



Van Insurance Policy Wording

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Commercial Vehicle Direct Policy Wording

Welcome to Commercial Vehicle Direct

This booklet is Your Policy wording, so please keep the booklet safe for when You need it. There are also some useful tips on what to do in an accident and how to make a claim. This Policy contains the full terms and conditions and will form part of Your contract of insurance.

This Policy is arranged and administered by Commercial Vehicle Direct Insurance Services. Commercial Vehicle Direct provides cover for a range of vans and are experts in catering for individuals with specialist circumstances. Commercial Vehicle Direct works with some of the UK's top insurers to get You a great deal on a Policy that suits You, with the exact level of cover You need.

Commercial Vehicle Direct Insurance Services is a trading style of Brightside Insurance Services Ltd who are authorised and regulated by the Financial Conduct Authority. No 302216. Brightside Insurance Services Ltd is registered in England and Wales No. 04137311. Registered office: Brightside Park, Severn Bridge, Aust, Bristol BS35 4BL.

You can check this information by visiting the Financial Services Register www.fca.org.uk.

Make changes to Your Policy by calling: 0333 005 2361.

To make a claim call: 0333 222 4564.

Important information

Please read this Policy, the schedule (including any endorsements) and the certificate of motor insurance very carefully. Together with the information You gave Us, shown on the statement of fact, and the declarations that You have made, form the contract of motor insurance.

You should pay particular attention to the general exclusions, the general conditions and any endorsements which apply.

Definitions

Whenever the following words or phrases appear in this booklet they will have the meanings described below:

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.

Certificate of Motor 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 Policy Schedule for restrictions), what it may be used for and the Period of Insurance.

Endorsement

A clause that alters the cover of a Policy, this will only apply if it is stated on the Policy Schedule. The Endorsements which apply to You are shown in Your Policy Schedule.

Excess/Policy Excess

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

Fire

Fire, lightning and explosion.

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.

Great Britain

England, Scotland, and Wales.

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.

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.

Market Value

The cost of replacing Your Vehicle at the time of the loss or damage, taking into account it's make, model, age, mileage and condition. This shall not exceed the estimated value that You last gave Us and which is shown in Your Policy Schedule.

Period of Insurance

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

Policy

This booklet, which sets out the details of cover and all the terms and conditions which apply and forms part of Your contract of insurance.

Policy Schedule

Confirms details of You, Your Vehicle, the name of the insurer, Endorsements, short term cancellation rates (if applicable) and the cover You have chosen and forms part of Your contract of insurance.

Statement of Fact

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

Territorial Limits

United Kingdom.

Theft

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

Trailer

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

United Kingdom/UK

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

We/Us/Our

Your motor Policy insurer as named in Your Policy Schedule.

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.

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 Motor Insurance and Policy Schedule and the Accessories on or attached to it.

Our Contract With You

This Policy, the Policy Schedule, the Certificate of Motor Insurance, the information You gave Us shown in the statement of fact and declarations that You have made, form a legally binding contract of motor insurance between Us and You.

Unless agreed otherwise in writing by You and Us this insurance contract shall be interpreted in accordance with English law and any dispute shall be resolved within the non-exclusive jurisdiction of the courts of England and Wales. All communications will be in English.

Your important documents are:

- This Insurance Policy Document.
- The Certificate of Motor Insurance
- The Statement of Fact.
- The Policy Schedule Including any Endorsements shown.

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.

For the contract to be valid all the information You disclose in the Statement of Fact must be true and complete to the best of Your knowledge.

If You advise Us of any changes to Your Policy during the Period of Insurance You will be advised of any revised Policy terms and conditions that may apply prior the changes being made.

We will send You a Statement of Fact confirming the information You have supplied, with Your Policy documents.

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 & European Cover. Your Vehicle will also be covered in transit via air, sea and rail between acceptable countries.

The obligations of subscribing insurers under contracts of insurance to which they subscribe are several and are not joint and are limited solely to the extent of each company's individual subscription. If one of the insurers does not for any reason satisfy all or part of its obligations the other insurers will not be responsible for the defaulting insurers' obligations.

