Commercial Vehicle

Policy booklet





Underwritten by Highway Insurance Company Limited



Welcome to Policyfast

Welcome to **Your** new Commercial Vehicle **policy** exclusively arranged via Policyfast Limited with **Highway Insurance**, part of the Liverpool Victoria group of companies.

Your insurance **policy** comprises this booklet and **your schedule**. You should read these documents carefully and keep them in a safe place together with copies of any documentation **you** have provided to **us**.

Thank you for choosing to purchase a **Highway Insurance policy**.

Highway Insurance is part of the Liverpool Victoria group of companies. Founded in 1843 Liverpool Victoria, which also trades as LV=, is the UK's largest friendly society and a major provider of insurance and financial services products.

As a friendly society and mutual, Liverpool Victoria exists wholly for the benefit of its members. **We** have no shareholders taking a share of **our** profits. Instead **we** invest **our** profits in making **our** products competitive and delivering an outstanding customer service.

Our claims service goes the extra mile. Committed to doing the right thing for **our** policyholders, **we** will aim to settle claims quickly, even in the most difficult circumstances.

If **you** would like to learn more about Highway please visit **our** website at:

www.highway-insurance.co.uk

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Important Information

Please read this **policy**, the **schedule** (including any **endorsements**) and the **certificate of motor insurance** very carefully. Together with the information you gave us in the **proposal form or statement of fact**, and the declarations that **you** have made, they form the **contract of motor insurance**. You should pay particular attention to the **general exclusions**, the **general conditions** and any **endorsements** which apply.

The words that appear in bold throughout this **policy** are defined on pages five and six and have the same meaning wherever they appear.

Please tell **your insurance adviser** immediately if **you** have any questions, the cover does not meet **your** needs, or any part of **your** insurance documentation is incorrect.





Data Protection Notice

How we use your personal information

This information explains how we may use your details and tells you about the systems we use that allow us to detect and prevent fraudulent applications and claims. The savings that we make help us to keep premiums down.

The way in which we may use your personal data is controlled by the requirements of the Data Protection Act 1998. Highway Insurance Company Limited is registered for the purpose of processing personal data.

Information provided to us may be held, whether or not you purchase a policy, on computer, paper file or other format. We will hold this information for a reasonable time to ensure that a clear and complete history of insurance enquiries. applications, policy records and transactions is maintained.

Subject to payment of a fee, you can ask for a copy of the personal information we hold about you by writing to the CCA Department, LV=, County Gates, Bournemouth, BH1 2NF. For details of the Liverpool Victoria group of companies please refer to www.LV.com

The information (some of which may be sensitive data) may be used to process and administer vour insurance by us and our agents (eg service providers both within and outside the European Economic area with which we have agreements). It may also be used or disclosed to regulators for the purposes of monitoring and enforcing our compliance with any regulation.

Occasionally, your personal information may be disclosed to selected third parties who are assisting us in service improvement activities.

All phone calls may be monitored and recorded and used for fraud prevention and detection, guality control and training purposes.

If credit or debit card details are provided to us we may use this information to automatically renew your insurance policies. We will only do this where we have your permission.

If **vour** details have been obtained through one of our affinity associations we may pass some of your information, including policy details and ongoing information, to that affinity organisation for membership, business analysis and other relevant purposes.

If **vou** move to a new insurer we may confirm certain details about your insurance to them. We will only do this if we are sure it's a genuine request. If we receive a request for policy information by an individual other than the policy holder we will check that the policy holder has given permission to do this.

Sensitive personal data will not be used for marketing purposes.

Credit Search

We use information obtained from a number of sources including credit reference agencies. This helps us to confirm your identity, allows us to give **you** a guote and decide which payment options we can offer vou, for example, paving monthly, You will see a record of this search if **you** request a Credit Report. No other organisation who may conduct credit searches will be able to see it. The search won't affect **your** credit record or credit rating in any way.

Previous claims and incidents

You must tell us about any claim or incident (such as fire, water damage, theft or an accident) whether or not **you** claimed for them. When **you** tell us about a claim or incident we will pass information about it to various databases We may search these databases:

- when you apply for insurance
- if you have a claim
- at renewal

We will do this to validate your claims history or that of any other person or property likely to be involved in the insurance or claim.



Fraud prevention and detection

We will check your information against a range of registers and anti fraud databases for completeness and accuracy. We may also share your information with law enforcement agencies, other organisations and public bodies.

If **we** find that false or inaccurate information has been given to **us**, or **we** suspect fraud, **we** will take appropriate action. If fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

We and other organisations, including those from other countries, may also access and use this information to prevent fraud and money laundering, for example, when:

- checking details on applications for credit and credit related or other facilities
- managing credit and credit related accounts or facilities
- recovering debt
- checking details on proposals and claims for all types of insurance
- checking details of job applicants and employees

Please contact **us** at GFC, LV=, County Gates, Bournemouth, BH1 2NF if **you** want to receive details of the registers and fraud prevention agencies.

Motor Insurance Database

We will add details about your insurance policy to the Motor Insurance Database ('MID') which is managed by the Motor Insurers' Bureau ('MIB'). The MID and the data stored on it may be used by the Police, the DVLA, the DVANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

- electronic licensing
- continuous insurance enforcement
- law enforcement (prevention, detection, apprehension and/or prosecution of offenders)
- the provision of government services and/or other services aimed at reducing uninsured driving

If **you** are involved in a road traffic accident (either in the UK or abroad), insurers and/ or the MIB may search the MID to obtain relevant information.

Other persons (including their appointed representatives) pursuing a claim in respect of a road traffic accident (including foreign citizens) may also obtain relevant information held on the MID.

It's vital that the MID holds **your** correct registration number. If not **you** risk the Police seizing **your** vehicle. **You** can check that **your** correct registration number is shown on the MID at www.askmid.com





How To Make A Complaint

If you have a complaint about your policy or the service **vou** have received, please contact the broker, intermediary or agent that arranged it. In the event your complaint is about Policyfast, please contact:

Operations Manager, Policyfast Limited. Unit 5 Vantage Park, Washingley Road, Huntingdon,

PF29 6SR

If they are unable to resolve **vour** complaint you may refer your complaint to the Financial Ombudsman Service within six months of receiving their final response letter.

