

COMMERCIAL VEHICLE DIRECT

MOTOR VEHICLE

insurance document



INSURANCE

welcome to cvd

Customer Services Department:	0845 219 0510
Renewals Department:	0845 219 0511
To report an incident or theft:	0845 219 0512
To repair or replace your windscreen:	0800 316 8316
For breakdown assistance in the UK:	0844 338 6261
Keeping You on the Move Line:	0845 873 7832
CVD Drivers Injury Help Line:	0845 219 0510

IMPORTANT ADVICE

If you are involved in an accident, remember to write down as many details as possible, including the names and addresses of anyone who may have seen the accident.

www.cvd-insurance.co.uk

Commercial Vehicle Direct Insurance Services Limited

PO Box 451, Bristol BS35 4ZQ

Commercial Vehicle Direct Insurance Policy



INSURANCE

INTRODUCTION TO COMMERCIAL VEHICLE DIRECT

Commercial Vehicle Direct is an independent insurance broker, who is authorised and regulated by the Financial Services Authority. We deal with a large panel of insurers, and pride ourselves on searching the insurance market to find you a suitable policy at the most competitive premium.

Commercial Vehicle Direct provides cover across the United Kingdom and has skilled staff available to make the servicing of your insurance as straightforward as possible.

PLEASE KEEP THIS POLICY IN A SAFE PLACE.

You may need to refer to it if you make a claim. You must tell us about changes which affect your policy and which have occurred either since the policy started or since the last renewal date. If you are not sure whether certain facts are relevant please ask Commercial Vehicle Direct. If you do not tell us about relevant changes, your policy may not be valid or the policy may not fully cover you.

THE FINANCIAL SERVICES COMPENSATION SCHEME

Both we and Commercial Vehicle Direct are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if either We or Commercial Vehicle Direct cannot meet their obligations. This depends on the type of business and circumstances of the claim.

Compulsory classes of insurance are covered for 100% of the claim, without any upper limit. Other classes of insurance are covered for 90% of the whole claim with no upper limit.



CONTENTS

WHAT THE TERMS MEAN	Page 5
OUR CONTRACT WITH YOU	Page 6
PART A	
SECTION 1 - Loss and Damage	Page 7
SECTION 2 - Liability to Third Parties	Page 9
SECTION 3 - Medical Expenses	Page 11
SECTION 4 - Emergency Medical Treatment	Page 11
SECTION 5 - No Claims Discount	Page 11
SECTION 6 - Windscreen/Glass Cover	Page 11
SECTION 7 - Foreign Travel	Page 12
GENERAL EXCLUSIONS	Page 13
GENERAL CONDITIONS	Page 15
COMPLAINTS PROCEDURE	Page 18
PART B - Legal Expenses	Page 19
PART C - Breakdown Protection including Homestart	Page 23
PART D - Keeping You on the Move	Page 29
PART E - Drivers Injury Insurance	Page 32

What the Terms Mean

Whenever the following words or phrases appear, they will have the meanings as described below:

YOU/YOUR

Insured / Policyholder / Company or Trading name as stated in the Policy Schedule.

YOUR VEHICLE

Your Vehicle(s) with the registration number(s) shown on Your Certificate of Insurance and Schedule and Accessories on or attached to it.

CERTIFICATE OF INSURANCE

Legal evidence of Your insurance. It is only one part of the contract of motor insurance. It shows Your Vehicle(s) We are insuring, who may drive Your Vehicle (where 'any authorised driver' is stated, refer to the Schedule for restrictions), what it may be used for and the Period of Insurance.

WE/US/OUR

Your insurer as named in Your Schedule. All insurers are authorised and regulated by the Financial Services Authority. The Financial Services Authority website which includes a register of all regulated firms can be visited at www.fsagov.uk/register or the Financial Services Authority can be contacted on 0845 606 1234.

Where Your insurance is provided by a Lloyd's based insurer, that insurer will be made up of certain underwriters at Lloyd's. Each underwriter is only liable for his or her own share of the risk and not for any others share. You can ask the insurer for the names of the underwriters and the share of the risk each has taken on.

GREAT BRITAIN

England, Scotland, and Wales.

UNITED KINGDOM

Great Britain, Northern Ireland, Isle of Man and Channel Islands.

TERRITORIAL LIMITS

United Kingdom.

POLICY EXCESS

The amount of any claim You will have to pay if Your Vehicle is lost, stolen or damaged, irrespective of fault.

ENDORSEMENT

An extra or alternative wording which changes the terms of Your Policy. The Endorsements which apply are shown in Your Schedule.

SCHEDULE

Forms part of the contract of motor insurance and confirms details of You, Your Vehicle and the cover which applies. It is one part of the contract of motor insurance.

MARKET VALUE

The cost of replacing Your Vehicle with one of similar type and condition.

STATEMENT OF FACT

A record of statements You have made and information confirmed to Us, which forms the basis of Your contract of insurance.

PERIOD OF INSURANCE

The period of time covered by this Policy, as shown in the Schedule, and any other period that We agree to insure You for.

FIRE

Fire, lightning and explosion.

THEFT

Theft or attempted Theft, or the taking of Your Vehicle without Your permission.

HAZARDOUS GOODS

The term Hazardous Goods means those goods or substances referred to in any legislation and related regulations governing the carriage of dangerous goods by road, including provisions relating to classification packaging and labelling, as may be of application from time to time in the United Kingdom.

TRAILER

Any drawbar Trailer, semi-Trailer, horsebox or caravan.

ACCESSORIES

Parts of Your Vehicle that are not directly related to how it works as a vehicle. This includes radio, cassette, disc player or similar component, which forms part of Your Vehicle.

INDEMNITY (INDEMNIFIED/INDEMNIFY)

A legal principle which ensures that You are placed as near as possible in the same position after a loss, as You occupied immediately before the loss, by providing compensation for the losses and liabilities.

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 Policy is cancelled.

GENERAL EXCLUSIONS

These describe the things that are not covered by the Policy. They are in addition to those shown under the heading 'Exclusions' in each of the Sections detailing the cover provided.

Our Contract With You

The Policy describes the insurance cover provided during the Period of Insurance You have paid for, or have agreed to pay for, and for which Commercial Vehicle Direct have accepted the premium, on Our behalf.

The contract between You and Us is based upon the attached Statement of Fact, the Policy, the Schedule, Certificate of Insurance and any Endorsement shown on the Schedule. For the contract to be valid all the information as disclosed in the Statement of Fact must be true and complete to the best of Your knowledge.

Law Applicable to Contract

This Policy is a contract between You and Us. Unless agreed otherwise in writing by You and Us this insurance contract shall be interpreted

POLICY

This booklet, which sets out the details of cover and all the terms and conditions which apply, is one part of the Contract.

CONSUMER

A consumer is any natural person who is acting for purposes which are outside his trade or profession.

The insurance cover applies anywhere within the Territorial Limits and provides for the minimum cover to comply with compulsory motor insurance legislation in any EU member country or other European country which has been approved by the EU Commission. Your selected policy cover can be extended to cover You abroad subject to the conditions stated in Section 7 Foreign Travel. Your Vehicle will also be covered in transit via air, sea and rail between acceptable countries.

in accordance with English law and any dispute shall be resolved within the non-exclusive jurisdiction of the courts of England and Wales.

Types of Cover and Sections which apply

COMPREHENSIVE

Sections 1 to 7

THIRD PARTY FIRE & THEFT

Sections 1,2,4,5 & 7

Section 1 only applies for loss or damage caused directly by Fire or Theft

THIRD PARTY ONLY

Sections 2,4,5 & 7

ADDITIONAL COVERS

Please see Part B, C, D & E of Your Policy

SECTION 1 - Loss and Damage (Excluding Windscreen / Glass Damage)

LOSS OF OR DAMAGE TO YOUR VEHICLE, ACCESSORIES OR SPARE PARTS

In the event of Your Vehicle, Accessories and spare parts being lost, stolen or damaged, We will either:

- repair the damage;
- replace what is lost or damaged if it is too expensive to repair; or
- pay the cost of the loss or damage

We can choose which of these actions We will take for any claim We accept.

The most We will pay is the Market Value of Your Vehicle, Accessories and spare parts at the time of the loss or damage. We will not pay more than the amount for which You insured them. If Your Vehicle is under a hire purchase or leasing agreement, We will normally pay any claim to the legal owner.

If You are VAT registered You are entitled to recover VAT on the cost of repairs and replacement goods to the extent allowed by law.

We may use Accessories or parts, which are not made or supplied by the manufacturer of Your Vehicle but are of a similar type and quality to the parts We are replacing. We will not be responsible for additional storage costs caused by the unavailability of Accessories or spare parts nor the cost of importation of Accessories or parts into the United Kingdom.

If Your Vehicle cannot be driven because of the loss or damage covered under this Policy, We will pay the reasonable cost of protecting Your Vehicle and taking it to the nearest competent repairer. After it has been repaired We will pay the reasonable cost of delivering it to Your address in the United Kingdom.

We will retain, at Our discretion, the right to the salvage of a vehicle following a total loss for disposal in accordance with the Association of British Insurers (A.B.I) code of practice.

YOUNG / INEXPERIENCED DRIVERS

A young driver is someone who is under the age of 25. An inexperienced driver is someone who is over 25 and holds a provisional licence or who has held a full UK/EU licence for less than 12 months.

If Your Vehicle or any of its Accessories or spare parts are damaged whilst Your Vehicle is being driven by, or in the charge of a person who is young or inexperienced, You will have to pay the amount shown below towards any claim.

EXCESS

The standard Policy Excess is stated on Your attached Schedule. The following are additional Excesses for the reasons stated:

Age of Driver	Experience	Excess
25yrs and Over	Inexperienced	£150
21-24yrs Inclusive	All Drivers	£250
17-20yrs Inclusive	All Drivers	£350

This amount is in addition to any Policy Excess You have agreed to pay for the first part of any own damage claim as stated in the Schedule.

You will not have to pay the amounts shown above if the loss or damage is caused by Fire or Theft. A standard Fire & Theft Excess of £100 applies. If We pay the whole amount of the claim, You must immediately pay Us the amount of Policy Excess stated in Your Schedule.

