

Commercial Vehicle insurance

All you need to know

**This booklet
includes your
policy wording,**
so keep it safe in case
you need it.



direct line

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FAQs

Am I covered if I leave my vehicle unlocked or the keys in the vehicle ?

We will not pay a claim if your vehicle is:

- left unlocked;
- left with keys or key fobs in, on, or attached;
- left with the engine running;
- left with a window or roof open.

How much will you pay if my vehicle is damaged?

If your vehicle is damaged, we will pay the cost of repairing or replacing your vehicle up to its UK market value.

This is the current value of the vehicle at the time of the claim – and it may be different to the amount you paid or any amounts we spoke about when you insured your vehicle with us.

Are my electric vehicle's charging cables covered?

Charging cables and your home charger are considered an accessory to your vehicle which means they are covered for accidental damage, fire and theft. You are also covered for any accidents involving your charging cables when they are attached to your vehicle, for example, someone tripping over your cable as long as you have taken due care to prevent such an accident.

Is my electric vehicle battery covered?

Damage to your vehicle's battery is covered should it be damaged as a result of an insured incident. Cover applies whether your battery is owned or leased.

Am I covered if I drive other vehicles?

We will cover you for damage caused to third parties whilst you are driving vehicles that are not your own, provided you meet certain conditions (see Section A).

This cover does not include damage to the vehicle you are driving and applies only to the policyholder and not to any named drivers on the policy.

Your certificate of insurance will show if you have this benefit.

Do you have a National Network of Repairers?

Yes, we have a UK-wide repair network who will deal with all aspects of your repair, they will arrange a time to collect your vehicle, undertake the repairs and on completion deliver your vehicle back to you.

How does my No Claim Discount work?

No Claim Discount (NCD)

If no claim is made against your policy, your renewal premium will be adjusted in accordance with our NCD scale applicable at the renewal date. However, if a claim is made against your policy, we may reduce your NCD.

NCD at the start of the period of insurance:	NCD at the next renewal date following:		
	1 claim	2 claims	3 claims
0 years	Nil	Nil	Nil
1 year	Nil	Nil	Nil
2 years	Nil	Nil	Nil
3 years	1 year	Nil	Nil
4 years	2 years	Nil	Nil
5, 6, 7, 8 or 9 years	3 years	1 year	Nil

No Claim Discount Protection

Subject to payment of an additional premium, your NCD will not be affected by:

1. One claim made during the current Period of Cover, or by
2. Two claims arising in the three preceding years of insurance.

You will cease to be eligible for the benefit if claims exceed the above number. However, your premium may still increase following a claim.

NCD with Protection at the start of the period of insurance:	NCD at the next renewal date following: claims in the current period of cover			NCD at the next renewal date following: claims in 3 consecutive years of cover	
	1 claim	2 claims	3 claims	3 claims	4 claims
4 years	No change	2 years	Nil	2 years	Nil
5, 6, 7, 8 or 9 years	No change	3 years	1 year	3 years	1 year

What changes do I need to tell you about?

You must tell us if any of the following details change before you need cover to start:

- you change your vehicle;
- you modify your vehicle (please see general condition 8 for further details);
- you add another driver to your policy or amend the driving restriction;
- you change the use of your vehicle (e.g. change from social domestic and pleasure to business use);
- you wish to increase your cover (e.g. change from third party only to comprehensive);
- the ownership of your vehicle changes.

You must tell us as soon as possible if any of the following details change:

- the address where you normally keep your vehicle;
- if you, or anyone covered by this policy change jobs, including part time.

(Any change during the period of insurance may result in an additional or return premium.)

You must tell us before the next renewal date (or at the time you are making any of the changes already mentioned) if you or anyone covered by this policy have:

- had any accidents, thefts or losses (whether covered by insurance or not and regardless of blame) where these have not been previously reported to us;
- had any motoring offences including convictions, endorsements, penalty points, fixed penalties (excluding parking penalties), speed camera offences, disqualifications, criminal convictions or criminal prosecutions pending.

Failure to provide correct information or inform us of any changes could adversely affect **your policy**, including invalidating **your policy** or claims being rejected or not fully paid.