Should **vou** be unhappy with the service provided by Highway please contact us by phone on 0800 028 9822 (For TextDirect please dial 18001 first. Opening hours Mon-Fri 9am-5pm). If you prefer to write, please address your letter to The Customer Care Department,

IV Brentwood

PO Box 9104.

Frizzell House.

County Gates.

Bournemouth.

BH1 9DB

Email: customercare@highway-insurance.co.uk. When contacting us please ensure you quote your policy or claim number as appropriate. A copy of **our** internal complaints procedure is available on request.

If we cannot resolve your complaint, you may refer your complaint to the Financial Ombudsman Service within six months of receiving our final response letter. The address is:

Financial Ombudsman Service

Exchange Tower,

London,

E14 9SR.

Telephone 0800 023 4567 or 0300 123 9 123 (from mobile or non BT lines)

Email:complaint.info@financial-ombudsman.org.uk. Website at www.financial-ombudsman.org.uk Making a complaint will not affect your right to take legal action.

Financial Services Compensation Scheme

What happens if we are unable to meet our liabilities?

If we are unable to meet our liabilities to our policyholders, you may be able to claim compensation from the Financial Services Compensation Scheme (FSCS).

There are different levels of compensation. depending on what kind of insurance you have: Compulsory insurance such as third party motor insurance, is covered for 100% of the claim.

Non compulsory insurance, such as home insurance, is covered for 90% of the claim.

You can get further information from the Financial Services Compensation Scheme.

10th Floor Beaufort House.

15 St Botolph Street. London EC3A 7QU Telephone 0207 741 4100 or E-mail: enquiries@fscs.org.uk.



Definition of Terms and Words

The following words or phrases have the same meaning wherever they appear and are shown in **bold** throughout this **policy**.

Certificate of Motor Insurance – Legal evidence of your insurance. It is one part of the contract of motor insurance. It shows the vehicles we are insuring, who may drive the insured vehicle (where 'any authorised driver' is stated, refer to the schedule for restrictions), what it may be used for and the period of insurance.

Contract of Motor Insurance – The policy, the schedule (including endorsements), the certificate of motor insurance, the information you gave us in the proposal form or statement of fact and declarations that you have made, all form the contract of motor insurance.

Endorsements – Something which alters your insurance cover. Your cover will be affected by any endorsement that is shown on the schedule. (Such endorsements may add exclusions to the cover or require you to take action such as fitting approved security.) More than one endorsement may apply. If you do not comply with any endorsements, this contract of motor insurance may no longer be valid and we may refuse to deal with any claim.

Excess – The amount you have to pay towards each claim you make under this contract of motor insurance. There may be more than one excess, part of which may be voluntary (where you have chosen to take an excess to receive a discount on your premium). The amount of the excess is shown on the schedule.

Family or Household – Any member of the policyholder's family, or any other person, who is a permanent or temporary resident at the policyholder's address.

General Conditions – These describe **your** responsibilities, general information and the procedures that apply in certain situations, such as when there is a claim or the **contract of motor insurance** is cancelled.

General Exclusions – These describe the things that are not covered by the contract of motor insurance. They are in addition to the exclusions shown under the headings 'What is not covered' in each of the Sections detailing the cover provided. **Geographical Limits** – Great Britain, Northern Ireland, the Isle of Man and the Channel Islands. It also includes travelling by sea, air or rail between these places. Section 6 explains the cover that applies when driving abroad.

Highway Insurance – The trading name of **Highway Insurance Company Limited.**

Highway Insurance Company Limited – An insurance company, part of the Liverpool Victoria group of companies, authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Insurance Adviser – The person or company **you** purchased this insurance from.

Insured Vehicle – The vehicle(s) shown on the current **schedule** and **certificate of motor insurance**.

Market Value – The cost at the date of the accident or loss of replacing the insured vehicle, if possible, with one of a similar make, model, age, condition and mileage. We will usually ask an engineer to give us advice about the market value of the insured vehicle, referring to guides of vehicle values and any other relevant sources. In assessing the market value, you should consider the amount that could reasonably have been obtained for the insured vehicle if you had sold it immediately before the accident, loss or theft.

Period of Insurance – The length of time covered by this contract of motor insurance, as shown on the current schedule and certificate of motor insurance.

Personal belongings – Certain property in the **insured vehicle**, which **you** wear or use in every day life which belongs to **you** or anyone travelling in the **insured vehicle**. Section 5 of this **policy** sets out the cover and limits which apply, and the items of **personal belongings** which are not included.

Policy – This booklet, which sets out the details of cover and all the terms and conditions which apply. It is one part of the **contract of motor insurance**.

Proposal Form or Statement of Fact – The documents filled in by **you**, or on **your** behalf by an **insurance adviser**, or someone else, and



all other information **you** gave and declarations made at the time the insurance was arranged and on which **we** have relied when agreeing to offer this **contract of motor insurance**.

If you do not give us the full information requested at the start, and tell us about changes, this contract of motor insurance may no longer be valid and we may refuse to deal with any claim.

Schedule – Forms part of the contract of motor insurance and confirms details of you, the insured vehicle(s) and the cover which applies. It is one part of the contract of motor insurance. Standard Accessories – Accessories made available for the vehicle by the manufacturer as optional extras and for which a receipt must be

Standard accessories do not include modifications to the insured vehicle or any other accessory fitted to it not provided by the vehicle manufacturer.

provided.

We, our, us – Highway Insurance Company Limited trading as Highway Insurance.

You, Your – The person, company or trading name (including subsidiary companies) shown as the Insured on the schedule and certificate of motor insurance.

Contract of Motor Insurance Van

This policy, the schedule, the certificate of motor insurance, information you gave us in the proposal form or statement of fact and declarations that you have made, form a legally binding contract of motor insurance between you and Highway Insurance Company Limited, trading as Highway Insurance.

This **contract of motor insurance** is a contract personal to **you** and **you** cannot transfer it to anyone else.