AUDIO COVER

This Policy will cover the loss of or damage to any radio, cassette, disc player or similar apparatus and component parts and is limited to the maximum payable (shown below) upon any one occasion when loss or damage occurs. This cover applies only to equipment permanently fitted to Your Vehicle.

Comprehensive	£500.00
Third Party Fire & Theft	£250.00

We will not be liable for any amount in excess of the above limits for loss or damage to audio equipment.

The cover levels shown are prior to deduction of the applicable Policy Excess.

SECTION 1 - Exclusions

WE SHALL NOT BE LIABLE FOR:-

- (a)** Depreciation, wear and tear, mechanical, electrical and electronic breakdowns or failures, or equipment or computer malfunctions.
- (b)** Loss of use of Your Vehicle.
- (c)** Damage to tyres by application of brakes or by punctures, cuts or bursts.
- (d)** Any amount above the cost (or in the case of a vehicle of foreign manufacture the sterling equivalent of the cost) of any parts or Accessories according to the manufacturer's last published list price plus the reasonable cost of fitting.
- (e)** Loss where property is obtained or attempted to be obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectible, irrecoverable or irredeemable for any reason.
- (f)** Loss resulting from repossession of Your Vehicle or restitution to its rightful owner.
- (g)** Loss of or damage to:
- money, stamps, tickets, documents, securities, lottery tickets, raffle tickets, promotional vouchers or Air Miles vouchers
 - goods, tools or samples carried in connection with any trade or profession
 - property that is covered under any other Policy
 - tapes, cassettes, compact and mini discs, citizen band radios, phones or phone equipment
- (h)** Loss of or damage to Your Vehicle arising from it being taken by, or driven by, a person who was not an insured driver under the Policy, but was a member of Your family or household or any other person known to You, unless You can prove that the driver intended to permanently deprive You of Your Vehicle.
- (i)** Loss of or damage to Your Vehicle arising from confiscation or requisition or destruction by or under order of any Government or Public or Local Authority.
- (j)** Loss of value on Your Vehicle following repairs.
- (k)** Loss or damage arising from the Theft of or from Your Vehicle whilst the ignition and or entry and or immobilisation key(s) transmitter(s) or other entry devices have been left in or on Your Vehicle.
- (l)** Loss or damage arising from Theft from Your Vehicle if all openings have not been locked when there is no-one in the vehicle.
- (m)** Loss or damage caused by an inappropriate type or grade of fuel being used.
- (n)** Loss or damage arising from Theft while any security or tracking device, which You have told Us is fitted to Your Vehicle, has not been set or is not in working order.
- (o)** Loss of or damage to telephone, communication, navigation or television / games equipment of any kind.
- (p)** Any increase in damage as a result of Your Vehicle being moved under its own power following an accident, Fire or Theft.
- (q)** Damage caused by frost.
- (r)** That part of the cost of any repair or replacement which improves Your Vehicle beyond its condition immediately before the loss or damage occurred.
- (s)** Failure or inability of any equipment or any computer programme to recognise, correctly interpret or process any date as the true or correct date, or to continue to function correctly beyond that date.
- (t)** Loss or damage caused maliciously or deliberately by any person employed by You or driving Your Vehicle with Your permission or agreement.
- (u)** Loss or Theft of keys, remote controls or security devices.
- (v)** Loss or damage resulting from using machinery attached to Your Vehicle, as a tool of trade, unless specifically agreed at inception.
- (w)** Any storage charges unless You tell Us about them and We agree in writing to pay for them.

SECTION 2 - Liability to Third Parties

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 whilst You or a driver named on the Certificate of Insurance are driving, loading or unloading (directly from Your Vehicle), or in charge of Your Vehicle, (including attached trailer) if You kill or injure other people.

We will insure You for Your legal liability for:

- damage to Third Party property for no more than £2,000,000
- legal costs and expenses for no more than £3,000,000 in respect of any one occurrence or series of occurrences arising out of the one event.

COVER PROVIDED FOR OTHER PEOPLE

If You ask Us to, We will give the following people the same insurance cover We give You:

- any passenger travelling in or getting into or out of Your Vehicle

YOUR LEGALLY APPOINTED REPRESENTATIVES

After the death of anyone insured under this Policy, We will protect that person's estate against any liability the deceased person had if that liability is insured under this Policy.

LEGAL FEES AND EXPENSES

If We give Our prior written permission We will pay the fee for a solicitor to:

- represent any person insured under this Policy at any coroner's inquest or fatal accident inquiry;
- defend any person insured under this Policy in a court of summary jurisdiction in connection with any accident which others may be able to claim for under Section 2 What is Covered and Cover Provided for Other People.

PROCEEDINGS

We will pay for legal services to defend anyone insured under this Policy if proceedings are taken against them for manslaughter or causing death by dangerous driving or causing death while under the influence of drink or drugs. The following conditions apply to this cover:

- You must ask Us to provide and We must agree to provide cover;
- the cause of death(s) giving rise to the proceedings must be covered under this Policy;
- the event causing the death(s) must have happened in the United Kingdom.



SECTION 2 - Exclusions

YOU ARE NOT COVERED FOR:

(a) Under Section 2, unless the person driving holds a licence to drive such a vehicle, and has held a licence to drive such a vehicle at the time of the incident giving rise to the claim, and is not disqualified from holding or obtaining such a licence except when Your Vehicle is being driven and a licence is not required by law.

(b) Under Section 2, if to the knowledge of the person claiming to be Indemnified, the person driving does not hold a licence to drive such a vehicle, unless he/she has held a licence to drive such a vehicle at the time of the incident giving rise to the claim and is not disqualified from holding or obtaining such a licence.

(c) Under Section 2 to Indemnify any person:

- if such person is entitled to Indemnity under any other Policy
- unless he/she shall observe, fulfil and be subject to the terms, exclusions and conditions of this Policy in so far as they can apply

(d) In respect of death of or bodily injury to any person in the employment of the person claiming to be Indemnified arising out of and in the course of such employment except as required by any relevant road traffic legislation.

(e) In respect of death, injury or damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with:

- the bringing of the load to Your Vehicle for loading thereon or;
- the taking away of the load from Your Vehicle after unloading by any person other than the driver or attendant of Your Vehicle

(f) Except for liabilities incurred under any relevant road traffic legislation:

- death or bodily injury to the person driving or in charge of Your Vehicle
- legal liability when a Trailer or broken-down vehicle is being towed for profit
- damage to Your own vehicle
- any claim resulting from carrying, preparing, selling or supplying of any goods, food or drink from Your Vehicle



SECTION 3 - Medical Expenses

If You, Your driver or any of Your passengers are injured in an accident involving Your Vehicle, We will pay the medical expenses of up to £100 for each insured person.

SECTION 4 - Emergency Medical Treatment

We will Indemnify any person using a vehicle in respect of which Indemnity is provided under this Policy in respect of liability under any relevant road traffic legislation to pay for emergency treatment fees caused by or arising out of the use of such vehicle within the

Territorial Limits or other country to which any such legislation applies.

If We pay emergency treatment fees under any relevant road traffic legislation it will not affect Your no claims discount.

SECTION 5 - No Claims Discount

We may reduce the premium You pay when You renew Your Policy according to Our current scale of no claims discount subject to no payments being made for any claims which occurred within the current Period of Insurance.

NO CLAIMS DISCOUNT PROTECTION

A no claims discount of 5 or more years will not be reduced provided no more than two partial

fault, fault, Fire or Theft claims occur within any 3 consecutive years. If 3 or more claims are made during any three-year period, We will reduce the discount You receive.

This extension only applies if referred to in Your Schedule, subject otherwise to the terms, exceptions and conditions of Your Policy.

SECTION 6 - Windscreen & Glass Cover

We will pay for a broken or damaged windscreen or windows in Your Vehicle and scratching of the bodywork caused by them breaking.

You will pay £60 (the Policy Excess) towards each claim for a broken windscreen or windows. If the damage is repairable and does not require a replacement windscreen or window, then the Excess does not apply.

Provided You contact the Glass Help Line on 0800 316 8 316 to arrange for replacement or repair of Your windscreen or windows, the cover supplied by this Policy will be unlimited. However, if any other repairer is used then cover will be restricted to £200 less the standard Excess.

Any payment under Section 6 solely for the breakage of Your windscreen or windows shall not affect any entitlements to no claims discount.

SECTION 7 - Foreign Travel

Before travelling abroad You must contact Commercial Vehicle Direct to arrange for cover to be extended. Failure to do so will result in the minimum cover only being applied.

Your Policy includes 30 days cover for You to drive Your Vehicle in the countries below in any 12-month period. Once this period has elapsed the minimum required cover will apply.

In line with European Union directives, this Policy also provides the necessary cover to meet the laws of the compulsory insurance of motor vehicles in:

- any other country which is a member of the European Union
- any country which the Commission of the European Communities is satisfied has made arrangements to meet the requirements of Article 7(2) of European Communities Directive 72/166/EEC relating to civil liabilities arising from using a motor vehicle (eligible countries change from time to time so ask Commercial Vehicle Direct for the current list)

The level of cover provided will be the minimum needed to follow the laws on the compulsory insurance of motor vehicles of the country in which the accident happens. Where the level of cover in any European Union Member State is less than that provided by the legal minimum requirements of United Kingdom, the level of cover that applies in United Kingdom will apply in that Member State.

IF YOU TAKE YOUR VEHICLE ABROAD

In addition to the standard 30 days cover, We may be able to offer the following extensions if required, and You should contact Commercial Vehicle Direct to arrange this at least 14 days in advance. A charge will be applied for this facility as shown below:

Period	Charge
31 to 60 Days	£31.50
31 to 90 Days	£72.00
91 Days and Above	Not Available

CUSTOMS DUTY

We will Indemnify You against liability for the enforced payment of Customs Duty on Your Vehicle after temporary importation provided that such liability arises directly from loss or damage covered by this Policy.