Please make sure that all the information shown in Your documents are correct. If You notice any inaccuracies, please contact Commercial Vehicle Direct to make the required amendments immediately. Depending on the changes made, Your premium may alter and Your cover adjusted. We will inform You if this happens.

Types of Cover and Sections which apply

	Comprehensive Cover	Third Party Fire and Theft	Third Party Only
Section 1 - Loss and Damage	Included	Included*	Not Covered
Section 2 - Liability to Third Parties	Included	Included	Included
Section 3 - Medical Expenses	Included	Not Covered	Not Covered
Section 4 - Emergency Medical Treatment	Included	Included	Included
Section 5 - No Claims Discount	Included	Included	Included
Section 6 - Windscreen & Glass Cover	Included	Not Covered	Not Covered
Section 7 - Foreign Travel & European Cover	Included	Included	Included

* Section 1 only applies to Third Party Fire and Theft policies for loss or damage caused directly by fire or theft. The general conditions and general exclusions apply to all sections of the 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 beyond economical 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 (ABI) 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 a driver who has held a full UK/EU licence for less than 12 months.

The standard Policy Excess is stated on Your attached Policy Schedule. 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 additional excess shown below towards any claim.

Additional Excess	
Inexperienced driver aged 25yrs and over	£150
Young driver aged 21-24yrs (Inclusive)	£250
Young driver 17-20yrs (Inclusive)	£350

The above excesses are applicable to all drivers on the Policy.

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.

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.

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, Air Miles vouchers or similar programmes
 - 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 Motor 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 Under Section 2

- (a) 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) 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) to Indemnify any person:
 - if such person is entitled to Indemnity under any other insurance
- (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 protected 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 Policy 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 & European Cover

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 country which is a member of the European Union;
- any other country outside of the European Union which has agreed to follow European Directives approved by the commission of the European Union (eligible countries change from time to time so ask Commercial Vehicle Direct before You travel).

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:

31 to 60 Days - Charge of £31.50

61 to 90 Days - Charge of £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 Conditions

The following General Conditions apply to 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

We hope You are happy with the cover this Policy provides. However You may cancel this contract of motor insurance at any time by telling Commercial Vehicle Direct in writing or by telephone. Cancellation can take effect immediately or from a later date, although it cannot be backdated to any earlier date.

If the Policy is cancelled before the insurance cover has started, You will not be charged.

Cooling-off period cancellation right

You have the right to cancel the Policy within 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, unless We are required to make a total loss payment under the Policy.

You may cancel using this 'cooling-off' period by telling Commercial Vehicle Direct in writing or by telephone. If You do cancel in the first 14 days using the 'cooling-off' cancellation condition, We will charge You for the time You have been covered from the beginning of the contract until the Policy is cancelled, unless We are required to make a total loss payment under the Policy, under which circumstances a refund of the premium is not payable.

Cancelling Your Policy Outside the Cooling-off period Cancellation Right

You can cancel the Policy after the cooling off period and provided You have not made a fault claim, or a fault claim has been made against You, then You will only be charged for the time You have been covered. Your Policy Schedule will show You how We charge for the time You have been covered either as Pro Rata or short term period rates. We will return the unused premium to Commercial Vehicle Direct who will administer the refund and apply the charges as detailed in the terms of business.

If You cancel Your insurance following a claim or there has been an incident that will result in a claim You will have to pay the full annual premium. If this is settled as a non fault claim and We are able to recover the loss from an at fault third party then We may be able to return a portion of Your unused premium to Commercial Vehicle Direct and this will be used by them to calculate Your refund.

If there has been a claim We will not return any premium to Commercial Vehicle Direct before the claim has been settled and We have recovered our loss.