We agree to insure you under the terms of this contract of motor insurance against any liability, loss or damage that occurs within the geographical limits during the period of insurance for which you have paid, or agree to pay, the premium.

You must read this **policy**, the **schedule** and the **certificate of motor insurance** together. The **schedule** tells **you** which sections of the **policy** apply and identifies any **endorsements**. Please check all three documents carefully to make sure that they give **you** the cover **you** want and that **you** comply with all the relevant terms and conditions, including any **endorsements**.

It is not intended that the Contracts (Rights of Third Parties) Act 1999 should confer any additional rights under this **policy** in favour of any third party.

Unless **we** agree with **you** to apply the laws of another country, English Law will apply to this contract (unless **you** live in Guernsey or Jersey, where Guernsey or Jersey law will apply). All communications will be in English.

Your Cover

The current **schedule** shows what **you** are covered for. The different kinds of cover are: Comprehensive – Sections 1, 2, 3, 4, 5, 6, 7 and 8 apply.

Third Party Fire and Theft – Sections 1, 2, 6 and 7 apply.

Third Party Only – Sections 1, 6 and 7 apply. Fire and Theft Only – Section 2 only.



Use

This contract of motor insurance only covers you if you use the insured vehicle in the way described in your certificate of motor insurance (under 'Limitations as to Use') and any endorsements.

Cooling-off Cancellation Right

We hope you are happy with the cover this policy provides. However, you have the right to cancel it within 14 days of receiving the **policy** or from the start date of your policy, whichever is latest, without giving any reason. You may cancel using this 'cooling-off' period by telling us, or your insurance adviser, in writing or by email or telephone and cancellation can take effect immediately or from a later date, although it cannot be backdated to any earlier date. If you do cancel in the first 14 days using the 'coolingoff' cancellation condition, we will charge you pro rata, subject to a minimum fee of £25 + Insurance Premium Tax, for the cover provided from the beginning of the contract until the **policy** is cancelled, unless we are required to make a total loss payment under the **policy**, under which circumstances a refund of the premium is not pavable.

Cancelling your Policy (Outside the Cooling-off Cancellation Right)

You may cancel this contract of motor insurance at any time by telling us, or your insurance adviser, in writing or by email or telephone and cancellation can take effect immediately or from a later date, although it cannot be backdated to any earlier date. If you or someone else has not made a claim in the current period of insurance, we will refund part of your premium. We will work out the refund on a pro-rata basis less a premium charge of £25 + Insurance Premium Tax to cover our administration costs.

We will not refund any of **your** premium if the **contract of motor insurance** is cancelled following a claim whether settled or not.

We, or our authorised agent, may cancel this contract of motor insurance by giving you

seven days' notice in writing to **your** last known address where there is a valid reason for doing so. Valid reasons may include, but are not limited to, if:

- you do not pay your premium, premium deposit or any instalment payment on or before the due date;
- you or anyone else covered by this insurance has not met all the terms and conditions of this policy;
- a change in your circumstances means we can no longer provide cover;
- where we identify misrepresentation or fraud or any attempt to gain an advantage under this insurance to which you are not entitled;
- you do not provide us or your insurance adviser with any requested documents.

The insurance will end immediately the seven days' notice runs out. If **you** have just taken out the **policy** or renewed it with **us** and the premium is unpaid, **we** will cancel **your** insurance from the start/renewal date.

We will refund the balance of your premium that applies to the remaining **period of insurance** unless fraud has been identified.

If a refund is paid, a premium charge of $\pounds 25$ + Insurance Premium Tax to cover **our** administration costs will be deducted from the refund.

If **you** or someone else has made a claim, **we** will cancel **your** cover but may not refund any premium. If **you** are paying by instalments, **you** must still pay the balance of the full annual premium.

If you produce a cancelled **certificate of motor insurance** to any person with the intention of deceiving that person into accepting it as genuine, you may be prosecuted.

Changes to your details

You must tell your insurance adviser as soon as possible if any of the details on your proposal form or statement of fact change including:

- Changes made to your vehicle which improve its value, appearance, performance or handling.
- Changing your vehicle.
- Changes in the way your vehicle is used.



- Change of address or where you keep your vehicle.
- Change of occupation, including part time work.
- Change in the main user of the vehicle.
- Details of any medical conditions for any person who may drive the vehicle.
- Details of any motoring convictions, fixed penalty offences or licence endorsements for any person who may drive the vehicle.
- Details of any criminal convictions for any person who may drive the vehicle.
- Details of any accidents, thefts, loss or damage, regardless of blame or whether a claim was made or not, for any person who may drive the vehicle.

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

When **you** advise **us** of any permanent or temporary changes to **your policy** during the **period of insurance** which **we** agree to, or if **you** request duplicate documents, a premium adjustment charge of £10 + Insurance Premium Tax will be made in addition to any other change in premium to cover **our** administration costs. This charge is in addition to any administration fees charged by **your insurance adviser**.

If **your** change of circumstances means that **we** can no longer provide cover, **we** or **our** authorised agent will give **you** notice of cancellation, see Cancelling your Policy (Outside the Cooling-off Cancellation Right).

If **you** do not tell **your insurance adviser** of a change **we** will be entitled to do one or both of the following:

- Reject or reduce payment of your claim.
- Cancel the **policy** and/or treat it as though it never existed.

Additional Information – The following does not form part of the Contract of Motor Insurance

Vehicle Crime – Learn How to Beat the Criminals

Most crime prevention methods are common sense:

- Never leave valuables on show.
- Use good quality locks and security devices.*

- Always ensure your steering lock is on when you leave your vehicle and use a steering wheel lock.*
- Fit locking wheel nuts to your wheels.
- Don't make life easier for thieves, always remove the keys from your vehicle and lock it when you leave it, even temporarily. Not to do so may invalidate your cover so lock it or lose it!
- Remove any entertainment equipment if **you** can.
- Always park your vehicle in a secure location, in your own garage or a secure public garage if possible.
- Always lock your vehicle and activate any alarm &/or immobiliser when you leave it.