Medical conditions

The law requires **you** to tell the Driver and Vehicle Licensing Agency (DVLA) or the Driver and Vehicle Agency Northern Ireland (DVANI) about any condition that may affect **your** ability to drive safely. If a Doctor asks **you** to stop driving immediately please follow this advice and contact the DVLA or the DVANI for further guidance. This also applies to any driver that is named on **your policy**.

Making a change to your policy?

Call: 0345 301 2882

How does your uninsured driver promise work?

If you make a claim for an accident that is not your fault and the driver of the vehicle that hits your vehicle is not insured, you will not lose your No Claim Discount or have to pay any excess.

Conditions

We will need:

- the vehicle registration number and the make and model of the vehicle; and
- the driver's details, if possible.

It also helps us to confirm who is at fault if you can get the names and addresses of any independent witnesses, if available.

When you claim, you may have to pay your excess. Also, if when your renewal is due, investigations are still ongoing, you may lose your No Claim Discount temporarily. However, once we confirm that the accident was the fault of the uninsured driver, we will repay your excess, restore your No Claim Discount and refund any extra premium you have paid.

This promise is for comprehensive policy holders only.

How does your vandalism promise work?

If you make a claim for damage to your vehicle that is a result of vandalism, which is damage caused by a malicious and deliberate act, you will not lose your No Claim Discount with Direct Line.

Conditions

You pay the Accidental Damage excess applicable to the policyholder. Please refer to your schedule for excess amounts.

- The incident is reported to the police and assigned a crime reference number.
- The damage has not been caused by another vehicle.

When you claim you will have to pay the excess. Once we receive your claim, you may lose your No Claim Discount, until we are supplied with a relevant crime reference number.

This promise is for comprehensive policy holders only. Please remember that vandalism should be reported to your local police station unless you are reporting it immediately as an emergency.



Your policy wording

This policy booklet gives full details of your cover. You should read it along with your motor proposal confirmation, certificate of motor insurance and schedule. Please keep all your documents in a safe place.

Your policy is made up of:

- the motor proposal confirmation;
- this policy booklet from page 5 onwards;
- the certificate of motor insurance;
- the schedule.

We promise to always be fair and reasonable and to act quickly whenever you need to make a claim under this policy. If you feel we have not met this promise, we will do everything possible to deal with your complaint quickly and fairly.

This policy is evidence of the contract between you and us, U K Insurance Limited, based on information you have given to us.

In return for receiving and accepting the premium, we will provide insurance under this policy for the sections shown in the schedule as applying for the accident, injury, loss or damage which has happened in the territorial limits during the period of insurance.

Under European law, you and we may choose which law will apply to this policy. Unless both parties agree otherwise English law will apply. We have supplied this policy and other information to you in English and we will continue to communicate with you in English.

If you are resident in Jersey, Guernsey or the Isle of Man, the law of the island where you are resident applies to your policy and any dispute in relation to it will be within the jurisdiction of that island's relevant court.

We have not given you a personal recommendation as to whether this policy is suitable for your specific needs and just to let you know our consultants may receive a bonus if you purchase any cover with us.

Policy definitions

Wherever the following words or expressions appear in **your policy**, they have the meaning given here unless **we** say differently.

Accessories – parts or products specifically designed to be fitted to **your vehicle**, including **your** electric vehicles charging cables and the charger installed at **your** home. **We** may treat some **accessories** as **modifications**, so please tell **us** about any alterations to **your vehicle**.

Approved repairer – a repairer in our network of contracted repairers, who is approved by us to perform repairs to **your vehicle** following a claim under section B and C of this policy.

Approved windscreen supplier – a repairer **we** have approved and authorised to repair or replace **your** windscreen as shown on the **schedule** and **certificate of motor insurance**.

Certificate of motor insurance – this document provides evidence that **you** have taken out the insurance **you** must have by law. It identifies who can drive **your vehicle** and the purposes for which **your vehicle** can be used.

Convictions – these include all motoring convictions, fixed penalties or disqualifications including points and speed camera offences.

Excess – the amount **you** must pay towards any claim.

Hazardous goods – goods or substances referred to in the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR), i.e. explosive substances and articles, gases, flammable liquids, flammable solids, self-reactive substances and solid desensitised explosives, substances liable to spontaneous combustion, substances which, in contact with water, emit flammable gases, oxidising substances, organic peroxides, toxic substances, infectious substances, radioactive material and corrosive substances.