General Exclusions to Your Policy

These General Exclusions apply to sections one to seven of this Policy and describe the things which are not covered. These apply as well as the exclusions shown in each Section of Part A detailing the cover provided.

1. This Policy does not cover any claim for injury, loss, damage or liability arising from or in connection with Your Vehicle whilst:

(a) used for any purpose not permitted by the effective Certificate of Insurance.

(b) driven or in the charge of anyone who is not described in the Certificate of Insurance as a person entitled to drive or who is excluded from driving by any Endorsements or covered by another Policy.

(c) driven or in the charge of anyone who does not have a valid driving licence or who is disqualified from driving, who has not held a driving licence or who is prevented by law from holding one.

(d) used in an unsafe or unroadworthy condition or, where such regulations require, does not have a current M.O.T Certificate (You may be asked to provide details to show that Your Vehicle was regularly maintained and kept in a good condition).

(e) driven by or in the charge of anyone who does not keep to the conditions of their licence or all the conditions of this Policy.

(f) used to carry passengers or goods in a way likely to affect the safe driving and control of the vehicle.

Notwithstanding anything to the contrary in General Exclusion 1 (a) or 1 (b) above, the Indemnity to the insured in connection with Your Vehicle shall operate while Your Vehicle is in the custody or control of a member of the Motor Trade and used only for the purpose of its overhaul, upkeep or repair.

2. We do not cover any loss or damage to property, legal liability, expense, or bodily injury which is directly or indirectly caused by, contributed to, or arising from:

- ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of it.
- any consequence of war, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power except so far as is necessary to meet the requirements of any relevant road traffic legislation.

3. This Policy does not provide cover for any liability arising out of acts of terrorism as defined in Part 1 of the UK Terrorism Act 2000 or successors thereto, except as is necessary to meet the requirements of any relevant road traffic legislation. In territories other than the United Kingdom the definition contained in the UK Terrorism Act 2000 or its successors will be deemed to be the applicable definition.

4. This Policy does not cover death or bodily injury to any person or damage to any property which is directly or indirectly caused by pollution or contamination, unless this pollution or contamination is directly caused by an incident which occurs in its entirety at a specific time and place during the Period of Insurance and is sudden, identifiable, unintended and unexpected. We will consider the pollution to have happened at the time the incident took place. Please note this exclusion does not apply where We have to meet any relevant road traffic legislation.

5. We will not pay the claim, and all cover under the Policy is forfeited if You or anyone acting for You makes a claim under the Policy knowing the claim to be false, fraudulently inflated or supported by fraudulent documents or if the loss, damage or injury is caused by Your wilful act or with Your connivance.

6. This Policy does not apply when any vehicle covered by it is towing a greater number of caravans, Trailers or disabled mechanically propelled vehicles than is permitted by law.

7. We will not pay for loss of or damage to any property in or on the Trailer regardless of whether it is being towed by or attached to Your Vehicle.

8. This Policy does not cover loss or damage arising during (unless it be proved by You that the loss or damage was not occasioned thereby) or in consequence of:

- earthquake or
- riot or civil commotion occurring in Northern Ireland or outside Great Britain, Isle of Man and Channel Islands (except where We need to provide cover to meet the minimum insurance required by the relevant law)

Except as required by any road traffic legislation.

9. This Policy does not cover loss or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.

10. This Policy does not cover loss of or damage to Your Vehicle where possession is obtained by fraud or deception.

11. This Policy does not provide cover for any accident, injury, damage, loss, or any liability of whatsoever nature while Your Vehicle is in or on that part of an aerodrome, airport, airfield or military base provided for:

- (a) the take off or landing of aircraft and/or the movement of aircraft on the surface
- (b) aircraft parking aprons including the associated service roads, refuelling areas and ground equipment parking areas
- (c) customs examination areas in passenger terminals

Except as required by any relevant road traffic legislation.

12. This Policy does not cover racing of any description or being used in any contest, competition, rallies or speed trial (apart from treasure hunts).

13. This Policy does not cover Your Vehicle whilst being used on any form of race track or off-road activity.

14. This Policy does not provide cover for any accident, injury, damage or loss caused directly or indirectly by carrying of Hazardous Goods, other than to meet the requirements of any relevant traffic legislation.

15. This Policy does not provide any cover when Your Vehicle is towing for hire and reward any Trailer or disabled mechanically propelled vehicle.

16. This Policy does not provide cover for any accident, injury, damage or loss when Your Vehicle is:

- (a) carrying an unsafe load
- (b) towing a Trailer which is unsafe or has an insecure load

Except as required by any relevant road traffic legislation.

17. This Policy does not cover any liability, loss or damage caused by explosion, sparks or ashes from Your Vehicle, or from any Trailer or machinery attached to, or detached from it.

18. This Policy does not cover any liability, loss or damage that happens outside the Territorial Limits (apart from the cover detailed in Part A Section 7 – Foreign Travel).

19. This Policy will not cover Your Vehicle if it is used or kept in any way that breaks any security requirements imposed by an Endorsement.

20. This Policy does not cover any liability that You have agreed to accept unless You would have had that liability anyway.

21. This Policy does not cover any damage or liability caused by a vehicle being towed by Your Vehicle.

PART A - General Conditions of Your Policy

The following General Conditions apply to Part A of this Policy. These describe Your responsibilities, general information and the procedures that apply in certain situations, such as when there is a claim or the Policy is cancelled. If You do not meet the terms and conditions of this Policy, it could make the cover invalid or mean We may refuse to pay Your claim.

1. CANCELLATION

If You are an individual buying a Policy which provides cover for You in a private capacity, You have the right to cancel Your Policy during a period of 14 days either from the day of purchase of the contract or the day on which You receive Your Policy documentation, whichever is the later. If You wish to do so and the insurance cover has not yet commenced, You will be entitled to a full refund of the premium paid. If the insurance cover has already commenced, You will be entitled to a refund of the premium paid, subject to a deduction for the time for which You have been covered, calculated as a proportion of the time for which the insurance would have provided cover and for any cost incurred by Commercial Vehicle Direct in issuing the Policy. Please note the full annual premium is payable in the event of a claim and no refund will be given.

To exercise Your right to cancel Your Policy, You must forward Your Certificate of Insurance with Your written instructions to Commercial Vehicle Direct.

If You do not exercise Your right to cancel Your Policy during the 14-day cooling off period, it will continue in force for the term of the Policy and You will be required to pay the full premium as stated.

We, or Our appointed agents may cancel this Policy by giving You 7 days notice by recorded delivery. We will send notice of cancellation to Your last known address. You must then send Commercial Vehicle Direct the Certificate of Insurance.

In the event of Us cancelling Your policy You will be entitled to a refund of the premium paid, subject to a deduction for the time for which

You have been covered, calculated as a proportion of the time for which the insurance would have provided cover and for any cost incurred by Commercial Vehicle Direct in issuing the Policy. Please note the full annual premium is payable in the event of a claim and no refund will be given.

You may cancel this Policy in writing to Commercial Vehicle Direct enclosing Your Certificate of Insurance. If You or others have not made a claim under this Policy, We will refund part of Your unused premium to Commercial Vehicle Direct using Our standard cancellation rates, please refer to Your Schedule for further details. For more information regarding cancellation please contact Commercial Vehicle Direct.

2. OTHER INSURANCE

If, at the time of any claim arising under this Policy, there is any other insurance Policy covering the same loss, damage or liability, We will only pay Our share of the claim.

3. CARE OF YOUR VEHICLE

Your Vehicle must be covered by a valid Department of Transport Test (MOT) Certificate if You need one by law.

You must take all reasonable precautions to avoid loss of or damage to Your Vehicle. For example, You should remove it to a safe place as soon as possible if it breaks down. You should also take all reasonable care of the keys to Your Vehicle to prevent them being lost or stolen.

You must always take the keys out of the ignition and remove them completely from Your Vehicle and in it's vicinity when left at any time whatsoever (regardless of whether Your Vehicle is still within Your sight) and make sure that You do not leave belongings on display. You should close all the windows and sunroofs and lock all 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 Your Vehicle is left.

If You do not take reasonable care of Your Vehicle and meet any security requirements, this Policy 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 Your Vehicle from loss or damage
- keep Your Vehicle in an efficient and roadworthy condition. (You may be asked to provide details to show Your Vehicle was regularly maintained and kept in a good condition)
- not move or drive Your 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 Your Vehicle after an accident, Fire or Theft if to do so may cause additional damage
- allow Us to examine Your Vehicle at any reasonable time

4. YOUR DUTY

Your premium is based on the information You gave Us when Your cover started and when You renew it. If Your circumstances 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 contact Commercial Vehicle Direct for advice. You should keep a record of the information You give in relation to this Policy. If You did not or do not give full and accurate information, this Policy may be invalid and We may refuse to deal with any claim You might make.

Here are some examples of changes You should tell Commercial Vehicle Direct about:

- a change of Your Vehicle – including getting an extra vehicle
- a change in the way You use Your Vehicle
- a change of address
- a change of occupation, including part-time work
- convictions and prosecutions
- any accidents or claims regardless of fault
- a change in the main driver of Your Vehicle
- details of drivers You have not told Us about before

- if You or anyone who will drive Your Vehicle develop any serious medical conditions or are told by a doctor not to drive due to medical reasons
- all changes You make to Your Vehicle, if these make Your Vehicle different from the manufacturer's standard specification

This insurance will only apply if:

- the person claiming has kept to all the terms and conditions of this Policy; and
- all the information You have given and upon which the Policy is based is correct and complete.

Please note, should the vehicle covered under this Policy be sold and not replaced immediately, You must notify Commercial Vehicle Direct in writing, returning the Certificate of Insurance as Your Policy must be cancelled.

5. MOTOR INSURANCE DATABASE (MID)

It is a condition of this Policy that You advise Commercial Vehicle Direct immediately of any changes to:

- vehicle details
- garaging address
- drivers details

so that We can ensure that the Motor Insurance Database is kept up to date.

6. ACCIDENTS AND CLAIMS PROCEDURE / ADVICE

Our aim is to give You the best claims service that We can. If You use the services provided, We can provide a better service than when the claim is outside Our control.

