy**. The maximum amount **we** will pay under this section is limited to five hundred pounds (£500) following any one incident.

16. General Exclusions

These general exclusions apply to all section of this **policy**.

We will not pay for any loss, damage, injury, death or any other liability whilst **your vehicle** is being used or driven:

- 16.1.1. for a use not specified or permitted on **your certificate of motor insurance**;
- 16.1.2. for pace-making, competitions, rallies, track days, trials or tests, speed trials or speed tests, whether on a road, track or at an off-road event, circuit, airfield, airside, aerodrome, military base, test venue, derestricted road, gumball, supercar runs or similar;
- 16.1.3. on the Nurburgring Nordschleife, or any sections of private toll roads without speed limits;
- 16.1.4. for racing, formally or informally, against another motorist whether on a road or track;
- 16.1.5. by any person who is not named either in the “persons or classes of persons entitled to drive” section on **your certificate of motor insurance** or **your schedule**;
- 16.1.6. by a person who does not hold a valid driving licence or is disqualified from driving;
- 16.1.7. by a person who holds a driving licence but is not complying with any terms or conditions that may apply to that licence;
- 16.1.8. a load or a number of passengers which is unsafe or illegal;
- 16.1.9. when carrying a load which is not secure;
- 16.1.10. use for hiring of the **vehicle**, the carriage of passengers or goods for payment, or hire and reward but not limited to taxiing and chauffeuring whether licensed or unlicensed, or the carriage of goods or property which does not belong to **you**, use as a courier, or merchandise delivery or peer to peer hire schemes, or for takeaway food or fast food delivery
- 16.1.11. whist carrying **hazardous goods**;
- 16.1.12. being used in contravention of its gross plated weight;
- 16.1.13. carrying a load which is greater than declared to **us**;
- 16.1.14. carrying a load in such a way that it is likely to impair the safe driving or control of **your vehicle** or **trailer**
- 16.1.15. for any use in connection with the Motor Trade other than by a member of the Motor Trade for the purposes of overhaul, upkeep or repair; when towing for payment/reward a caravan, **trailer** or mechanically disabled **vehicle**;
- 16.1.16. if **you** or any named driver(s) is negligently in breach of the Road Safety Act 2006, except where **we** are required to provide this cover under the **Road Traffic Act** or any other legislation applicable to motor insurance;
- 16.1.17. **vehicles** that do not travel on ‘terra firma’

16.2. Deliberate Acts

We will not provide indemnity for **your** liability for the death of or injury to any person or the loss of or damage to any property caused as a result of the deliberate use of **your vehicle**:

- 16.2.1. to cause damage to other **vehicles** or property; and/or
- 16.2.2. to cause injury to any person and/or to put any person(s) in fear of injury

16.3. Drink and Drugs

We will not provide indemnity for any loss, damage, injury, death or any other liability (other than any obligations **we** must meet as required by Road Traffic Law) if an accident occurs involving **your vehicle** and the driver of **your vehicle**:

- 16.3.1. is found to be over the prescribed limit for alcohol;
- 16.3.2. is driving whilst unfit through drink or drugs, whether prescribed or otherwise;
- 16.3.3. fails to provide a sample of breath, blood or urine when required to do so, without lawful reason.

16.4. War, Earthquake, Riot and Terrorism

We will not provide indemnity for any loss, damage or liability that is directly or indirectly caused by:

- 16.4.1. war, Invasion, act of foreign enemy, hostilities (whether war is declared or not), civil , rebellion, revolution, insurrection or requisition, riot or similar event, confiscation or nationalisation by any government or other authority;
- 16.4.2. Earthquake or earthquake shock;
- 16.4.3. Acts of terrorism as defined in the Terrorism Act 2000 or the equivalent legislation in any other country. Except to the extent that **we** may be liable under the **Road Traffic Act**.

16.5. Nuclear/Radioactive Contamination

We will not provide indemnity any loss, damage or liability that is directly or indirectly caused by:

- 16.5.1. Ionising radiation or contamination by radioactivity from nuclear fuel or nuclear waste;
- 16.5.2. radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment.

16.6. Airside use

We will not provide indemnity for any loss, damage or liability arising whilst **your vehicle** is in:

- 16.6.1. any premises or area to which any aircraft has access, including, but without limitation, an airport or airfield and the service roads within their perimeter and boundary roads;
- 16.6.2. a refuelling area, ground equipment areas or the Customs examination areas of international airports.