Hazardous locations – power stations, nuclear installations or establishments, refineries, bulk storage or production premises in the oil, gas or chemical industries, bulk storage or production premises in the explosive, ammunition or pyrotechnic industries, Ministry of Defence premises and Military bases – other than in any area designated for access or parking by the general public.

Keys – Physical key, device or smart access provided with **your vehicle** by a manufacturer that allows **you** to access and move **your vehicle**.

Loss of any limb – severance at or above the wrist or ankle, or the total and irrecoverable loss of use of a hand, arm, foot or leg.

Market value – the cost of replacing **your vehicle** with another of the same make and model and of a similar age and condition at the time of the accident or loss.

Modifications – any changes to **your vehicle's** standard specification, including optional extras. These include, but are not restricted to, changes to the appearance and/or the performance of **your vehicle** (including wheels, suspension, bodywork and engine) and include changes made to **your vehicle** by the previous owner(s).

Motor proposal confirmation – the document recording the statements made and information **you** gave or which was given for **you** when **you** bought **your policy**.

Partner – **your** husband, wife or someone **you** are living with as if **you** are married to them.

Period of Insurance – as shown on the certificate of motor insurance or schedule.

Pick up – these are vehicles that have an open and/or flat bed rear.

Policy – this policy booklet, **schedule**, **motor proposal confirmation** and **certificate of motor insurance**.

Road Traffic Act – any Acts, laws or regulations, which govern the driving or use of any motor vehicle in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

Schedule – the document that identifies the policyholder and sets out details of the cover **your policy** provides.

Terms – all terms, exceptions, conditions and limits which apply to **your policy**.

Track day – when **your vehicle** is driven on a racing track, on an airfield or at an off-road event.

Trailer – any form of trailer that has been specifically built to be towed by a motor vehicle.

We, us, our – U K Insurance Limited.

You, your – the person named as the policyholder in the **schedule**. If section H is included on the **schedule**, this definition is extended under that section to include authorised drivers as shown in the **certificate of motor insurance** and any passengers.

Your vehicle – the vehicle described in the current **schedule**. In section B 'Damage to your vehicle' and section C 'Fire and theft', the term 'vehicle' also includes its **accessories** and spare parts, whether they are on or in the vehicle, or in **your** locked private garage. The vehicle must weigh no more than 3.5 tonnes GVW (Gross Vehicle Weight).

Section A Liability to other people

✓ 1a. Cover for you

We will cover **you** for **your** legal liability to other people arising from an accident which involves **your vehicle** and:

- **you** kill or injure someone;
- **you** damage someone else's property.

This cover also applies to an accident involving a **trailer** or vehicle **you** are towing.

✓ 1b. Driving other vehicles

If **your certificate of motor insurance** says so, this **policy** provides the same cover as above in 1a when **you** are driving any other motor car as long as **you** do not own it and it is not hired to **you** under a hire-purchase or leasing agreement. This cover only applies if:

- there is no other insurance in force which covers the same liability;
- **you** have the owner's permission to drive the motor car;
- the car is registered in and being driven in Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man or the Channel Islands; and
- **you** still have **your vehicle** and it has not been damaged beyond cost-effective repair.

Note – There is no cover under clause 1b for damage, fire or theft to the motor car **you** are driving.

✓ 2. Cover for other people

We will also provide the cover under section 1a for:

- anyone insured by this **policy** to drive **your vehicle**, as long as they have **your** permission;
- anyone **you** allow to use but not drive **your vehicle**;
- anyone who is in or getting into or out of **your vehicle**;
- accidents caused by any electric charging cables when attached to **your vehicle** as long as **you** have taken due care to prevent such an accident;

- the employer or business partner of anyone covered by this section while **your vehicle** is being used for business purposes and **your certificate of motor insurance** allows such use; or
- the legal personal representative of anyone covered under this section if that person dies.

✓ 3. Costs and expenses

a. Legal costs

If there is an accident covered by this **policy**, **we** have the option entirely at **our** discretion to pay the reasonable legal costs and/or expenses to defend or represent **you** or any driver covered by this **policy**:

- at a coroner's inquest or fatal accident inquiry and/or
- in criminal proceedings arising out of the accident.