Please refer to Your Schedule, Certificate or Policy Summary for the Claims Helpline number.

If any accident, injury, loss or damage occurs, You must:

- 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
- report any Theft to the police immediately and take a note of the officers name, number and crime reference. If Your Vehicle is located after its Theft, make sure that it is safe and secure
- inform the Claims Helpline by telephone, giving full details, as soon as it is reasonably possible. (Please refer to the rear cover of this Policy for the applicable telephone number)
- send every communication You receive in connection with the claim to Us unanswered as soon as possible
- notify Us as soon as You become aware of any pending prosecution, Coroner's Inquest or Fatal Accident Inquiry involving any person covered by this Policy
- not admit to, negotiate on, or promise to pay or refuse any claim unless You have written permission from Us
- not act in any way to prejudice Our interest
- provide Us with all reasonable assistance We may need

MAKING A CLAIM

In the event of a claim covered by this Policy You must still pay the premium. If payment is not made, We:

- may cancel this Policy in accordance with the General Conditions and seek payment of the outstanding balance of premium
- may refuse to pay any claim arising from an occurrence on or after the due date of the premium
- reserve the right to deduct any outstanding premium from the claim payment, if the claim is for loss of or damage to Your Vehicle, which is covered by this Policy

- may recover from You the outstanding balance of premium or seek reimbursement from You of any claim payment which has already been made

HANDLING THE CLAIM ON YOUR BEHALF

We can take over and conduct in Your name or in the name of any person covered by this Policy:

- the defence or settlement of any claim
- legal proceedings in Your name at Our expense and for Our benefit to recover any payments made under this Policy

You or the person whose name We use must co-operate with Us on any matter affecting this insurance.

7. SPECIAL PROVISIONS RIGHT OF RECOVERY

If the law of any country which this Policy 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 by Us.

If We have refunded any premium following cancellation, We can take any money You owe Us from any payment We make.

APPLICATION OF LIMITS OF INDEMNITY

(In the event of any accident involving Indemnity to more than one person) Any limitation by the terms of this Policy, or of any Endorsement thereon, the amount of any Indemnity shall apply to the aggregate amount of Indemnity to all persons Indemnified, and such Indemnity shall apply in priority to You.

Complaints Procedure

If Your complaint refers to Part B, C, D or E of this Policy please refer to the relevant section for assistance.

SERVICE STANDARDS

We aim to provide an excellent service and to enable Us to do so We welcome Your feedback. If You should have an enquiry or complaint regarding either Us or Commercial Vehicle Direct, then please refer to the following section for assistance.

IF YOUR COMPLAINT CONCERNS COMMERCIAL VEHICLE DIRECT'S SERVICE

Complaints should be directed in writing to the following, quoting Your Policy / Reference number:

CVD Insurance Services Ltd
MMT Centre
Severn Bridge, Aust
Bristol BS35 4BL
Tel: 0845 219 0510 Fax: 0845 219 0515
Email: info@cvd-insurance.co.uk

When You make a complaint, You will be given a contact name and told when You can expect to receive a reply. All complaints will be acknowledged within 5 business days. You may be asked to supply information in writing, to support Your complaint.

Commercial Vehicle Direct may be able to respond to a complaint immediately. Where this is not possible, a written response will be given within 20 business days. If it is not possible to advise You of the action to be taken within this timescale, they will explain the current position regarding Your complaint and tell You when You can expect to receive their final response. They will try to resolve Your complaint within 8 weeks. If this is not possible, they will write to You and tell You what options are available to You.

IF YOUR COMPLAINT CONCERNS THE SERVICE PROVIDED BY YOUR INSURER

If Your complaint is about the service provided by Us including complaints about the claims service or the amount offered in settlement of a claim You should write to Our address shown on Your Policy schedule.

If You are still not satisfied with the way Your complaint has been handled and Your insurer

is a Lloyd's syndicate You may refer Your complaint to the Lloyd's Complaints Department. The address is:

Lloyd's Complaints Department
One Lime Street
London EC3M 7HA
Tel: 020 7327 5693 Fax: 020 7327 5225
E-mail: complaints@lloyds.com

Having followed this procedure for Lloyd's insurers, or if Your insurer is not at Lloyd's Your complaint can be referred to the Financial Ombudsman Service (FOS) at the address below.

WHAT HAPPENS IF WE OR COMMERCIAL VEHICLE DIRECT CANNOT RESOLVE YOUR COMPLAINT

We and Commercial Vehicle Direct are covered by the Financial Ombudsman Service (FOS). If You remain dissatisfied with the response to Your complaint You may refer the matter to the FOS at the address shown below. To use this service You must be eligible and Your complaint must be sent to the FOS within 6 months of the final response letter. In general terms, You are eligible if You are a private individual (someone acting outside their trade, profession or business) or a commercial customer (including charities and trusts) with a group annual turnover of less than £1 million.

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London E14 9SR
Tel: 0845 080 1800 Fax: 0207 964 1001
Email: complaint.info@financial-ombudsman.org.uk

IF YOUR COMPLAINT CONCERNS THE SERVICE PROVIDED BY OTHERS

If Commercial Vehicle Direct receive a complaint which does not relate to any regulated insurance activity that We or Commercial Vehicle Direct have provided, Commercial Vehicle Direct will advise You in writing within 5 business days and, where possible, provide You with details to whom the complaint should be redirected.

Important: This complaints notification procedure does not affect Your rights to take legal action.

PART B - Legal Expenses

Arranged by Angel Assistance Ltd

DEFINITIONS

Each of the words or phrases listed below will have the same meaning wherever they appear in **bold** in this insurance:-

Another Party

The driver(s), owner(s) or any other person(s) responsible for a vehicle insured against third party risks (other than the driver of the **Insured Vehicle**), or any other party(ies) so insured.

Another Party's Costs

Legal Costs which an **Insured Person** is ordered by a Court to pay to **Another Party** or which are agreed by **Us** in a negotiated settlement.

Approved Charges

Any liabilities incurred by an **Insured Person** under schemes **We** have approved for the provision of services reasonably required as a consequence of a **Qualifying Accident** and where **We** have consented in advance to such services being provided.

Approved Lawyer

A Solicitor, Counsel, or Claims Handler whom **We** approve, appointed under the terms and conditions of this **Policy** to pursue the **Claim**.

Approved Service Provider

HAS Accident management Solutions Ltd trading as Helphire

Claim

An **Insured Person's** claim for compensation resulting from a **Qualifying Accident**.

Insured Person

You and any other person authorised by **You** to drive or to be a passenger in or on the **Insured Vehicle**.

Insured Vehicle

Any commercial motor vehicle **You** own or for which **You** are legally responsible.

Legal Costs

Legal costs and disbursements of civil proceedings limited to amounts which are or would be allowed on a detailed assessment where costs are payable by one party to another under the Civil Procedure Rules or any other rules which replace them from time to time.

Limit of Indemnity

In respect of each **Qualifying Accident** the sum of £100,000.

Participating Agent

The insurance intermediary, firm or company who are authorised to sell this **Policy** to **You** on behalf of **Us** and the **Underwriters**.

Period of Insurance

The period of cover not exceeding 12 months shown in the schedule of cover.

Policy

This section of legal expenses insurance.

Prospects of Success

The likelihood that a **Claim** will result (whether by court order or negotiation) in an **Insured Person** receiving an award of compensation which (after taking into account the likely contributions to be made to **Your Costs** by **Another Party**) is more than the cost of pursuing it. Reasonable prospects considered as a 51% or better chance of success.

Qualifying Accident

An accident occurring within the **Territorial Limit** during the **Period of Insurance** which causes loss or damage to an **Insured Vehicle**, or its contents, or death or injury to an **Insured Person**, which **We** reasonably believe could be shown to have been caused to a greater extent by the fault of **Another Party** than by the fault of the **Insured Person**, except for a claim for **Approved Charges** in which case **We** must reasonably believe it could be shown to have been caused solely by **Another Party**.

Territorial Limit

Any member state of the European Union (excluding Bulgaria, Lichtenstein, Lithuania, Poland and Romania), Switzerland or Norway except where the claim is for **Approved Charges**, in which case it is the United Kingdom of Great Britain and Northern Ireland (excluding the Channel Islands or the Isle of Man).

Relevant Occurrence

A potential **Qualifying Accident**.

We, Us, Our

Angel Assistance Limited of Redmond House, Fern Court, Bracken Hill Business Park, Peterlee, Co Durham acting on behalf of the **Underwriters**.

You, Your

The person named as the Policyholder in the schedule of cover.

Your Costs

Legal Costs of pursuing the **Claim** (before or after the issue of proceedings), reasonably incurred with the **Approved Lawyer** and with prior written consent.

Underwriters

IGI Insurance Company Limited.

WHAT IS INSURED

(subject to the terms and exclusions of this Policy)

We agree to indemnify an **Insured Person** for:

I. Approved Charges when they are required to pay them if not by then recovered from **Another Party**;

II. Your Costs which, after using reasonable endeavours, are not recovered from **Another Party**; and

III. Another Party's Costs subject in each case to the **terms and conditions** of this **Policy** and the **Limit of Indemnity**.

WHAT IS NOT INSURED

1. A claim where any of the following apply:

a) at the time of the **Qualifying Accident** the **Insured Vehicle** was being driven in circumstances constituting a criminal offence (whether or not Prosecution ensued) and **We** consider that the Claim has been prejudiced as a result; or

b) one **Insured Person** wishes to claim against another; or

c) the **Insured Person's** motor insurer repudiates the motor policy covering the **Insured Vehicle** or refuses indemnity; or

d) the **Insured Person** in **Our** reasonable opinion prejudices any **Claim**; or

e) the **Insured Person** unreasonably fails to accept the advice of the **Approved Lawyer**.

2. Any liabilities incurred by an **Insured Person** arising from a **Claim** or counterclaim against them whether or not resulting from a **Qualifying Accident** (this is either the responsibility of the **Insured Person** or their motor insurer).