You can obtain further information from your local Crime Prevention Officer at your local Police station, or visit:

http://www.secureyourmotor.gov.uk/

* We recommend you install security devices such as steering wheel locks, alarms and immobilisers that are accredited by Thatcham Motor Insurance Repair and Research Centre. For further information visit:

http://www.thatcham.org/



Section 1 Liability to Others: Third Party Cover

What is covered

We will insure you against everything you legally have to pay to people who claim for damages, costs and expenses if they arise from a claim caused by an accident while you are driving, loading or unloading (directly from the **insured vehicle**), or in charge of the **insured vehicle**, if you kill or injure other people.

We will also insure you for your legal liability for damage to their property (including any related indirect loss) up to £5,000,000 and for costs and expenses incurred up to £5,000,000. We will also insure you while the **insured vehicle** is towing a trailer or any one vehicle, so long as the towing is allowed by law and the trailer or broken-down vehicle is attached properly to the **insured vehicle** by towing equipment made for this purpose.

What is not covered

- Loss or damage to the insured vehicle, trailer or vehicle being towed.
- Any amount above £5,000,000 for damage to other people's property (including any related indirect loss) and any amount above £5,000,000 for costs and expenses incurred.
- Property or goods belonging to (or in the care of) you or your passengers, or being carried in or on any trailer or vehicle being towed.
- Death or injury to the person driving or in charge of the **insured vehicle** or to any person being carried in or on, or getting into or out of, or getting on to or off, a trailer or vehicle being towed.
- Loss or damage to any bridge, weighbridge, viaduct, road or other surface over which the vehicle is driven, or anything under the surface caused by the weight or vibration of the **insured vehicle** or its load.
- Loss, damage or liability caused by pollution or contamination as a result of any load seeping from the **insured vehicle** or any load spilling from, or shifting in, the **insured vehicle**.
- Legal liability when you are towing any caravan, trailer or broken-down vehicle for profit.

- Liability for death, injury or damage when the insured vehicle is not on a public road and is in the process of being loaded or unloaded by any person other than the driver or attendant of the insured vehicle.
- Liability for death, injury or damage resulting from using the **insured vehicle**, or of machinery attached to it, as a tool of trade.
- Liability for death or injury to any employee of the person insured arising during the course of their employment.
- Any liability, injury, loss or damage resulting from anything sold, transported or supplied by you or on your behalf.
- Driving other cars extension. You are not covered under this policy to drive any other vehicle.
- Any liability that is not required to be covered under the terms of the Road Traffic Act whilst you are loading or unloading directly from the insured vehicle.

Insuring Others - What is covered

We will also insure the following people under this Section.

- Any person you allow to use the insured vehicle as long as your current certificate of motor insurance says they can and they are not excluded from driving by an endorsement shown on the schedule.
- Any person (other than the person driving) being carried in, or getting in or out of, the insured vehicle or any person who causes an accident while they are traveling in, or getting in or out of, the insured vehicle.
- If anyone covered by the contract of motor insurance dies, we will cover their legal representative to deal with any claims made against that person's estate.

Insuring Others - What is not covered

 Legal liability if your current certificate of motor insurance does not cover the person using the insured vehicle, or if the person using the insured vehicle is excluded from driving or holding a valid licence, or using the insured vehicle as a result of the general exclusions, general conditions and any endorsements.



- Any liability that is not required to be covered under the terms of the Road Traffic Act whilst any person is loading or unloading directly from the insured vehicle.
- Any liability, injury, loss or damage resulting from anything sold, transported or supplied by you or on your behalf.

Costs of Legal Representation – What is covered

Following a claim under this **contract of motor insurance**, **we** will pay the reasonable legal costs and expenses relating to.

- solicitors' fees for representing anyone we insure at a coroner's inquest, fatal accident inquiry or court summary of jurisdiction; and
- the defence of anyone we insure against any legal proceedings for manslaughter or causing death by dangerous or reckless driving.

In assessing whether legal costs and expenses are reasonable the following will be considered:

- the level of experience required of the legal representative taking into account the nature of the case.
- the level of costs charged by the legal representative.
- whether legal representation for a defence of prosecution is likely to affect the outcome.

We may, at any time, stop paying the legal costs and expenses.

Costs of Legal Representation – What is not covered

- Any costs which have not first been agreed in writing by us or arising from a claim caused by an accident which is not covered under this contract of motor insurance.
- Any costs where we have chosen to stop payments or arising from a claim which is not covered as a result of the general exclusions, general conditions and endorsements.

Emergency Medical Treatment – What is covered

We will pay for the Emergency Treatment Fees, as required by the Road Traffic Acts, after an accident involving the **insured vehicle**. We must, by law, provide this cover.

If this is the only payment **we** make, **your** No Claims Discount will not be affected.

Emergency Medical Treatment – What is not covered

Any amount that is more than the compulsory fee.

Section 2 Fire and Theft What is covered

We will cover you for loss or damage to the **insured vehicle** that is caused by fire, lightning, explosion, theft or attempted theft. This includes **standard accessories** on it. We will also pay for loss or damage to the **insured vehicle's** fitted entertainment equipment up to the limit stated on the **schedule**.

What is not covered

- Any vehicle which is not the insured vehicle and any loss or damage if you do not have cover under this section.
- Wear and tear, mechanical, electrical, electronic and computer failure, breakdowns or breakages.
- Compensation for you not being able to use the insured vehicle, any delay where we have to get new parts or accessories or they are unavailable, or the value of the insured vehicle reducing for any reason.
- Any other indirect loss, such as travel expenses or loss of earnings.
- Loss or damage caused by failure to protect the **insured vehicle**, (see 'Care of the Vehicle' under the **general conditions**), or if it has been left unlocked and/or with the keys, lock transmitter, entry card or other ignition control device left in, on or in the immediate proximity of the vehicle.
- Loss or damage from repossession of the insured vehicle and returning it to its rightful owner.
- · Loss or damage from any agreement or



proposed transaction for selling or hiring the **insured vehicle** or someone taking the **insured vehicle** by fraud, trickery or deception or attempting to purchase the **insured vehicle** by fraudulent means.