We must agree to all legal costs and/or expenses beforehand. If **we** agree to pay such legal costs and/or expenses, **we** will advise **you** as to the extent of any assistance **we** will give.

b. Emergency medical treatment

We will pay for emergency treatment fees as set out in the **Road Traffic Act**. If **we** make a payment under this section only, it will not affect **your** no claim discount.

✓ 4. Payments made outside the terms of the policy

If **we** must make a payment because the laws of any country require us to do so, **we** may recover from **you**, or the person who is liable any payment that is not covered by this policy. This includes any amount that **we** would not otherwise be required to pay as a result of your failure to provide accurate information.

Exceptions to section A

X What is not covered

We will not cover:

- loss of or damage to any vehicle **you** drive or any **trailer** or vehicle **you** tow;
- anyone who has other insurance covering the same liability;
- death or injury to anyone while they are working with or for the driver of the vehicle; except as set out in the **Road Traffic Act**;
- damage caused by any driver insured by this **policy** to any property they own or are responsible for;
- liability for more than £5,000,000 for any claim or series of claims for loss of or damage to property including any indirect loss or damage caused by one event (including all costs and expenses);
- liability for more than £1,000,000 for any claim or series of claims for loss of or damage to property including any indirect loss or damage caused or contributed to by carrying any **hazardous goods** (including all costs and expenses);
- liability for more than £1,000,000 for any claim or series of claims for loss of, or damage to property including any indirect loss or damage caused or contributed to by use of any vehicle insured under this **policy**, in any area considered to be railside or trackside, or any area where there are railed or tracked trains. (including all costs and expenses);
- liability caused by acts of terrorism as defined in the Terrorism Act 2000 (UK) and/ or the Anti-Terrorism and Crime Act 2003 (Isle of Man) except as is strictly required under the **Road Traffic Act**;
- legal costs or expenses related to charges connected with speeding, driving under the influence of alcohol or drugs, or for parking offences;
- liability for anyone other than **you** or the attendant of **your vehicle**, whilst loading or unloading directly from **your vehicle** except as is strictly required under the **Road Traffic Act**;
- any death, injury or illness caused by food poisoning, anything harmful contained in any goods supplied, or any harmful or incorrect treatment given at or from any vehicle insured under this **policy**.

Section B

Damage to your vehicle

✓ What is covered

If **your vehicle** is damaged, **we** have the option to:

- pay to repair the damage or repair the damage ourselves;
- replace what is lost or damaged, if this is more cost-effective than repairing it; or
- settle **your** claim by sending **you** a cheque or by bank transfer.

The most we will pay

We will not pay more than the **market value** of **your vehicle** at the time of the loss (less any **excess** that may apply).

X What is not covered

We will not cover:

- the sum of all **excesses** shown on the **schedule**. These may include the 'own damage' **excesses** and 'young or inexperienced driver' **excesses** if these apply. An inexperienced driver is a person who has held a full UK/EU driving licence for less than one year.

Section C

Fire and theft

✓ What is covered

If **your vehicle** is lost or damaged as a result of theft, attempted theft, fire, lightning or explosion, **we** have the option to:

- pay to repair the damage or repair the damage ourselves;
- replace what is lost or damaged if this is more cost-effective than repairing it; or
- settle **your** claim by sending **you** a cheque or by bank transfer.

If **your vehicle** keys are stolen **we** will pay the cost of replacing the:

- affected locks,
- lock transmitter and central locking interface,
- affected parts of the alarm and/or immobiliser, if it can be established to **our** reasonable satisfaction that the identity or garaging address of **your vehicle** is known to any person who is in possession of **your** keys.

The most we will pay

We will not pay more than the **market value** of **your vehicle** at the time of the loss (less any **excess** that may apply).