3. Any liabilities that can be recovered under any other Insurance.

4. Fixed penalties, fines and punitive damages awarded against an **Insured Person**.

HOW TO MAKE A CLAIM

If **You** take out a **Policy** and then have a **Claim** pursuant to the terms and conditions of the **Policy** You should telephone **0845 219 0512**.

GENERAL CONDITIONS

For the purpose of these conditions any reference to You Or Your shall be deemed to include any **Insured Person**.

1. YOU MUST;

a) observe all terms and conditions of this **Policy** as a condition precedent to You being entitled to any indemnity;

b) notify **Us** within 90 days of the **Relevant Occurrence** and promptly provide **Us** (in writing if requested) with full details and take reasonable steps to minimise the amount claimed under this **Policy**;

c) notify **Us** immediately in writing if

(i) **Your** address changes, or

(ii) **You** become aware that as a result of the **Qualifying Accident** civil or criminal legal proceedings may be issued against **You**;

d) send **Us** or the **Approved Lawyer** all letters, notices and communications **You** receive regarding the **Claim**; comply fully with the **terms and conditions** of the agreement with any **Approved Service Provider** and co-operate with them, **Us** and the **Approved Lawyer**;

e) **Us** promptly all information **We** request concerning the **Claim** and instruct the **Approved Lawyer** to do the same;

f) have **Your Costs** or **Another Party's Costs** taxed, assessed or audited, if required to do so;

g) tell **Us** or the **Approved Lawyer** at once of all offers **You** receive to settle all or part of the **Claim** and not accept any offer without **Our** written consent;

h) attend Court if requested to do so;

i) always act in good faith with **Us**, any **Approved Lawyer** and any **Approved Service Provider**;

j) pursue diligently both the **Claim** and a **claim** for **Your Costs**;

k) do and instruct the **Approved Lawyer** to do anything else **We** may reasonably require;

l) pay **Us** any monies **You** receive in respect of sums which **We** have paid under the terms of the **Policy** and, but only in the event that the **Approved Lawyers** do not refund it to **Us**, any monies paid on account of **Your Costs** in excess of **Your Costs** paid by **Another Party**, from any other sums **You** receive.

m) do and instruct the **Approved Lawyer** to do anything else **We** may reasonably require;

n) pay **Us** any monies **You** receive in respect of sums which **We** have paid out under the terms of this **Policy** and, but only in the event that the **Approved Lawyers** do not refund it to **Us**, any monies paid on account of **Your Costs** in excess of **Your Costs** paid by **Another Party**, from any other sums **You** receive.

2. WE MAY

a) even before;

(i) full and final settlement of a **Claim**, or

(ii) any payment is made hereunder, or

(iii) after payment of a sum pursuant to Clause 2c

exercise all rights and causes of action accruing to **You** and take over and conduct in **Your** name, the prosecution, pursuit or settlement of any **Claim** and/or the defence of any **Claim** made against **You** arising out of a **Qualifying Accident**;

b) refuse any further indemnity if **You** do not accept what is a reasonable offer to settle a **Claim**;

c) pay **You** all or part of the amount of a **Claim** and if so, **We** may choose whether or not to pursue recovery of that sum;

d) cancel this insurance by giving **You** 21 days written notice and refund an appropriate proportion of the premium, this will not affect any **Claims** being handled by the **Approved Lawyer** before cancellation;

e) settle a **Claim** on such terms as **We** consider fit, even if this means that **You** are unable to pursue losses arising from the **Qualifying Accident** if;

(i) **You** fail to give instructions to **Us** or the **Approved Lawyer**, despite three written requests; or

(ii) **You** default in one of the situations set out in Condition 3 below;

f) at **Our** discretion, enter into arrangements with an **Approved Lawyer** under which they may render and **We** will pay interim bills in respect of **Your Costs**.

3. REFUSING INDEMNITY

If:

a) **You** do not comply with the conditions of the **Policy**, or

b) **We** consider that **You** have misled **Us**, the **Approved Lawyer** or any **Approved Service Provider**, or

c) **We** reasonably consider that **You** have failed to disclose any material facts, or

d) **You** become bankrupt or are unable to give instructions for any other reason

We shall be entitled to refuse indemnity under this **Policy** or in the case where a default under a), b) or c) above relates only to a single **Qualifying Accident**, to refuse indemnity for that **Qualifying Accident**. **We** shall write to **You**, giving the reasons. **You** shall immediately pay **Us** for any liabilities **We** have incurred or which **We** consider **We** will incur; **We** shall be released, as between **You** and **Us**, from any obligation to make any; or any further payment on **Your** behalf.

4. INSUFFICIENT PROSPECTS OF SUCCESS

If at any time **We** consider a **Claim** has insufficient Prospects of Success or **Your** interests can be better served by other means, **We** shall write to **You** explaining **Our** decision and **We** will not be required to make any further payment in respect of **Legal Costs**. If there is no barrister's opinion which supports **Our** view, then within 7 days of receiving **Our** letter, **You** may write asking **Us** to obtain one at **Your** expense. If that opinion does not support **Our** view, **We** will continue the indemnity for **Legal Costs** and pay the cost of the opinion.

5. ADDITIONAL CONDITIONS APPLICABLE TO CLAIMS FOR LEGAL COSTS REPRESENTATION

(a) **We** have the right to make investigations into the case.

(b) **We** also have the right to negotiate and settle the **Claim**, in the **Insured Person's** name, before an **Approved Lawyer** is instructed.

(c) Where appropriate **We** will pass the **Claim** to an **Approved Lawyer** to be dealt with. They will be instructed in the name of the **Insured Person** and may negotiate and settle the **Claim** on their behalf.

(d) Where legal proceedings are necessary or where it is otherwise required, the **Approved Lawyer** will be a solicitor chosen by **Us**. If **You** wish to appoint **Your** own solicitor, **We** will only accept that appointment if the request is made in writing to **Us** and **We** are satisfied that the solicitor is able to deal with the case. They must sign **Our** Non-panel Solicitor Terms and Conditions and have a duty to minimise the costs of any **Claim** and/or legal proceedings. Once **Your** chosen solicitor has been approved by **Us**, they will become the **Approved Lawyer** subject to the terms and conditions of this **Policy**. Indemnity under this **Policy** to **Your Approved Lawyer** will only commence when the need arises for proceedings to be issued and then only with **Our** acceptance. **You** must not change the **Approved Lawyer** without **Our** prior written consent. This condition is subject to any rights of the **Insured** under regulation 6 of the Insurance Companies (Legal Expenses Insurance) Regulations 1990, where applicable.

(e) There will only be a transfer of representation to another **Approved Lawyer** if there is a good reason to do so.

We will notify **You** promptly if at any time **We** consider **Our** interests conflict with **Yours** and **You** will then be able to nominate a solicitor, in accordance with this paragraph.

Any dispute arising from the **Insured Person's** choice may be referred to arbitration as set out in Clause 6.

6. ARBITRATION

If there is a dispute between **You** and **Us** relating to this **Policy**, either side may refer it to the arbitration of a single arbitrator who will be either a solicitor or a barrister, to be agreed

between **Us**; failing agreement, the Law Society shall name an arbitrator whose decision shall be final and binding on both sides. The arbitration will be governed by the rules, as set out in the Arbitration Act, then in force.

7. MAKING A COMPLAINT

If **You** wish to make a complaint, please contact **Us** on 0800 232 1359 or write to the Quality Compliance Executive, Angel Assistance Limited, Redmond House, Fern Court, Bracken Hill Business Park, Peterlee, Co Durham, SR8 2RR.

If the matter is not resolved to **Your** satisfaction, please write to the Managing Director, IGI Insurance Company Limited, Market Square House, St James's Street, Nottingham, NG1 6FG.

The **Underwriters** will contact **You** within five days of receiving **Your** complaint to inform **You** of what action they are taking. The **Underwriters** will try to resolve the problem and give **You** an answer within four weeks. If it will take the **Underwriters** longer than four weeks the **Underwriters** will tell **You** when **You** can expect an answer.

If the **Underwriters** have not given **You** an answer in eight weeks they will tell **You** how **You** can take **Your** complaint to the Financial Ombudsman Service for review. This complaints procedure does not affect any legal right **You** have to take action against **Us**.

If **You** are still not satisfied **You** can contact the Financial Ombudsman Service at:

Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR. Telephone 0845 080 1800 or 0300 123 9 123

Or email

complaint.info@financial-ombudsman.org.uk

8. WHOLE AGREEMENT

This **Policy** is provided by: IGI Insurance Company Limited, Market Square House, St James's Street, Nottingham, NG1 6FG. Registered No. 1229676. FSA Registered No. 202189. Tel 0115 941 1022. Authorised and regulated by the Financial Services Authority.

You can check the above details on the Financial Services Authority Register by visiting the FSA website: www.fsa.gov.uk or by contacting the FSA on 0845 606 1234.

PART C - Breakdown Protection including Homestart

Europ Assistance Holdings Ltd

(Please note: Part C is only applicable for Third Party Fire & Theft or Third Party Only policies if the applicable additional premium has been paid to CVD.)

Europ Assistance Holdings Limited will provide the services and benefits described in this Policy:

- during the Period of Insurance
- for the Insured Vehicle
- within the Geographical Limits
- following payment of the premium
- on the basis of the details You have supplied and subject to the following terms, conditions and exclusions, together with any applicable endorsements, all of which We recommend You read carefully, to ensure this policy meets Your individual requirements.

This policy is underwritten by Europ Assistance Holding Irish Branch, 79 Merrion Square, Dublin 2, Ireland.

This insurance is effected in England and is subject to the Laws of England and Wales.

To ensure We are consistent in providing Our customers with quality service, We may record Your telephone call.

Europ Assistance Holdings Limited is authorised and regulated by the Financial Services Authority.

IMPORTANT VEHICLE HEALTH CHECK

The insurance operates on the basis that You will have had Your vehicle properly serviced and maintained in accordance with the manufacturer's specifications, especially when preparing it for a journey.

Will a routine service fall due before the end of Your intended journey? Or,

Are there any parts on Your vehicle that You are aware may need replacing before the end of Your journey?

If so, You should have Your vehicle regularly serviced to allow sufficient time to carry out any repairs necessary.