- Loss or damage arising from the insured vehicle being taken or driven by a person who is not an insured driver but is a member of the policyholder's family or household, or being taken or driven by an employee or ex-employee, unless you report the person to the police for taking your vehicle without your consent.
- Loss or damage resulting from using the insured vehicle, or of machinery attached to it, as a tool of trade.
- Loss or damage caused deliberately by you or any person driving the insured vehicle with your permission.
- Any additional damage resulting from the insured vehicle being moved by you, or any person driving the insured vehicle with your permission, after an accident, fire or theft.
- Any storage charges unless you tell us about them and we agree in writing to pay for them.
- Tools of trade, personal belongings (unless you have cover under Section 5), documents or goods.
- Any amount above the limit stated on the schedule for fitted entertainment equipment.
- Keys, remote control or security devices (whether lost or stolen) unless you have cover under Section 8.
- Tapes, cassettes, compact and mini discs, Citizens-Band radios, phones or phone equipment.
- Any loss or damage up to the amount of the excess that appears on your schedule.
- Any satellite navigation equipment or accessories, whether permanently fitted or not, that are not standard accessories.
- Any loss or damage caused by failure to maintain the insured vehicle and safeguard it from such loss or damage.
- Any loss or damage from the insured vehicle being confiscated, disposed of or destroyed by or under order of any government or public or local authority order.

Section 3 Accidental Damage What is covered

We will cover you for loss or damage to the insured vehicle. This includes standard accessories on it. We will also pay for loss or damage to the insured vehicle's fitted entertainment equipment up to the limit stated on the schedule.

What is not covered

Any loss or damage described in 'what is not covered' under the Fire and Theft section of this **policy. We** also do not cover the following:

- Damage to tyres caused by wear and tear, braking, punctures, cuts or bursts.
- Damage caused by frost, unless you have taken care to stop the damage happening and have followed the manufacturer's instructions to avoid liquid freezing in your vehicle.
- Loss or damage arising from the insured vehicle being filled with the wrong fuel.
- Any satellite navigation equipment or accessories, whether permanently fitted or not, that are not standard accessories.

New Van Replacement

If, within one year of **you** buying the **insured vehicle** from new and **you** were the first registered owner, it is:

- · stolen and not recovered, or
- damaged so that repairs will cost more than 60% of the manufacturer's price list (including taxes and the cost of accessories) at the time of the loss or damage;

We will replace the **insured vehicle** with a new one of the same make, model and specification. If a replacement vehicle of the same make, model and specification is not available we will, where possible, provide a similar vehicle of identical list price.

New van replacement does not apply if:

- You, or anyone we know has an interest in the insured vehicle, does not agree.
- The **insured vehicle** is more than one year old at the time of the loss or damage.
- You were not the first registered owner of the insured vehicle, including if the vehicle was pre registered by the motor dealer from whom



it was purchased.

- You did not buy the vehicle from new.
- The repairs cost less then 60% of the manufacturer's price list (including taxes and the cost of accessories).
- You wish to have the claim settled on a cash basis when the most we will pay is the market value of the insured vehicle and its standard accessories at the time of the loss or damage.

We are not liable for the consequences of any delay in getting the replacement vehicle.

Uninsured driver promise

If **you** are hit by an uninsured driver **we** will reinstate **your** no claim discount and reimburse any excess once **we** have established that the driver of the other vehicle was uninsured and the accident was not **your** fault. **We** will need **you** to provide the registration number, make, model and colour of the other car involved and also the driver's name and address.

Section 4 Windscreen and Windows What is covered

We will pay for damage to the **insured vehicle's** windscreen or windows.

If this is the only damage **you** are claiming for, **your** No Claims Discount will not be affected.

The **schedule** shows the maximum amount **we** will pay:

- In any one period of insurance if the windscreen or window is replaced or repaired by Highway Glassline (Phone 0800 678 1010); or
- In any one period of insurance if any other supplier carries out the repair or replacement.

What is not covered

- Any loss or damage if you do not have cover under this Section.
- Damaged sunroofs, roof panels including damage to any part of a convertible hood, lights or reflectors, even if they are made of glass.
- The excess, unless you have your windscreen or window repaired rather than replaced. (The excess must be paid direct to the repair or replacement company if your windscreen

or other windows are replaced, rather than repaired.)

 Extra costs for the work to be carried out outside normal hours, unless the windscreen is shattered or the driver's vision or the security of the insured vehicle is affected.

Section 5 Personal Accident, Personal Belongings, Medical Expenses, Emergency Travel and Accommodation

Personal Accident – What is covered

If you, your husband, your wife or your civil partner (as defined in the Civil Partnership Act 2004) are involved in a car accident, we will pay the amounts shown below if, within three months of the accident, it directly causes one of the following:

Death

- £5,000
- Total loss of one or more limbs £5,000
- Permanent blindness in one or both eves

£5,000

The most we will pay is the limit for any one cause of death or injury during any one **period of insurance**. We will only make a payment if the injury or death is directly connected with an accident involving the **insured vehicle**, and not if it happens while **you**, **your** husband, **your** wife or **your** civil partner were travelling in or getting into or out of any other vehicle that **you** do not own and is not hired or leased to **you**.

Personal Accident – What is not covered

- Any loss if you do not have cover under this Section.
- Anyone who is under 21 or 75 or older at the time of the accident.
- Death or bodily injury caused by suicide or attempted suicide, self-injury or by drugs, alcohol or anything taken or inhaled.
- Death or bodily injury caused by disease, physical sickness or disability.
- anyone failing to keep to the law regarding the use of seat belts.

Personal Belongings – What is covered

We will pay up to $\pounds 300$ for personal belongings in your vehicle, if they are lost or damaged



because of an accident, fire, theft or attempted theft. If someone else owns the property, **you** can ask **us** to settle the claim with the owner of the property. **We** may need proof of purchase.

Personal Belongings – What is not covered

- Any loss or damage if **you** do not have cover under this Section.
- **Personal belongings** covered by any other insurance.
- Money, stamps, tickets, documents, securities, jewellery or furs.
- Goods or samples connected with your work or any other trade, or any container for these things.
- Radios, cassette, compact or mini disc players, MP3 players, tapes or discs, televisions, phones or phone equipment, computers or computer equipment and accessories, computer game consoles or games and accessories, Citizen-Band radios and accessories.
- Keys, remote control or security devices.
- Property taken from an unlocked or open vehicle (including the rear of an open back vehicle) or which **you** have not taken care to protect from loss or damage.