Section D

Windscreen damage

X What is not covered

We will not cover:

- the **excess** shown in the **schedule**;
- loss or damage to **your vehicle** as a result of someone acquiring it by fraud or trickery while pretending to be a buyer;
- loss or damage caused by theft or attempted theft if the keys and/or other devices which unlocks **your vehicle** and/or enables **your vehicle** to be started and driven is left in or on **your vehicle** which is unattended, or if **your vehicle** has been left unattended and not properly locked (this includes any window, roof opening, removable roof panel or hood being left open or unlocked);
- loss or damage caused by theft or attempted theft if any manufacturer's standard security device fitted to **your vehicle** is not operational when **your vehicle** is left unattended;
- loss or damage caused by theft or attempted theft to readily removable in-vehicle electronic equipment unless it is out of sight in a glove compartment or a locked boot. In which case **we** will provide cover up to the amount shown in the **schedule**;
- loss or damage if any security or tracking device, which **we** insist is fitted to **your vehicle**, has not been set or is not in full working order;
- loss or damage if the network subscription, for any tracking device which **we** insist is fitted to **your vehicle**, is not current and operable; or
- loss or damage if the driver recognition device for any tracking device which **we** insist is fitted to **your vehicle**, is left in or on **your vehicle** whilst unattended.

✓ What is covered

We will pay to:

- replace or repair broken glass in the windscreen, sunroof or windows of **your vehicle**, and repair any scratching to the bodywork caused by the broken glass, as long as there has not been any other loss or damage to **your vehicle**; or
- replace the roof and rear windscreen assembly together if **your vehicle** is fitted with a folding or removable roof and it is more cost-effective than replacing the glass alone.

Claims under this section will not affect **your** no claim discount.

The most we will pay

We will not pay more than the **market value** of **your vehicle** at the time of the loss (less any **excess** that may apply).

X What is not covered

We will not cover:

- the **excess** shown in the **schedule**; or
- any amount greater than the limit shown in the **schedule** if **you** do not use one of our **approved windscreen suppliers**.

Exceptions which apply to sections B, C and D

X What is not covered

We will not cover:

- loss or damage caused by wear and tear or loss of value;
- any part of a repair or replacement which improves **your vehicle** beyond its condition before the loss or damage took place;
- any mechanical, electrical or computer failure, breakdown or breakage;
- damage to tyres caused by braking, punctures, cuts or bursts;
- damage caused by pressure waves from an aircraft or other flying object travelling at or beyond the speed of sound;
- deliberate damage caused by anyone insured under this **policy**;
- loss of use or other indirect loss such as travel costs or loss of earnings;
- loss or damage to any **trailer**, caravan or vehicle, or their contents, while being towed by **your vehicle**;
- loss or damage to **your vehicle** if, at the time of the incident, it was being driven or used without **your** permission by someone in **your** family or someone who is living with **you** (this exception does not apply if the person driving is reported to the police for taking **your vehicle** without **your** permission);
- any amount over that shown in the **schedule** for loss of or damage to permanently fitted in-vehicle audio, television, phone, CB radio, games-console, electronic-navigation or radar detection equipment (if the equipment is part of **your vehicle** specification when first registered, **we** will provide unlimited cover);
- loss or damage due to any government, public or local authority legally taking, keeping or destroying **your vehicle**;
- goods, tools of trade or samples connected with **your** work or any other trade, or any container for these things;
- loss or damage caused directly or indirectly by fire if **your vehicle** is equipped for the cooking, or heating of food or drink;
- any reduction to the **market value** of **your vehicle** as a result of it being repaired;
- the valuation of **your** cherished plate is not included in any valuation of **your** claim;
- the cost of placing the cherished plate on retention where following a claim **your vehicle** is beyond economical repair;
- the loss of use of the cherished plate where **you** have failed to place the plate on retention in good time where following a claim **your vehicle** is beyond economical repair.

Conditions which apply to sections B, C and D

1. Hire-purchase, leasing and other agreements

If **we** know that **your vehicle** is owned by someone else, **we** will settle any claim by paying the legal owner before **we** pay anything left over to **you**.

2. Parts

We may decide to repair **your vehicle** with parts which have not been made by **your vehicle's** manufacturer but which are of a similar standard. If any part or **accessory** is not available, the most **we** will pay for that part will be the cost shown in the manufacturer's last United Kingdom price list (plus reasonable fitting costs).