Where We may cancel Your cover

We or Commercial Vehicle Direct may cancel the Policy only if there is a good reason for doing so. Some examples are where You have:

- not paid Your premium; or
- provided Us with incorrect information; or
- changed Your address during the Policy to one We cannot cover; or
- changed Your Vehicle or circumstances during the Policy to one We can no longer cover; or
- failed to supply requested validation documentation (such as evidence of No Claim Discount and copies of driving licences for all named drivers); or
- gone into administration, receivership or liquidation.

Cancellation is a last resort and before Your Policy is cancelled by Us, Commercial Vehicle Direct will write to You and provide seven days' notice.

2. Other Insurance

If, at the time of any claim arising under this Policy, there is any other insurance 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 its 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 unattended.

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. Changes to the Information You Provided

Your premium is based on the information You gave Us when Your cover started and when You renew it. This information is recorded on the Statement of Fact. You should keep a record of the information You give in relation to this Policy. If Your circumstances change during the Period of Insurance You must tell Commercial Vehicle Direct by calling 0333 005 2361.

If any information shown in the Statement of Fact changes or is not correct, 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 if they occur during the Period of Insurance:

- 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
- any motoring convictions, fixed penalty points, endorsements or pending prosecutions
- any accidents, claims, thefts or losses
- a change in the main driver of Your Vehicle
- details of drivers You wish to add to or remove from the Policy
- 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
- any modifications to the vehicle (where the vehicle has been altered from the manufacturer's specification). Such as changes to the:
 - a) Appearance (cosmetic changes), such as alloy wheels or paint.
 - b) Bodywork, such as body kits or spoilers.
 - c) Suspension or brakes.
 - d) Performance of the vehicle, such as the engine management system or exhaust.
 - e) Audio/entertainment system.

Note: the above list of modifications is intended as a guide, please inform Commercial Vehicle Direct of any changes You make to the vehicle.

This insurance will only apply if:

- the person claiming has kept to all the terms and conditions of this Policy; and
- all the information within the Statement of Fact is correct.

Please note, should the vehicle covered under this Policy be sold and not replaced immediately, You must notify Commercial Vehicle Direct.

5. Your Data

Brightside will need to collect and process Your data in order to provide products and services.

The Brightside Privacy Policy can be found here:

<https://www.brightsideinsurance.co.uk/privacy-security>

The privacy policy explains how Brightside collect and use Your details, the laws and regulations that apply, the systems and services they use and how they detect and prevent crime such as fraudulent applications and claims.

Your Statement of Fact will describe how We use Your data.

6. Fraud Prevention and Detection

You must take care to answer all questions honestly and to the best of Your knowledge. If You don't answer the questions correctly, Your Policy may be cancelled or Your claim rejected or not fully paid. If You are unsure of Your answer to a particular question, You should make reasonable efforts to obtain the information required to answer it correctly.

You must tell Us about any incident (e.g. accident, fire or theft) whether or not a claim is likely to result. When You tell Us about such an incident, information relating to it will be passed to the registers which We and others have in place which allow Us to detect fraudulent applications and claims.

In addition We may request copies of driving licences, utility bills and other documentation to establish the identity of any person applying for insurance.

Misrepresentation

If You or anyone representing You:

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

For example, this could include:

- not telling Us about motor or criminal convictions;
- not telling Us about previous accidents or losses, even if a claim was not made;
- not telling Us about modifications to Your car;
- giving Us false information about who is the registered keeper or owner of Your car;
- giving Us false information about where Your Vehicle is kept overnight;
- using a credit card without the credit card holder's permission.

This is not a full list and if You are in any doubt about the information You have provided to Us then please contact Us immediately.

We may:

- Agree to amend Your Policy to record the correct information, apply any relevant Policy terms and conditions and collect any additional premium due including any premium adjustment charge to cover our administration costs;
- Reject a claim or reduce the amount of payment We make;
- Cancel or void Your Policy (treat it as if it never existed), and apply a cancellation premium charge.