Keep proof of regular servicing in Your vehicle, with Your handbook or travel documents.

If You call Us for assistance, and Our mechanic reports to Us that it is evident You have not maintained Your vehicle in a state fit to complete Your intended journey, You will have to pay all the costs arising from Our intervention.

MEANING OF WORDS

Wherever the following words and phrases appear in this Policy they will always have these meanings:

ELIGIBLE VEHICLES: Vehicles owned by or the responsibility of the Policyholder or his / her immediate family:-

- being light vans; towed caravans or trailers of proprietary make;
- not used by You for Hire or Reward;
- registered in the Geographical Limits;
- in good roadworthy condition; maintained and operated in accordance with the manufacturer's recommendations and holds a current valid MOT certificate if applicable;
- each not exceeding (including any load carried) the following gross vehicle weight and dimensions: 3500 kg, length 7m, height 3m, width 2.25m;
- carrying not more than the number of persons recommended by the manufacturer and for whom seats are available, with a maximum of 8 persons, including the driver.

GEOGRAPHICAL LIMITS: comprising Great Britain, Northern Ireland, the Isle of Man and the Channel Islands. Excluding Territorial and International waters.

HIRE OR REWARD: Any public or private hire which includes any payment in cash or kind by (or on behalf of) passengers which gives them a right to be carried, excluding vehicle sharing schemes.

INSURED INCIDENT: Mechanical breakdown, accidental damage, vandalism, fire, theft or attempted theft, flat battery, or accidental damage to tyres, occurring during the Period of Insurance within the Geographical Limits.

In the case of key breakage, keys locked within Your Insured Vehicle, lack of fuel, the use of incorrect fuel, flat tyre, or puncture, We would pay for the roadside assistance and local recovery if appropriate. However, You

will be responsible for paying any incremental costs such as lock replacement, new keys, drainage of tank, disposal of wrong fuel, any replacement fuel, and any replacement or repair of tyres.

Please note: If We are called six times in any one 12 month Period of Insurance, any subsequent incident(s) shall not be insured.

INSURED PERSON(S): The Policyholder whilst an occupant of the Insured Vehicle, and/or any other authorised occupant of the Insured Vehicle (other than a hitch hiker).

INSURED VEHICLE: The Eligible Vehicle, details of which have been supplied to Us, normally kept at the Policyholder's address shown on the confirmation letter.

PERIOD OF INSURANCE: The 12 month period starting from the commencement date shown on the confirmation letter, which shall be at least 48 hours following the date the Policyholder applies for cover.

POLICYHOLDER or YOU/YOUR: The applicant who has applied for cover, and whose details have been supplied to Us.

WE, OUR or US: Europ Assistance Holdings Limited, Sussex House, Perrymount Road, Haywards Heath, West Sussex RH16 1DN.

REQUESTING ASSISTANCE

IN THE EVENT OF AN INSURED INCIDENT, FIRST CHECK THE CIRCUMSTANCES ARE COVERED BY THIS POLICY.

HAVING DONE THIS TELEPHONE EUROP ASSISTANCE STATING YOUR NAME AND POLICY DETAILS.

Remember, to comply with the policy terms and conditions You must contact Us before incurring any expenses in order to obtain Our prior authorisation.

TELEPHONE EUROP ASSISTANCE

CALL: 0844 338 6261

SECTION 1 - DOORSTEP & ROADSIDE ASSISTANCE

If the Insured Vehicle is immobilised or rendered unroadworthy as the result of an Insured Incident, We will arrange and pay for:

1.1 callout and up to one hour's labour for assistance at Your home or at the roadside;

AND, if necessary

1.2 the transportation of the Insured Person(s) and the Insured Vehicle to the nearest repairer or Your home address.

The choice of repairer shall be at Our discretion. You will be responsible for paying any costs which are not covered, directly to the repairer, the toll authority or the sea transit Carrier as appropriate.

What is not covered:

a) roadside labour charges in excess of one hour.

b) any labour charges incurred at the repairer's premises.

c) the cost of replacement parts or other materials used in the repair.

d) toll and sea transit charges for the Insured Vehicle.

e) any winching costs or the use of specialist off-highway-recovery equipment.

f) more than six call-outs during each Period of Insurance.

g) anything mentioned in the general exclusions.

SECTION 2 - MESSAGE RELAY

If We have been contacted in connection with an Insured Incident, We will relay up to two telephone messages to Your family members, friends or business associates to advise of unforeseen travel delays.

SECTION 3 - VEHICLE RECOVERY / ONWARD TRANSPORTATION

In the event of loss of use of the Insured Vehicle caused by an Insured Incident, and it is apparent repairs cannot be effected by the end of the working day in which the Insured Incident occurred, then provided Our services were requested at the time of the Insured Incident:

EITHER

3.1 We will arrange and pay up to a maximum of £300 for the transportation of the Insured Person(s), and if appropriate, the Insured Vehicle:

i) to the Policyholder's home address. OR

ii) to the original destination within the Geographical Limits. OR

iii) to a repairer either in the vicinity of the above locations or to a repairer of Your choice.

The means of transport shall be at Our discretion.

OR

3.2 If the Insured Vehicle is not transported within the terms of Section 3.1, and repairs are effected locally, if necessary We will arrange and pay up to £300 in total for the cost of providing necessary bed and breakfast overnight accommodation for the Insured Person(s) in a local hotel whilst awaiting repairs and transportation to the bed and breakfast, when the Insured Incident has occurred at a late hour more than 25 miles from the Policyholder's home address shown on the confirmation letter.

What is not covered:

- a) any costs which would have been incurred in the course of a journey, if the incident giving rise to a claim had not occurred.
- b) toll and sea transit charges for the Insured Vehicle.
- c) long-distance transport of the Insured Vehicle to the premises where the Insured Vehicle was purchased or previously repaired, solely to claim under a Warranty scheme, when a suitable alternative repairer is nearer to hand.

d) fines, parking charges and any congestion charges arising from use of a replacement vehicle.

e) anything mentioned in the general exclusions.

UK ANNUAL MOTORING ASSISTANCE

On motorways use the nearest Emergency telephone and provide the Police with Our Vehicle Assistance emergency number and Your Policy details. The Police may arrange for Your recovery from the motorway. In this case contact Us when You reach an ordinary phone or use a mobile. If the local Police call for a recovery vehicle to tow You from the motorway, and You are asked to pay on the spot for this service, You should send Us the original receipt.

Remember, to comply with the policy terms and conditions You must contact Us before incurring substantial expenses in order to obtain Our prior authorisation.

Call 0844 338 6261

SECTION 4 - GENERAL EXCLUSIONS

What is not covered:

- 4.1** Vehicles which have not been maintained and operated in accordance with the manufacturer's recommendations; a previous inadequate repair; unsuccessful d.i.y. dismantling and/or reassembly; and kit cars.
- 4.2** Any recurring claim due to the same cause within the last 28 days, where a permanent repair has not been undertaken to correct the fault.
- 4.3** Assistance following a breakdown or accident attended by the police or other emergency services until they have authorised the vehicles removal.
- 4.4** Vehicles being used for Hire or Reward; or for motor racing, rallies, speed or duration tests or practising for such events.
- 4.5** The provision of service to vehicles temporarily immobilised by floods, snow-affected roads, sand or mud, situated in areas to which Our agents have no right of access, or on Motor Traders' premises.
- 4.6** Vehicles not in a roadworthy condition at the time cover is effected.

4.7 Any deliberately careless or deliberately negligent act or omission by You.

4.8 Claims arising from loss of or damage to contents of the Insured Vehicle.

4.9 Notwithstanding any provision to the contrary within this insurance, or any endorsement thereto, it is agreed that this insurance excludes any loss or expense of whatsoever nature directly or indirectly caused by, resulting from, or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss: War, hostilities or warlike operations (whether war be declared or not); invasion; act of an enemy foreign to the nationality of the Insured Person or the country in, or over, which the act occurs; civil war; riot; rebellion; insurrection; revolution; overthrow of the legally constituted government; civil commotion assuming the proportions of, or amounting to, an uprising; military or usurped power; explosions of war weapons; release of weapons of mass destruction that do not involve an explosive sequence; murder or assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to the nationality of the Insured Person whether war be declared with that state or not; terrorist activity. For the purpose of this exclusion terrorist activity means an act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorist activity can include, but not be limited to, the use of force or violence and/or the threat thereof. Furthermore, the perpetrators of terrorist activity can either be acting alone, or on behalf of, or in connection with any organisation(s) or government(s). Also excluded hereon is any loss or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, or suppressing any, or all, of the above incident's. In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

4.10 Loss or destruction or damage, or any loss or expense whatsoever resulting from:

- ionising radiations or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel.
- the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

4.11 Any expense which at the time of the incurring of such expense is insured by or would but for the existence of this Policy be insured by any other existing policy or policies or under any motoring organisation's service or other service.

4.12 Immobilisation of, or damage to, the Insured Vehicle or any component, or travel delay or any subsequent loss, directly or indirectly caused by the actual or potential inability of any computer, data processing equipment or media, microchip, integrated circuit or similar device or any computer software or stored programme to correctly recognise any date as its true calendar date or to continue to function correctly in respect of or beyond that date.

4.13 The cost of telephone calls when contacting Us. Whenever possible We will call You back as soon as possible.

4.14 Any direct or indirect loss of any kind arising from the provision of, or delay in providing, the services to which this Policy relates, unless negligence on Our part can be demonstrated. An example of this would be the loss of wages as a result of an Insured Incident

4.15 Any tolls, fines, parking charges or congestion charges arising under this Policy.

4.16 Any winching costs or specialist off-highway-recovery equipment. Any vehicle or equipment used other than a standard recovery vehicle which is required to move a vehicle which has left the highway or is overturned or without wheels, would be considered as specialist. Once the vehicle has been recovered to a suitable location, normal service will be provided.

4.17 The cost of draining or removing contaminated fuel or other fluids. We will arrange local recovery, but it will be Your responsibility to pay for any work carried out.