3. Removing and delivering your vehicle

If **your vehicle** cannot be driven as a result of loss or damage covered under this **policy**, **we** will pay the reasonable cost of taking it to the nearest suitable repairer. **We** will also pay the reasonable cost of delivering **your vehicle** to **you** at the address shown in the **schedule** after it has been repaired. **We** may put **your vehicle** in safe storage, before it is repaired, sold or taken for scrap. **We** will pay the reasonable cost of storage.

Following an accident, **we** will help **you** and **your** passengers make arrangements to get home, to **your** original destination or take **you** to a safe place.

4. Repairs

When **our approved repairers** carry out the repairs, **you** do not need an estimate. Repairs carried out by **our approved repairers** are guaranteed for five years unless **you** sell your vehicle.

Where **we** have agreed with **you** for reasonable and necessary repairs to be carried out at a repairer of **your** choice, **you** must give **us** full details of the incident and **we** must approve the detailed repair estimate before the work begins. Unless repairs are carried out by **our approved repairers** they are NOT guaranteed by **us** even though **we** may pay for those repairs directly. Plus using **your** own repairer could elongate the settlement of **your** claim.

5. Uneconomical repairs

If **your vehicle** is uneconomical to repair (written off) and **we** agree to settle **your** claim on that basis, you still owe **us** the total yearly premium (whether **you** pay annually or by monthly instalments under a credit agreement) as **we** will have met our responsibilities to **you** under the policy.

Once **we** settle **your** claim, **your vehicle** will become **our** property and **you** must send **us** the registration document. All cover will then end unless **we** agree differently. **We** will not refund any of **your** premium if **you** pay annually. If **you** pay by instalments under a credit agreement **you** must pay to **us** (1) all instalment payments that have already fallen due under the credit agreement and remain unpaid, and (2) the total remaining balance under the credit agreement. If **we** agree to pay **your** claim and **you** have not paid the amounts due to **us** under (1) and (2) above, **we** may reduce the amount that **we** pay in settlement of **your** claim by the amount that **you** owe **us**. Alternatively, **we** may write to **you** asking **you** for the full payment.

Section E Personal accident

✓ What is covered

We will pay **you** or **your** legal representatives if **you** or **your partner** are accidentally injured while travelling in or getting into or out of any motor car, and this injury alone results, within three calendar months of the date of the accident, in:

- death;
- total irrecoverable loss of sight in one or both eyes; or
- **loss of any limb.**

We will pay the benefit shown in the **schedule**.

✗ What is not covered

We will not cover:

- any injury or death resulting from suicide or attempted suicide;
- anyone who is convicted for driving while under the influence of drink or drugs at the time of the accident; or
- an injured person under this **policy** if **we** insure them against personal accident under any other motor insurance policy.

The most **we** will pay in any period of insurance is one benefit shown in the **schedule**.

Section F Other benefits

✓ 1. Medical expenses

We will pay medical expenses up to the amount shown in the **schedule** for each person injured if **your vehicle** is in an accident, as long as there is no cover in force under another insurance policy.

✓ 2. Personal belongings

We will pay for loss of, or damage to, clothing and personal belongings caused by fire, theft, attempted theft or accident, while they are in or on **your vehicle**. The most **we** will pay for any one incident is the amount shown in the **schedule**. If **you** ask **us** to pay someone else, **we** will have no further responsibility to **you** once **we** have done so.

✗ What is not covered

We will not cover loss of or damage to:

- money, credit or debit cards, stamps, tickets, vouchers, documents, securities (such as share and Premium Bond certificates), goods or samples carried in connection with any trade or business; or
- property insured under any other policy.

✓ 3. Hotel expenses

If **your vehicle** cannot be driven after an accident or loss covered under section B of this **policy**, **we** will pay up to £150 for the driver (or £250 in total for all the people in the vehicle) towards the cost of hotel expenses for an overnight stay if this is necessary.

✓ 4. New Vehicle Replacement

If **your vehicle** is less than one year old and **you** are the first and only registered owner, **we** will replace it with one of the same make and model if it has:

- been stolen and not found; or
- suffered damage covered by the **policy** and the cost of repairing is more than 60% of the last United Kingdom list price.

We can only do this if a replacement vehicle is available in the UK and anyone else who has an interest in **your vehicle** agrees.