Where fraud is identified We will:

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

Claims Fraud

If You or anyone representing You makes a claim or part of any claim that is fraudulent, false or exaggerated;

We may:

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

Motor Insurance Database

Your Policy details will be added to the Motor Insurance Database (MID), run by the Motor Insurers' Bureau (MIB). MID and the data stored on it may be used by certain statutory and/or authorised bodies including the Police, the DVLA, the DVANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

- Electronic Licensing
- Continuous Insurance Enforcement
- Law enforcement (prevention, detection, apprehension and/or prosecution of offenders)
- The provision of government services and or other services aimed at reducing the level and incidence of uninsured driving

If You are involved in an accident (in the UK or abroad), insurers and/or the MIB may search the MID to obtain relevant information. Persons (including his or her appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.

It is vital that the MID holds Your correct registration number. If it is incorrectly shown on the MID You are at risk of having Your vehicle seized by the Police. You can check that Your correct registration details are shown on the MID at www.askmid.com.

7. Accidents and Claims Procedure / Advice

If You wish to make a claim, please telephone 0333 222 4564 if You are reporting an accident, Theft or vehicle Fire or 0800 316 8 316 for windscreen & glass.

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.

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. (0333 222 4564)
- 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.

8. Special Provisions - Right of Recovery

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.

9. How to make a complaint

We intend to provide You with a high level of service at all times. In the unlikely event that You should have cause for complaint, please write to:

Quality Manager

Commercial Vehicle Direct

Brightside Park

Severn Bridge

Aust

Bristol BS35 4BL

Tel: 0333 005 2361 (calls may be recorded for training, compliance and claims purposes)

Or email: info@cvd-insurance.co.uk

The Policy is arranged and administered by Commercial Vehicle Direct, a trading style of Brightside Insurance Services Ltd and they are responsible for resolving all complaints related to the service they provide. Commercial Vehicle Direct will investigate Your complaint fully and try to resolve it as quickly as possible. If Your complaint relates to Us and Our services, then the Quality Manager will forward Your complaint to Us for resolution. If Your complaint does not relate to Our regulated insurance activity or Brightside Insurance Services Ltd, the Quality Manager will notify You in writing within 5 business days and, where possible, provide You with details to whom the complaint should be redirected.

Lloyds Syndicates

If We are a Lloyd's syndicate and Your complaint is not resolved to Your satisfaction, You can refer the matter to the Policyholder and Market Assistance team at Lloyds. Their address is:

Policyholder & Market Assistance,
Market Services,
Lloyd's,
One Lime Street,
London EC3M 7HA

If You remain dissatisfied after You have received a final response from Policyholder and Market Assistance at Lloyd's, You may have the right to refer Your complaint to the Financial Ombudsman Service.

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint – How We Can Help" available at www.lloyds.com/complaints.

10. Financial Ombudsman Service

If Your complaint is not resolved to Your satisfaction, You may have the right to refer the matter to the Financial Ombudsman Service within 6 months of receiving Our final response letter. Their contact details are:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Tel: 0800 023 4567 (from a landline) or 0300 123 9 123 (from a mobile)

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

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

11. The Financial Services Compensation Scheme

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 Our 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. Further information about compensation scheme arrangements is available from the FSCS website <http://www.fscs.org.uk/> or by using the contact details below:

Financial Services Compensation Scheme,
10th Floor, Beaufort House
15 St Botolph Street
London EC3A 7QU

Telephone 0800 678 1100 or 0207 741 4100 or email, enquiries@fscs.org.uk.

General Exclusions to Your Policy

These General Exclusions apply to sections 1- 7 of this Policy and describe the things which are not covered. These apply as well as the exclusions shown in each section 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 Motor Insurance.
 - (b) driven or in the charge of anyone who is not described in the Certificate of Motor Insurance as a person entitled to drive or who is excluded from driving by any Endorsements or covered by another 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 as a direct result of 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 terminalsExcept 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 loadExcept 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 section 7 – Foreign Travel & European Cover).
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.

Useful Numbers

To make changes:	0333 005 2361
To report an incident:	0333 222 4564
Windscreen Repair:	0800 316 8 316