16.7. Sonic Bang

We will not provide indemnity for any loss, damage or liability caused directly or indirectly by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speeds.

16.8. Criminal Acts

We will not provide indemnity for any loss, damage or liability that is directly or indirectly caused whilst **your vehicle** is being used by **you** or any person entitled to drive **your vehicle**:

- 16.8.1. in the course or furtherance of a crime; or
- 16.8.2. as a means to escape from, or avoidance of, lawful apprehension.

16.9. Mis-delivery

Any loss, damage, injury, death or any other liability that is directly or indirectly caused by solidification or the spillage, leakage or mis-delivery of any load;

16.10. Care of your vehicle

You or any person in charge of **your vehicle** must take precautions to protect **your vehicle** from damage or loss. Alarms, immobilisers and tracking devices must always be on, activated (with subscription up to date if applicable) and working when **your vehicle** is left unattended. **Your schedule** shows any security requirements specific to **your policy**.

You must take appropriate measures to safeguard **your vehicle** at all times;

16.11. Car sharing

Accepting payments from passengers as part of **car/vehicle** sharing arrangement will not affect **your** insurance cover if –

- a) they are being given a lift for social or similar purposes,
- b) **Your car/vehicle** is not built or adapted to carry more than seven passengers,
- c) this is not as part of a business of carrying passengers; and
- d) any money received does not produce a profit.

If **your car/vehicle** is used under a **vehicle** sharing arrangement and there is any doubt as to whether this arrangement is covered by the terms of **your policy**, please contact **your broker** immediately for confirmation.

16.12. Other Insurance clause

We will not Indemnify or make any payment if there is cover under any other insurance.

17. Claims Conditions

17.1. What **you** must do in the event of a claim

17.1.1. **You** must contact **us** using **our** 24 Hour Claims Helpline as soon as possible, about any accident, loss or damage regardless of **your** intention to make a claim under this insurance.

The 24 hour Claims Helpline number is 0330 912 8200

17.1.2. If **your** claim is due to theft, riot, attempted theft or vandalism **you** must also inform the Police and obtain a crime reference number;

17.1.3. **You** must report the accident to the Police and **us** within twenty four (24) hours at the latest if anyone is injured;

17.1.4. If possible, please note the registration number(s) of the **vehicle(s)** involved and if the **vehicle** is a lorry, please also obtain the cab number

17.1.5. Regarding claims for damage to **your vehicle**:

- a) **you** must tell **us** about any damage **you** are going to claim for;
- b) repairs are undertaken by **our approved repairer**. If **you** choose not to use **our approved repairer**:
 - i. **you** must obtain a written estimate for repair from **your** repairer before instructing the repairer;
 - ii. Pay an additional **excess** of £250. This **excess** will be additional to any applicable **excess** shown in **your policy** wording
 - iii. **we** will authorise repairs by **your** repairer only if **we** consider the estimate for repairs reasonable;
 - iv. If **we** believe the estimate is unreasonable **we** may at **our** sole option, settle the claim for repairs to **your car/vehicle** by paying the amount quoted by **our approved repairer** less the applicable **excesses**.
 - v. **we** will not pay more than the cost of repairs had the work been undertaken by **our approved repairer**. In these circumstances **we** may at **our** option settle the claim for repairs to **your vehicle** by making a cash payment for the amount quoted by **our approved repairer** less the **excesses** which applies to the claim;
 - vi. **we** will not guarantee the work after **you** have signed a customer satisfaction note and **your vehicle** has been returned to **you** by the repairer;
 - vii. **Your** provision of a **courtesy vehicle** will be withdrawn.

17.1.6. If there are any circumstances that may give rise to a claim against **you** or **us** from someone else **you** must tell **us** as soon as reasonably possible and in no event less than three (3) days after the accident;

17.1.7. If **you** receive notice of a claim from someone else, **you** must:

- a) tell **us** immediately;
- b) send to **us**:
 - i. all correspondence **you** receive;
 - ii. every writ, summons and County Court Claim Form **you** receive.