If a suitable replacement vehicle is not available, or **your vehicle** was not supplied as new in the UK, **we** will pay **you** the **market value** of **your vehicle** at the time of the loss (less any **excess** that may apply). If **we** settle a claim under this clause, the lost or damaged vehicle becomes **our** property and **you** must send **us** the registration document.

✓ 5. Tools Cover

We will pay for loss of, or damage to, **your** tools, caused by fire, theft, attempted theft or an accident, while they are in **your vehicle**. The most **we** will pay for any one incident is the amount shown in the **schedule**. If **you** ask **us** to pay someone else, **we** will have no further responsibility to **you** once **we** have done so.

✗ What is not covered

- Property insured under any other policy
- Property left in the rear of a **pick up**.

Section G Territorial limits and foreign use

1. Territorial limits

This **policy** provides the cover described in the **schedule** in Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man, the Channel Islands and during journeys between these places.

2. Using your vehicle abroad

This **policy** also provides the minimum cover **you** need by law to use **your vehicle** in:

- any country which is a member of the European Union; and
- Jersey, Guernsey, Isle of Man and any country listed below which the Commission of the European Community approves as meeting the requirements of Article 8 of EC Directive 2009/103/EC on Insurance of Civil Liabilities arising from using motor vehicles.

Countries include:

Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Italy, Latvia, Iceland, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Serbia, Slovakia, Slovenia, Spain, Sweden and Switzerland including Liechtenstein.

3. Extending your policy cover abroad

For an extra premium, **your policy** can be extended for an agreed period to provide the same level of cover under section B, C & D as **you** have in the territorial limits, (providing **you** currently have this cover – please refer to **your schedule**).

Please call **us** to arrange cover. **Your vehicle** will also be covered during journeys between those countries by a recognised carrier. However, **you** must call **us** to arrange cover.

Cover in these countries only applies if **your** permanent home is in the United Kingdom and **your** visit abroad is for less than 90 days in a period of insurance.

4. Customs duty

If **you** have to pay customs duty on **your vehicle** in any of the countries covered in clause 2 because of repairs covered under the **policy**, **we** will pay these costs for **you**.

X What is not covered

- Section A, 1b Driving other vehicles – There is no policy cover when driving any other motor vehicle outside of the territorial limits;
- Section Ji Guaranteed Hire Vehicle – **we** will not provide a **hire vehicle** for any loss which takes place outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands;
- Section Jii Guaranteed Hire Vehicle Plus – **we** will not provide a **hire vehicle** for any loss which takes place outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands; instead of a **hire vehicle**, we will reimburse **your** travel costs (up to £50 a day and up to a maximum of £500 over the 21 days following **your** claim) as long as **we** are dealing with **your** claim under section B or C.

Section H Motor Legal Protection (optional extra)

This section only applies if it is shown on **your schedule**.

This cover can be used to claim **your** uninsured losses if **you** and **your vehicle** are involved in a road traffic accident with a moving vehicle, as defined by the Road Traffic Act, where someone else is to blame.

We will pay the **costs** to help **you** claim **your** uninsured losses from the person who was to blame for the accident.

Examples of what uninsured losses **you** may claim for include:

- compensation for **your** death or physical bodily injury;
- accident repair costs if **you** do not have comprehensive cover;
- damage to any belongings in **your vehicle** that **you** are legally responsible for; or
- any other financial losses incurred as a direct result of the accident.

You can ring the 24-hour legal helpline on **0345 877 6371** for confidential legal advice on any private motoring legal problem relating to laws applicable in the United Kingdom, whether or not it results in a claim. The helpline does not provide advice in relation to any claim made under this policy.

Definitions

The following definitions apply to this section and are in addition to those shown on pages 6 and 7 of the policy.

Appointed representative – The **preferred law firm**, solicitor, or other suitably qualified person appointed by **us** to represent **you** under this section of the **policy**.

Costs

- a) All reasonable, necessary and proportionate legal fees, expenses and disbursements charged by the **appointed representative** and agreed by **us**. Legal fees, expenses and disbursements will be assessed on the standard basis or in accordance with any fixed recoverable costs scheme, if applicable.
- b) The fees incurred by **your** opponent which **you** are ordered to pay by a **court** and any other fees **we** agree to in writing.