Medical Expenses – What is covered

If **you** or **your** passengers are injured because of an accident involving the **insured vehicle**, **we** will pay up to £100, in addition to the compulsory Emergency Medical Treatment fee (see Section 1), for each person for any medical treatment they receive.

Medical Expenses – What is not covered Any medical expenses if **you** do not have cover under this Section.

Emergency Travel and Accommodation - What is covered

If **you** are unable to continue **your** journey as a result of accidental loss or damage to the **insured vehicle** occurring within the **geographical limits**, provided **you** are claiming under section 3 Accidental Damage of this **policy**, **we** will contribute up to £500 in respect of:

emergency overnight accommodation for

occupants of the **insured vehicle** where loss of use necessitates an unplanned overnight stop; and/or

 travelling expenses, including alternative transport costs, for occupants of the insured vehicle towards reaching your destination.

You must pay for the accommodation or travelling expenses yourself and submit receipts for **us** to reimburse **you**.

Emergency Travel and Accommodation - What is not covered

- Excluding newspapers, drinks, telephone calls and meals.
- Any amount in excess of £500 for any one incident.
- Any costs incurred outside the **geographical limits**.

Section 6 Driving Abroad

Minimum Insurance - What is covered

We provide the minimum cover that applies to the country concerned to allow you to use the insured vehicle covered by this insurance in:

 Any country which is a member of the European Union, Andorra, Iceland, Norway, Serbia and Switzerland.

The minimum cover automatically provided by this **contract of motor insurance** may vary from country to country.

Minimum Insurance – What is not covered

- Damage to the insured vehicle
- Customs and Excise duty

Cover in addition to Minimum Insurance – What is covered

We will extend your cover to apply to:

- Any country which is a member of the European Union, Andorra, Iceland, Norway and Switzerland.
- The insured vehicle whilst it is being transported by rail, sea or air between countries, which you have cover for. If you are travelling by sea, it must be by a recognised sea route and the journey should not take longer than 65 hours.

For up to a quarter of the **period of insurance** as long as:



- the insured vehicle is taxed and registered within the geographical limits, and
- Your main and permanent home is within the geographical limits and your visit abroad is only temporary.

Cover in addition to Minimum Insurance – What is not covered

- Customs or Excise duties.
- Use for more than a quarter of the **period of insurance**.
- Loss or damage in any country which is not a member of the European Union or Andorra, Iceland, Norway or Switzerland.
- The insured vehicle, unless it is being used for purposes described in the certificate of motor insurance.
- Any additional accommodation or travel costs or expenses incurred.

Additional information when travelling abroad The following does not form part of your contract of motor insurance.

- Do take out adequate travel, breakdown and recovery insurance to cover all eventualities, even on a short trip.
- Do not sign an Agreed Statement of Facts form unless you fully understand and agree with its contents. In some countries they are binding agreements of the circumstances of an incident.

Section 7 No Claims Discount

If this is a yearly contract, and **you** do not claim under this insurance and **you** have not been involved in an accident which has or may result in a claim against **you**, **we** will give a discount from **your** renewal premium.

If the insurance covers more than one vehicle, the No Claims Discount will apply separately for each vehicle.

You cannot transfer your No Claims Discount to anyone else.

We will reduce or remove your No Claims Discount, in accordance with the scale below, if we make any payment whatsoever, even if the accident is not your fault, unless we get the money back from someone else. We may withhold the No Claims Discount in full or part if there are any claims that have not been settled.

If we recover all **our** money, or we have good reason to believe a third-party claim would be unsuccessful, the No Claims Discount would apply again.

Current NCD (years)	After 1 claim (years)	After 2 claims (years)	After 3+ claims (years)
1	0	0	0
2	0	0	0
3	1	0	0
4	2	0	0
5+	3	1	0

If **you** have a protected No Claims Discount (shown on the **schedule**) **we** will not reduce the Discount if **you** do not claim more than twice during five continuous periods of insurance. The protected No Claims Discount only applies while **you** are insured by **us** and cannot be transferred to another insurer. Premiums in future years may still be increased according to the claims history.

Section 8 Lock replacement – lost or stolen key cover What is covered

If the keys, lock transmitter or entry card for the keyless entry system of **your insured vehicle** are lost or stolen, **we** will pay up to a maximum of £500 towards the cost of replacing:

- the door and boot locks
- the ignition and steering locks
- the lock transmitter; and
- the entry card

provided that **we** are satisfied that any person who may have the keys, transmitter or entry card knows the identity or location of **your insured vehicle**, and care is taken to safeguard the keys, transmitter or entry card from loss.

What is not covered

- Any amount in excess of £500.



Claims Handling

We aim to provide you with the best claims service that we can. If you use the services we have put in place to achieve this, we can provide a better service than when the claim is outside our control.

There are some important points that **you** should be aware of if **you** are involved in an accident or **your** vehicle is stolen.

Accident

You must STOP at the scene of the accident, do not drive away until **you** have exchanged details with the other party involved.

Give **your** name, address and insurance details. Get the name, address, phone number, vehicle registration and any other information **you** can from the other driver or drivers, passengers, witnesses and any attending police officer.

Note the exact location and any relevant road signs or markings.

If there is an injury and **you** did not give **your** details at the scene, report the incident to the police within 24 hours.

Theft

Report the theft to the police immediately and take a note of the officer's name, number constabulary and crime reference number.

If **you** know where the vehicle is after its theft, make sure that it is safe and secure.

Claims Procedure

If any accident, injury, loss or damage occurs **you**, or **your** legal representative, must do the following:

Inform **us** by calling **our** Contact Centre (UK) on 0800 032 1625 as soon as is reasonably possible. If **your** claim is for glass only call **our** glassline on 0800 678 1010

- Send **us**, unanswered, every letter **you** receive about a claim as soon as possible.
- Tell us, as soon as you know, about any prosecution, coroner's inquest or fatal accident injury.
- Not admit liability or negotiate a settlement without **our** written permission.
- Give any information, help and co-operation we need, including going to court if necessary.