4.18 Any costs incurred as a result of not carrying a serviceable spare tyre and wheel for Your vehicle or trailer, except for those Eligible Vehicles that have not been designed and built by the manufacturer to support the carriage of a serviceable spare tyre. This applies equally to full size and/or space saver, alternatives.

4.19 Any costs for locksmiths, glass replacement or tyre specialists are Your responsibility.

SECTION 5 - GENERAL CONDITIONS

5.1 You must take all ordinary and reasonable precautions to prevent or minimise any loss, damage or breakdown covered under this Policy. You must take all steps necessary to expedite the completion of repairs, and You shall not abandon the Insured Vehicle or any of its parts to Us without Our authorisation.

5.2 We will not accept liability for expenses incurred without Our prior knowledge or consent and the Emergency Centre must be contacted when an incident arises that may be the subject of a claim.

5.3 We cannot accept responsibility for the transportation of pet animals or livestock carried within the Insured Vehicle at the time of an Insured Incident. Any extra costs involved in the transportation of pets or alternative transportation requirements in the event of a breakdown, would not be covered by this policy.

5.4 You must comply in full with all the terms and conditions of this Policy before a claim will be paid. You must make no admission, offer, promise or payment without Our prior consent. In order to benefit from the cover, an Insured Person or member other than the Policyholder must agree to abide by all the relevant terms, conditions and exclusions of this Policy.

5.5 We may at Our own expense take proceedings in Your name to recover

compensation or secure an indemnity from any third party in respect of any expenses paid under this Policy and any amount so recovered or secured shall belong to Us.

5.6 If any dispute arises as to Policy interpretation, or as to any rights or obligations under the Policy, We offer You the option of resolving this by using the Arbitration procedure We have arranged. Please see the details shown in the Complaints Procedure. Using this Service will not affect Your legal rights.

5.7 If any fraudulent claim is made or if any fraudulent means or devices are used to obtain any benefit under the insurance, this Policy shall become void and the premium paid shall be forfeited. Any benefits so claimed and received must be repaid to Us.

5.8 You will be required to reimburse to Us, within seven days of Our request to You, any costs or expenses We have paid out on Your behalf which are not covered under the terms of the insurance.

5.9 At the time of a claim, at Our request You must provide evidence of proper servicing of Your vehicle.

5.10 A garage or specialist undertaking repair work on Your instructions and which is not specifically covered under this insurance will be acting as Your agent for such repair work.

5.11 This contract of insurance is effected in England and unless otherwise agreed between the Policyholder and Us is subject to the Laws of England and Wales, the Courts of which countries alone shall have jurisdiction in any disputes.

5.12 Service will be provided only to the Insured Vehicle, details of which have been supplied Us.

5.13 If You have a road traffic accident, you must supply your motor vehicle insurance details to Us when We ask for this information. The incident must be reported to the insurer.

SECTION 6 - COMPLAINTS PROCEDURE

We aim to provide a first class service at all times. However, if You have any complaint regarding the standard of service You have received under Your Policy, the following procedure is available to You to resolve the situation:

6.1 In the first instance please contact the Quality Department of Europ Assistance Holdings Limited at Sussex House, Perrymount Road, Haywards Heath, West Sussex, RH16 1DN. Alternatively You can telephone Us on 0844 338 5799 or e-mail Us on: quality@europ-assistance.co.uk

If We cannot give You a final decision by four weeks from the day We receive Your complaint We will explain why and tell You when We hope to reach a decision.

6.2 Our decision is final and based on the evidence presented. If You feel that there is any new evidence or information that may change Our decision You have the right to make an appeal.

6.3 In any event, should You remain dissatisfied or fail to receive a final answer within eight weeks* of Us receiving Your complaint, You have the right, in addition to Your contractual rights under the insurance, to refer the matter to the Financial Ombudsman Service at :

South Quay Plaza,
183 Marsh Wall,
London E14 9SR.
Telephone : 0845 080 1800

* N.B. The time scales given above are dependent on You responding immediately to any correspondence We send You.

SECTION 7 - CANCELLATION PROVISIONS

Right to return the insurance document: You have the right to cancel any policy of insurance within 14 days of the date of issue or receipt of the terms and conditions, whichever is the later. We will refund to You any premium You have paid.

Cancellation by the Policyholder: If You subsequently give notice in writing or by telephone to Us to cancel this policy, such cancellation shall take effect on the date the notice is received or on the date specified in the notice, whichever is the later. No return of premium will be made.

Cancellation by Us: We may give 14 days notice of cancellation of this policy by recorded delivery letter to You at Your last known address.

Premium position upon cancellation by Us: If premium has been paid for any period beyond the date of cancellation of this insurance, the relevant pro-rata portion of this premium will be refunded to You. If however, an incident has arisen during the Period of Insurance which has or will give rise to a claim, then no refund will be made.

Effective time of cancellation: This policy shall cease at 00.01 hours Greenwich Mean Time on the day following the last day of the Period of Insurance for which premium has been paid.

DATA PROTECTION ACT 1998 NOTICE

We collect and maintain personal information in order to underwrite and administer the policies of insurance that We issue. All personal information is treated with the utmost confidentiality and with appropriate levels of security. We will not keep Your information longer than is necessary.

Your information will be protected from accidental or unauthorised disclosure. We will only reveal Your information if it is allowed by law, authorised by You, to prevent fraud or in order that We can liaise with Our agents in the administration of this policy.

Under the terms of the Act You have the right to ask for a copy of any information We hold on You upon payment of an administrative fee and to require a correction of any incorrect information held. Any inaccurate or misleading data will be corrected as soon as possible.

The above principles apply whether We hold Your information on paper or in electronic form.

Enquiries in relation to data held by Us should be directed to the Customer Contact Centre Manager, Europ Assistance Holdings Limited, Sussex House, Perrymount Road, Haywards Heath, West Sussex RH16 1DN.

STANDARD OF WORKMANSHIP

Europ Assistance will monitor the progress of Your assistance but cannot be responsible for the repair work provided by a garage, dealer or tradesman.

PART D - Keeping You on the Move

Arranged by Southern Rock Insurance Company Ltd

HOW WE CAN HELP

Once You have given Us details of Your claim and We have accepted it, We will pay You back Your travel expenses, defend You against prosecution or get You to Your destination depending on why You are making Your claim under this section.

To make Your claim under this section, please telephone Us on 0845 873 7832 straightaway.

We will tell You what to do next. The telephone line is available 24 hours a day.

To help Us check and improve Our service standards We record all calls. By using this service You are agreeing to Us recording Your call.

THE MEANING OF WORDS IN THIS POLICY

Whenever the following words or phrases appear, they will have the meanings as described below:

We, Us, Our

New Law Solicitors underwritten by Southern Rock Insurance Company Ltd

You, Your

The person who has taken out this Policy.

Insured Person

You, and any passenger or driver who is in or on the Insured Vehicle with Your permission at the time of the insured incident. Anyone claiming under Part D of this Policy must have Your agreement to claim.

Appointed Lawyer

The lawyer, or other suitably qualified person, who has been appointed to act for an Insured Person under Condition 2 Part D Section 1.

Travel Expenses

The cost of Your alternative transport supported by original official receipts.

Period of Cover

The period shown in Your schedule and for which You have paid the premium.

COVER

Your Policy only covers You if You have paid Your premium. We agree to provide the insurance in this section keeping to the terms,

conditions and exclusions as long as:

- The insured incident happens during the Period of Cover and within the territorial limit; and
- Any legal proceedings will be dealt with by a court within the territorial limit.

INSURED INCIDENTS

1. MOTORING PROSECUTION DEFENCE

We will pay Your legal costs up to £250 to defend Your legal rights if You are prosecuted for an offence committed, or allegedly committed, during the Period of Cover in connection with using or driving any vehicle; but You must send a copy of Your summons to Us within 7 days of receiving it.

WHAT YOU ARE NOT COVERED FOR

Parking or obstruction charges.

CONDITIONS

- (a) We can negotiate any claim on Your behalf
- (b) If We agree to defend legal proceedings, You can choose an Appointed Lawyer by sending Us the lawyer's name and address. We may choose not to accept Your choice of lawyer, but only in exceptional circumstances. If You do not choose a lawyer, We will appoint one for You
- (c) An Appointed Lawyer will be appointed by Us and will represent You according to Our standard terms of appointment. The Appointed Lawyer must co-operate fully with Us at all times
- (d) We will have direct contact with the Appointed Lawyer
- (e) You must co-operate fully with Us and the Appointed Lawyer and must keep Us up to date with the progress of the claim.
- (f) You must give the Appointed Lawyer any instructions that We ask for
- (g) You must tell the Appointed Lawyer to have legal costs taxed and audited if We ask You to
- (h) You must take every step to recover legal costs that We have to pay and must pay Us any legal costs that are recovered

(i) If an Appointed Lawyer refuses to continue acting for You with good reason, or if You dismiss an Appointed Lawyer without good reason, the cover We provide will end at once unless We agree to appoint another Appointed Lawyer

(j) If You do not give suitable instructions to an Appointed Lawyer, Our cover will end at once

2. LOSS OF LICENCE BENEFIT

If You are disqualified from driving following a claim under “motoring prosecution defence”, because:

(a) You are convicted of a speeding offence under Section 89 of the Road Traffic Offenders’ Act 1988; or

(b) You have 12 or more penalty points under the Road Traffic Offenders’ Act 1988;

then We will pay You up to £100 per week, while You are disqualified, for up to 52 weeks to cover travel expenses You have paid.

WHAT YOU ARE NOT COVERED FOR

(a) Any claim that arises from:

- unlawful use of drink or drugs;
- conviction for dangerous, reckless or careless driving

(b) An offence that results in disqualification from driving for more than 365 days

3. GET YOU TO YOUR DESTINATION

Following an accident, theft, attempted theft, fire, or vandalism that leaves Your vehicle undriveable, We will arrange and reimburse You for:

(a) the cost of transporting You, Your vehicle and any passengers to a destination within the territorial limit provided that the Person(s) are transported to the same destination; or

(b) the cost of transporting the Insured Person(s) to a hotel. You will have to pay for the cost of this, and the hotel costs; but We will reimburse You up to £50 per person per night for accommodation. The most We will pay for transport to the hotel and the cost of hotel accommodation is £500 for any one incident. You must pay the hotel bill, but We will pay You back on receipt of the relevant bill(s) subject to the £500 limit for any one incident;

but You must also have claimed under Your motor policy.