- 17.1.8. **you** must tell **us** immediately if **you** are about to be prosecuted or have to go to an inquest and confirm the same to **us** in writing.
- 17.1.9. if **we** ask to examine driving licences and **vehicle** documentation before agreeing to settle a claim under this **policy**, **you** must supply this documentation before **we** can proceed with the settlement
- 17.1.10. **we** shall have discretion in the conduct of any proceedings or in the settlement of any claim.
- 17.1.11. **you** must not admit liability for, or offer to settle, any claim without **our** permission.
- 17.1.12. **we** shall be entitled to take over and conduct the defence or settlement of any claim or prosecute any claim in the name of any person covered by this insurance.
- 17.1.13. no proceedings may be commenced against, or settlement accepted from, any other party without **our** written consent.
- 17.1.14. **you** must give **us** whatever co-operation, information and assistance **we** require in dealing with any claim under this **policy**
- 17.1.15. In the event of a claim covered by this **policy**, **you** must continue to pay the premium. If payment is not made **we** may:
- a) cancel **your policy** and seek payment of the outstanding balance of premium;
 - b) refuse to pay any claim on or after the due date of the premium;
 - c) reserve the right to deduct any outstanding premium from the claim payment, if the claim is for loss or damage to **your vehicle** which is covered by this **policy**;
 - d) recover from **you** the outstanding balance of premium or seek reimbursement from **you** of any claim payment which has already been made.

You are obliged to take all reasonable actions to minimise the cost of a claim under **your policy** of insurance. **We** will assist and advise **you** in this regard, to the best of **our** ability in the light of **our** knowledge of the circumstances.

17.2. Right of recovery

If **we** are obliged to settle a claim which **we** would not have settled had it not been for the provisions of the **Road Traffic Act** in the United Kingdom or corresponding legislation elsewhere or by reason of **our** participation in the Motor Insurers Bureau arrangements **we** will require that **you**, or the person who made the claim, repay all such monies to **us**.

17.3. Inspection

We must be allowed to examine **your vehicle** or **trailer** at any reasonable time after any loss, damage, or accident.

18. General Conditions

These general conditions apply to the whole of the **policy** and should be read in conjunction with the Certificate of Motor Insurance, the **schedule** and any **endorsements** that apply.

18.1. Alterations

You must tell **us** as soon as possible of any alterations or changes to **your vehicles**, the driver details, **your** business, or any of the details that may affect the risks insured which occur during the **period of insurance**.

18.2. Arbitration

In the event of a dispute or complaint regarding this insurance, if eligible, **you** have the right to refer the matter to the Financial Ombudsman Service or The Office of the Arbiter for Financial Services in accordance with the complaints clause of this **policy**.

Alternatively, all disputes which may arise under or in relation to this **policy**, or to its existence, validity or termination shall be referred by either party to a sole arbitrator to be appointed in default of agreement between the parties by the President of the Institute of Chartered Arbitrators in accordance with the Arbitration Act 1996. The language of the arbitration shall be English and the law applicable to and in the arbitration and governing all disputes shall be English law. The determination of the arbitrator will be binding on both parties.

The making of a final un-appealed arbitration award will be a condition precedent to any right of action, suit or other legal proceeding against **us**. **Our** sole obligation in such circumstances shall be to pay such sums as may be directed by a final un-appealed award. The parties agree to perform their respective continuing obligations under this insurance, if any, while the dispute is resolved unless the nature of the dispute prevents such continued performance of those obligations.

18.3. Territorial limits

We will not make any payments in respect of any proceedings brought against **you** or judgement passed in any court outside of the territorial limits, unless the proceedings or judgement arise out of **your vehicle** being used in a country or state which **we** have agreed to extend this insurance to cover under Foreign use section and the proceedings or judgement are brought in such country or state.

For the avoidance of doubt a judgement or order by a Court of jurisdiction recognising or enforcing the order of a foreign court is not treated as a judgement of a Court of competent jurisdiction.

18.4. Compliance with terms

We will only provide the cover described in this **policy** if:

- 18.4.1. Any person claiming indemnity has complied with all its terms and conditions;
- 18.4.2. **your vehicle** is being driven and used in accordance with the terms of the **certificate of motor insurance**;
- 18.4.3. **you** have paid the correct amount of **vehicle** excise duty for **your vehicle** or **you** have obtained a Statutory Off Road Notice;
- 18.4.4. **You** have paid **your** premium of the insurance **policy** in full

18.5. Fraudulent Claims

If **you** or anyone acting on **your** behalf makes a fraudulent claim under this **policy**, **we**:

- 18.5.1. are not liable to pay the claim;
- 18.5.2. may recover any part of the claim already paid from **you**; and
- 18.5.3. may by notice to **you**, treat this **policy** as having been terminated from the time of the first fraudulent act, and shall not be liable in respect of a relevant event occurring after that time and may retain any premium.