We may do the following

- Take over, defend or settle any claims in your name, or that of any other person insured.
- Take action (which we will pay for) in your name, or that of any other person insured, to get back any money we have paid.

Windscreen Damage – Ring 0800 678 1010 (See Section 4)

Contact Highway Glassline (0800 678 1010) as soon as possible after the **insured vehicle's** windscreen is damaged.

Some windscreen damage can be repaired. If so, no windscreen **excess** will apply.

Handling your claim

(See Sections 2, 3 and 8) **We will do the following:**

- Get an agent to take the **insured vehicle** to the nearest Approved Repairer or another safe place if **you** cannot drive it.
- Refer you to a Approved Repairer. You can take the vehicle to them or they will collect it and return it to after an estimate has been prepared.
- Send the vehicle to a Approved Repairer, or another repairer of your choice, if we disagree with the estimate for repairing it provided by a non-approved repairer.
- If the insured vehicle is being repaired by _ a Approved Repairer from **our** network, they will provide **you** with a courtesy vehicle for the duration of the repair to the insured vehicle. If the insured vehicle cannot be repaired or has been stolen and not recovered we will provide **you** with a courtesy vehicle for up to 14 days or until 4 days after payment has been issued to you, whichever is soonest. A courtesy vehicle provided under this section will usually be a small car derived van. We will insure the courtesy vehicle under this insurance in exactly the same way as we insure the insured vehicle. You must return the courtesy vehicle when the owner or we ask **vou** to or if this insurance expires and **you** do not renew it.
- Treat the insured vehicle as stolen if it has not been recovered within 30 working days



after **you** reported the theft to **our** Contact Centre. It must still be missing when **we** pay **your** claim.

- Have **your** vehicle examined by **our** own or **our** appointed engineer.

You must do the following:

- Tell us straightaway if the insured vehicle is stolen and you later get it back, or discover where it is.
- Send us the certificate of motor insurance, the Vehicle Registration document and Department of Transport Test (MOT) Certificate if the insured vehicle needs one, keys and any other documents we ask for before we pay your claim.
- Get our permission before ordering any new part or accessory, and before paying for any transport outside the geographical limits.

Paying your claim

(See Sections 2, 3, 4 and 8) **We will do the following:**

- Pay the reasonable cost of protecting the insured vehicle.
- Pay the reasonable cost for the insured vehicle to be brought back to the address shown on the schedule. (We will not pay the cost of any transport outside the geographical limits unless we agree to do so first.)
- Entirely at our discretion and subject to payment of the policy excess, arrange to:
 - a) repair the damage at **our** Approved Repairer, **we** may decide to use suitable parts or accessories which are not supplied by the original manufacturer, or alternatively authorise repairs at a repairer of **your** choice subject to the provision of satisfactory estimates.
 - b) pay you the cost of replacing or repairing the damaged parts, including their fitting, or
 - c) treat the insured vehicle as a total loss and pay you the market value of the vehicle less the excess just before the loss or damage happened. Once you accept our offer or we have paid

the claim (or both) the **insured vehicle** becomes **our** property, unless **we** agree otherwise.

- Pay the last known cost shown in the manufacturer's price list and the reasonable cost of fitting if any lost or damaged part or accessory is no longer available.
- Not pay the whole cost of any repair or replacement that leaves the vehicle in a better condition than before the loss or damage (you will pay part of the cost of the repair or replacement).
- Not refund any premium if the **insured vehicle** is written off or there is any claim.
- Settle the claim to the legal owner, up to the market value, if the insured vehicle is part of a hire-purchase or leasing agreement, or belongs to someone else.
- If we declare the insured vehicle a total loss (write off), you must pay whatever you owe us before we will pay your claim, or we may take what you owe us from anything we pay you.

You must do the following:

- Pay any **excess** direct to the repairer when **you** collect **your** vehicle.



General Exclusions

These **general exclusions** apply to the whole of this **contract of motor insurance** and describe the things which are not covered. These apply as well as the exclusions shown under 'What is not covered' in each of the Sections detailing the cover provided.

This **contract of motor insurance** does not cover claims arising from any of the following.

1 Any accident, injury, loss or damage that happens while the **insured vehicle** is being:

- used for a purpose which it is not insured for;
- driven or in the charge of anyone who is not described in the certificate of motor insurance as a person entitled to drive or who is excluded from driving by any endorsements or covered by another insurance;
- driven or in the charge of anyone who does not have a valid driving licence, has not held a driving licence, is disqualified from driving or is prevented by law from holding a licence.
- driven or in the charge of anyone who does not meet the terms and conditions of their driving licence as required by DVLA / DVLNI rules and regulations and any relevant law;
- driven or in the charge of anyone who does not meet all the conditions described in the endorsements on your schedule and all the general conditions in this policy;
- kept or used in an unsafe or unroadworthy condition. (You may be asked to provide details to show the insured vehicle was regularly maintained and kept in good condition);
- kept or used without a current Department of Transport Test (MoT) certificate if one is needed;
- kept or used in any way that breaks any security requirements imposed by an endorsement;
- used to carry passengers or goods in a way likely to affect the safe driving and

control of the vehicle; or

- used for carrying dangerous loads; or
- used in or on restricted areas of airports, airfields or military bases.
- 2 Any liability that you have agreed to accept unless you would have had that liability anyway.
- 3 Anyone who does not meet all the conditions described in the endorsements on your schedule and all the general conditions in this policy and any other condition of this policy.
- 4 Hiring out the **insured vehicle** for money, unless this use is described in the **certificate of motor insurance** (under Limitations as to Use).
- 5 Racing of any description or being used in any contest, competition, rally or speed trial (apart from treasure hunts).
- 6 The **insured vehicle** being used on any form of race track, de-restricted toll road (including the Nurburgring) or off-road activity.
- 7 Any accident, injury, loss or damage caused directly or indirectly by:
 - War, invasion, act of foreign enemy, hostilities (whether war is declared or not), revolution, act of terrorism or similar event;
 - Riot or civil unrest that happens outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands;
 - earthquake;
 - ionising radiations or contamination from nuclear fuel or nuclear waste or from the burning or explosion of nuclear fuel;
 - the radiation, toxic, explosive or other dangerous properties of any nuclear installation, reactor, or other nuclear assembly or its component part;
 - any weapon or device using atomic or nuclear fission or fusion or radioactive force or matter;
 - pressure waves caused by aircraft and other flying objects; or
 - carrying any dangerous substances or goods.