CONDITIONS

(a) We will decide the best way of providing help

(b) We will only reimburse Your costs where We have arranged assistance for You

(c) You must send Us Your claims for reimbursement of costs supported by original official receipts

WHAT IS NOT COVERED UNDER THIS SECTION

(a) Any claim reported to Us more than 90 days after You should have known about the insured incident

(b) Any costs that are incurred before We accept Your claim

(c) Any claim where You are accused of dishonesty

(d) Fines, penalties or other damages that You are ordered to pay by a court

(e) Any legal action You take that the Appointed Lawyer or We have not agreed to or where You do something to hinder the Appointed Lawyer or Us

(f) Any claim following an insured incident which happens during the first 48 hours from the start of Your Period of Cover if You take out this Policy at a different time from any other related agreement

CONDITIONS

1. You must:

(a) keep to the terms and conditions of this section

(b) try to prevent anything happening that may cause a claim

(c) take reasonable steps to keep any amount We have to pay as low as possible

(d) send everything We ask for in writing

(e) give Us full details of Your claim as soon as possible and give Us any information We need

(contd)

2. If We disagree with You about the choice of Appointed Lawyer, or about the handling of a claim We can choose another lawyer to decide the matter. You and We must agree to the choice of this person in writing. All costs of resolving the disagreement must be paid by the party whose argument is rejected.

PROBLEMS

We will always try to give You a quality service. If You think We have let You down, please write to: -

Chief Executive Officer
Southern Rock Insurance Company Ltd
Suite 2E
Eurolife Building
1 Coral Road
Gibraltar

If You are still not happy, You can contact the Financial Ombudsman Service at

South Quay Plaza,
183 Marsh Wall,
London E14 9SR.

If You use these services, it does not affect Your right to take legal action.

PART E - Drivers Injury Insurance

Provided by Stonebridge International Insurance Ltd

Full details can be found on the FSA's Register by visiting <http://www.fsa.gov.uk/register> or by contacting the FSA on 0845 606 1234. Stonebridge International Insurance Ltd are members of the Association of British Insurers (ABI).

IMPORTANT PHONE NUMBERS

Customer services queries will be handled, in the first instance, by Commercial Vehicle Direct.

You should also contact Commercial Vehicle Direct in the event of a claim under Part E of the policy who will notify us.

THE MEANING OF WORDS IN THIS PART E OF THE POLICY

Whenever the following words or phrases in bold appear, they will have the meanings as described below:

accident means an event which is sudden, unexpected and external, occurs during the **effective time**, results in bodily injury and independently of illness or any other cause results in disability or **death**

accidental death means the **death** of an **insured person** directly from an **accident** covered by the **policy** which occurs within 12 calendar months of the **accident**

beneficiary means the person entitled to receive the cash benefit should the **insured person** suffer **permanent disability** or **accidental death**

doctor means a person who is licensed and qualified to diagnose and treat the injury diagnosed and who is not a member of the family of the **insured person**, a person who lives with the **insured person** or an Employee or Director of **yours**.

effective time means whilst an **insured person** is driving, or whilst getting into or out of, or whilst loading or unloading, an **insured vehicle**

insured person means any authorised driver of an **insured vehicle**

insured vehicle means a vehicle insured under Part A of **your** Commercial Vehicle Direct commercial motor vehicle insurance **policy**.

loss of limb: means

1. in respect of an arm:

(a) permanent physical severance of the four fingers at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand); or

(b) the permanent total loss of use of an entire hand or arm; and

2. in respect of a leg:

(a) physical severance or total loss of use above the level of the ankle (talo-tibial joint); or

(b) the permanent total loss of use of an entire foot or leg.

loss of sight shall be deemed to have occurred:

(a) in both eyes when the **insured person's** name has been added to the register of Blind Persons on the authority of a qualified ophthalmic specialist; or

(b) in one eye when the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (which means the **insured person** is only able to see at 3 feet that which they should normally be able to see at 60 feet) and **we** are satisfied that the condition is permanent and without expectation of recovery.

permanent disability means disability which, as certified by a **doctor**, is permanent, total and irreversible and where the **insured person** survives for 90 days from the date of the **accident**.

period of cover means the period shown in **your** schedule and for which **you** have paid the premium

policy means the terms agreed between us and **you** to provide **your** insurance cover. The **policy** is made up of the policy conditions and schedule and any information provided as part of the application. These documents should be read together.

we, us, our

Stonebridge International Insurance Ltd. We are authorised and regulated by the Financial Services Authority (FSA). The FSA Registration number is 203188.

you, your means the person who has taken out this policy.

WHAT YOU ARE COVERED FOR BY PART E OF THE POLICY

Your policy only covers you if you have paid **your** premium.

If during a period of cover an **accident** occurs during the **effective time** and causes **accidental death** or disability to an **insured person**, we will pay the appropriate amounts under Items 1 or 2 below where an **accident** results in:

1. Accidental Death

accidental death we will pay a benefit amount of £5,000.

2. Permanent Disability

any one or more of the **permanent disability** injuries specified below we will pay a benefit amount of £5,000 for each **insured person** in respect of any one **accident**

- **loss of limb**
- **loss of sight**

If benefit is payable for loss of or loss of use of a limb then benefit for loss of or loss of use of parts of that limb cannot also be claimed.

WHAT YOU ARE NOT COVERED FOR BY PART E OF THE POLICY.

We shall not pay benefit for a disability or death that

- a)** in the case of death results from natural causes or is not an **accidental death**.
- b)** in the case of disability, is not as a result of an **accident** and is not one of the disabilities shown on the **schedule**
- c)** results directly from circumstances in which the **insured person** is under the influence of

alcohol, drugs or medication according to an official report or independent evidence.

Example: If the **insured person** is taking drugs or medication in accordance with a prescription from a registered medical practitioner, or in accordance with the manufacturer's instructions, they will be covered.

However, if the **insured person** drives a motor vehicle whilst over the legal limit at the time and place of the accident, this would be considered to be 'under the influence of alcohol' and the **policy** would not pay out.

d) if the **insured vehicle** is used in an unsafe or unroadworthy condition or, where such regulations require, does not have a current M.O.T Certificate.

e) whilst the **insured vehicle** is being used on any form of race track or off-road activity or in any contest, competition, rally or speed trial

f) results from suicide or a deliberate act likely to cause serious injury or death except in an attempt to save human life.

g) arising from any psychological or psychiatric condition.

h) arising from any consequence of war, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, or by armed forces duty, service or operations.

i) due to ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste resulting from the combustion of nuclear fuel; or the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such nuclear assembly.

j) is the result of the insured person committing a criminal offence, whether or not the offence leads to a criminal prosecution.

HOW TO MAKE A CLAIM

To make a claim under the Part E of the **policy** please contact Commercial Vehicle Direct who will request a claim form from **us**. We will ask for details and any relevant information **we** need in order to consider the claim.

Once **we** agree to pay the claim **we** will usually pay any cash benefits to the **beneficiary** promptly once settlement terms are agreed. No interest is payable by **us** on claim settlements.

GENERAL PROVISIONS

Currency

All cash benefits and premiums are payable in Pounds Sterling.

Incorrect information and fraud

If **you** or any other **insured person**

- fail to provide true and complete information

or

- commit any fraud

in relation to this **policy** or a claim, this **policy** will become invalid. In this case **you** and the **insured persons** will lose all rights to any cash benefit(s) and to any return of premiums **you** have paid.

APPLICABLE LAW AND LANGUAGE

This **policy** will be governed by the **UK** law that applies where **you** reside at the time the **policy** is purchased.

The language used to communicate with you and any insured person will be English.

HOW THE FINANCIAL SERVICES COMPENSATION SCHEME (FSCS) OPERATES

We are covered by the Financial Services Compensation Scheme (FSCS) and **you** may be entitled to compensation from the scheme should **we** be unable to meet **our** liabilities to you. This depends on the type of business and the circumstances of the claim. Further information about compensation arrangements are available from the FSCS at www.fscs.org.uk or by telephoning 020 7892 7300.

DATA PROTECTION

Stonebridge International Insurance Ltd., is committed to complying with the requirements of UK & EU Data Protection legislation. This means that in the provision of our services, appropriate personal information is processed and kept securely in strict accordance with such requirements.

Stonebridge International Insurance Ltd, is part of the international AEGON Group and uses its group facilities to assist in providing these services. Stonebridge International Insurance Ltd. may share **your** details and those of other **insured persons** with other carefully selected organisations solely for the purposes of servicing and administering **your** insurance and conducting analysis and market research, and meeting legal/regulatory requirements.

We may record telephone calls for monitoring and training purposes.

You have the right to ask for a copy of certain information held on **our** records in return for payment of a small fee, by writing to the Customer Service Centre. **You** also have the right to require **us** to correct any inaccuracies in **your** information.

You should ensure that all **insured persons** are aware of the information set out under the heading "Data Protection"

WHAT HAPPENS IF YOU ARE NOT SATISFIED WITH OUR SERVICE?

We aim to provide a good service. However, there may be times when **you** do not feel satisfied with the service **you** have received. If this happens, please help us put things right by first contacting Commercial Vehicle Direct.

If, after following the above procedure, **you** consider that **your** complaint has still not been resolved adequately, **you** may be able to refer the matter to the Financial Ombudsman Service.

The address is:

Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR.

If you use these services, it does not affect your right to take legal action.



Call another Brightside Group company to see how we can save you more money on your insurance.



For all your business insurance needs, including Tradesmen, Courier or Goods in Transit, call now on:
0845 872 6078



For great savings on motor and home insurance, call now on:
0845 219 0503



For GAP Insurance provided by Quota Marketing, call now on:
0845 219 0638



For a great deal on bike insurance, call ONE Bike on:
0845 521 1256



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For all types of taxi insurance, call Taxi Direct on:
0845 219 0496

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