These remedies shall not be available against any other entity insured under this **policy** that was not implicated in the fraud.

18.6. Loss reduction conditions

You must comply with any part of any condition where the condition concerned will, if complied with, tend to reduce:

- 18.6.1. losses of a particular kind;
- 18.6.2. loss at a particular location;
- 18.6.3. losses of a particular time.

If **you** do not comply with any part of any condition or any other provision in this **policy** that requires **you** to do or not to do something, **we** will not pay for any claim, except that if **you** can show that non-compliance with the condition or provision could not have increased the risk of the loss, or the amount of the loss, that actually occurred in the circumstances that occurred, **we** shall provide indemnity as though the non-compliance had not taken place.

This Condition applies also to any other person who is entitled to a benefit from this **policy**

18.7. Care and maintenance of your vehicle

18.7.1. All reasonable steps must be taken to:

- a) safeguard **your vehicle** or **trailer** against accident, theft, injury, loss or damage;
- b) ensure **your vehicle** or **trailer** is in a safe and roadworthy condition;

18.7.2. When required by law, **your vehicle** or **trailer** must be covered by a valid Ministry of Transport Test Certificate at the date of any accident, loss or theft.

18.8. Rights of third parties

A person or company who was not a party to this **policy** has no right under the Contracts (Rights of Third Parties) Act 1999 or any subsequent legislation to enforce any term of this **Policy** but this does not affect any right or remedy of a third party which exists or is available apart from such Act. This clause does not affect any rights enforceable under the Third Parties (Rights against Insurers) Act 2010 or those rights that they have under road traffic law in any country in which this insurance applies.

18.9. Sanctions

We shall not provide cover nor 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 **us** or any member of **our** group to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any country.

18.10. Mileage

We reserve the right to establish the mileage on **your vehicle** at any time where **your policy** has been rated on a specified annual mileage basis. Where the annual mileage has been exceeded, the premium may be increased to that which applies to the mileage driven

18.11. Cancellation

If this insurance does not meet **your** needs, **you** may cancel it, without giving reason, by contacting **your** broker immediately.

If **you** cancel **your policy** before the start date, **you** will receive a full refund.

14 days cooling off period

If **you** cancel **your policy** within the 14 days cooling off period of the start date, **you** will be charged a £25 cancellation fee (subject to insurance premium tax (IPT) where applicable). As well as a proportional (pro-rata) deduction for the time **you** have been covered. Subject to no claims being made.

The 14 day cooling off period applies to new policies and the renewal of existing policies.

Outside of the 14 days cooling off period

If no claims have been made during the current **period of insurance**, **we** will refund the proportional (pro-rata) amount of the premium which applies to the **remaining period of insurance**, less an administration charge of up to £50 (subject to insurance premium tax (IPT) where applicable).

Any refunds will be returned to **your** broker. If any claim has been made in the current **period of insurance**, **you** must pay the full annual premium and **you** will not be entitled to any refund.

You may cancel this insurance by stating to **your** broker **your** requirement to cancel.

We may cancel this insurance by giving seven (7) days' notice in writing by Recorded Delivery to **you** at **your** last known address (and in the case of Northern Ireland to the Department of the Environment, Northern Ireland). Subject to no claims having been made (or likely to be made) in the current **period of insurance**. **Your** insurance may be cancelled because -

- a) **You** have not paid when due, a premium on an instalment plan,
- b) **You** or anyone else covered by this insurance has not met the terms and conditions of the insurance,
- c) **You** have not provided documentation requested by **us** or **your** broker (such as a copy of **your** driving licence, current utility bill, or evidence of no claim bonus),
- d) A change in **your** circumstances means, **we** can no longer provide cover,
- e) **You** harass any member of **our** or **your** brokers staff or show abusive behaviour towards them,
- f) **You** have given **us** false or inaccurate information,
- g) Cover has been obtained by misrepresentation, misdescription, and use of a fraudulent document or non-disclosure of any material fact,
- h) **We** suspect fraudulent activity,
- i) Failure to disclose material facts could result in **your** contract being null and void, cancelled, a claim not being paid or difficulty obtaining insurance in the future.

This is not a full list, and **you** should contact **your** broker for advice if **you** are not sure whether a change will affect **your** cover.

Please also note that **your** broker may apply an administration fee against any refund due, therefore please refer to **your** broker for advice. If any claims have been made in the current **period of insurance**, then **we** will retain the full annual premium charged.