- 8 Any liability, loss or damage caused by explosion, sparks or ashes from the **insured vehicle**, or from any trailer or machinery attached to, or detached from, it.
- 9 Any liability, loss or damage that happens outside the **geographical limits** (apart from the cover detailed in Section 6 – Driving Abroad).
- 10 Any proceedings brought against you outside the geographical limits, unless they result from using the insured vehicle in a country which we have agreed to extend this insurance to cover (see Section 6 – Driving Abroad).
- 11 Any liability, injury, loss or damage caused directly or indirectly by:
 - pollution; or
 - contamination;
 - unless the pollution or contamination is directly caused by one incident at a specific time and place during the **period of insurance** and is:
 - sudden;
 - identifiable;
 - not deliberate; and
 - unexpected.

We will consider the pollution to have happened at the time the incident took place.

12 Any death, injury, loss or damage caused directly or indirectly as a result of any deliberate act by **you** or any person driving the **insured vehicle**.

General Conditions

The following **general conditions** apply to the whole of this **contract of motor insurance**.

These describe **your** responsibilities, general information and the procedures that apply in certain situations, such as when there is a claim or the **contract of motor insurance** is cancelled. If **you** do not meet the terms and conditions of this **contract of motor insurance**, it could make the cover invalid or mean **we** will refuse to pay **your** claim.

Keeping to the Policy Terms

Your premium is based on the information you gave us when your cover started and when you renew it. If any of the details on your proposal form or statement of fact change, you must tell us as soon as possible. If you are not sure whether you need to tell us about certain facts, you should give us the information anyway, or contact your insurance adviser for advice. You should keep a record of the information you give in relation to this contract of motor insurance. If you did not or do not give full and accurate information, this contract of motor insurance may be invalid and we may refuse to deal with any claim you might make.

This insurance will only apply if:

- the person claiming has kept to all the terms and conditions of this contract of motor insurance; and
- all the information **you** have supplied is correct and complete to the best of **your** knowledge and belief.

Fraud and Misrepresentation

If you or anyone representing you:

- provides us with misleading or incorrect information to any of the questions asked when applying for, amending or renewing this insurance;
- deliberately misleads us to obtain cover, gain a cheaper premium or more favourable terms;
- provides us with false documents;
- makes a fraudulent payment by bank account and/or card;

We may:



- agree to amend your policy to record the correct information, apply any relevant policy terms and conditions and collect any additional premium due including any premium adjustment charge to cover our administration costs;
- reject a claim or reduce the amount of payment we make;
- cancel or void your policy (treat it as if it never existed), including all other policies which you have with us, and apply a cancellation premium charge.

Where fraud is identified we will:

- Not return any premium paid by you.
- Recover from you any costs we have incurred.
- Pass details to fraud prevention and law enforcement agencies who may access and use this information. Other insurers may also access this information.

Claims Fraud

If you or anyone representing you:

 Makes a claim or part of any claim that is fraudulent, false or exaggerated;

We may:

- Reject the claim or reduce the amount of payment we make;
- Cancel your policy from the date of the fraudulent act and not return any premium paid;
- Recover from you any costs we have incurred relating to the fraudulent claim and any further claims notified after the date of the fraudulent act;
- Pass details to fraud prevention and law enforcement agencies who may access and use this information. Other insurers may also access this information.

Right of recovery

If the law of any country which this **contract of motor insurance** covers requires **us** to make payments which, but for that law, **we** would not otherwise have paid, **you** must repay the amount to **us**.

If any claims or other monies are paid to **you** by mistake for any reason, or a claim has been

paid which **we** later find to be fraudulent, false or exaggerated, **you** must repay the amount paid to **us**.

If we have refunded any premium following cancellation, we can take any money you owe us from any payment we make.

Care of the Vehicle

The **insured vehicle** must be covered by a valid Department of Transport Test (MoT) Certificate if **you** need one by law.

You, or any person driving the **insured vehicle** with **your** permission, must take care to avoid loss of or damage to the **insured vehicle**. For example, removing it to a safe place as soon as possible if it breaks down. You, or any person driving the **insured vehicle** with **your** permission, should also take care of the keys to the **insured vehicle** to prevent them being lost or stolen.

You must always take the keys out of the ignition and remove them completely when the **insured vehicle** is left at any time whatsoever (regardless of whether the vehicle is still within **your** sight) and make sure that **you** do not leave belongings on display.

You should close all the windows and sun-roofs and lock all the doors. Alarms, immobilisers and tracking devices should be turned on when fitted. Endorsements may apply to your cover, setting out other requirements relating to immobilisers, alarms and tracking devices. In these cases, we will need to see evidence that an approved alarm, immobiliser or tracking device has been fitted. These devices must always be on and working whenever the insured vehicle is left.

If you, or any person driving the **insured** vehicle with your permission, do not take care of the **insured vehicle** and meet any security requirements, this **contract of motor insurance** may no longer be valid and **we** may not pay any claim.

You or any other person covered by this insurance must do the following:

- Protect the **insured vehicle** from loss or damage.
- Keep the **insured vehicle** in an efficient and roadworthy condition. (You may be asked to



provide details to show the **insured vehicle** was regularly maintained and kept in good condition.)

- Not move or drive the insured vehicle in a way likely to affect safe driving or control or in a way which could cause loss or damage to it.
- Not move or drive the insured vehicle after an accident, fire or theft if to do so may cause additional damage.
- Allow us access to examine the insured vehicle.

Other Insurance

If there is any other insurance covering the same claim, **we** will only pay **our** share of the claim, even if the other insurer refuses the claim.

If there is an accident or theft, ring us on $0800\;032\;1625$

If you suffer windscreen or glass damage, call 0800 678 1010

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Underwritten by