Court – Court, tribunal or other suitable authority.

Preferred law firm – The law firm **we** choose to provide legal services. These legal specialists are chosen as they have the expertise to deal with **your** claim and must comply with **our** agreed service standards.

Reasonable prospects of success – **We** and the **appointed representative** agree that there is a better than 50% chance that **you** will:

- a) obtain a successful judgment; and
- b) recover **your** losses or damages or obtain any other legal remedy **we** agree to, including an enforcement of judgment, making a successful appeal or defence of an appeal.

Terms of appointment – A separate contract which **we** will require the **appointed representative** to enter into with **us** if they are not a **preferred law firm**. This contract sets out the amounts **we** will pay the **appointed representative** under **your policy** and their responsibilities to report to **us** at various stages of the claim.

Section H Motor Legal Protection continued

Territorial limits – Jersey, Guernsey, Isle of Man and any country which the Commission of the European Community approves as meeting the requirements of Article 8 of EC Directive 2009/103/EC on Insurance of Civil Liabilities arising from using motor vehicles.

✓ What is covered

This cover can be used to claim **your** uninsured losses if **you** and **your vehicle** are involved in a road traffic accident with a moving vehicle, as defined by the Road Traffic Act, where someone else is to blame.

We will pay the **costs** to help **you** claim **your** uninsured losses from the person who was to blame for the accident. The most **we** will pay for all claims, including any appeal or counterclaim that arise from the same incident is £100,000 (including VAT).

Cover will be provided as long as:

- we** and **your appointed representative** agree **your** claim has **reasonable prospects of success** for the duration of the claim;
- at the time of the incident, **your vehicle** is being used by a person identified in, and for a purpose allowed by, **your certificate of motor insurance**;
- the incident happens within the **territorial limits** and during a period cover was in force; and
- any legal proceedings will be carried out within the **territorial limits** by a **court**.

✗ Exceptions which apply to Section H - Motor Legal Protection cover

See also the general exceptions which apply to the whole **policy**.

We don't cover claims:

- costs** incurred the period before **we** accept **your** claim;

- fines, penalties, compensation or damages which **you** are ordered to pay by a **court**;
- disputes with **us** about this section of the **policy** other than as shown under 'How to complain' on page 30;
- loss or damage that is insured under another section of this **policy** or any other insurance policy;
- any appeal where **we** did not provide cover for the original claim; or
- incidents which occurred before the cover started;
- claims relating to psychological injuries or mental illness unless they result from an insured event that also causes physical bodily injury to **you**;
- claims against another person who is insured by this **policy**, where that person is to blame for the accident.

Conditions which apply to Section H – Motor Legal Protection cover

See also the general conditions which apply to the whole policy. General conditions 2 and 3 on page 26 do not apply to Section H – Motor Legal Protection.

1. Observing the policy terms

You must comply with all of the terms and conditions of this **policy**, take all reasonable precautions to minimise the cost of claims and to prevent a claim from happening.

If **our** position is prejudiced as a result of **you** not observing any of the terms and conditions of this **policy**, **we** have the right to:

- refuse or withdraw from any claim;
- refuse to pay **costs we** have already agreed to meet; and
- claim back from **you costs** that **we** have paid.

2. Reporting your claim

- a) **You** must report full and factual details of **your** claim to **us** within a reasonable time of it happening.
- b) **You** must send **us** any information that **we** ask for that is reasonable and relevant to **your** claim (**you** must pay any charges involved in providing this information).

3. Choosing an appointed representative

- a) **You** have the right to choose an **appointed representative** to safeguard **your** interests from the time **you** have the right to make a claim under this **policy**. This includes the right to choose an **appointed representative** to serve **your** interest in any inquiry or proceedings or if a conflict of interests arises.
- b) If **you** choose an **appointed representative** who is not a **preferred law firm** they must agree to act for **you** in line with **our terms of appointment** (**you** can ask **us** for a copy). Cover for their **costs** will only commence from the date they agree to **our terms of appointment**.
- c) The **appointed representative** will enter into a separate contract of appointment directly with **you**. **You** will be responsible for **costs** incurred by the **appointed representative** which are not authorised by **us**.

4. Co-operating with the appointed representative and us

- a) If **we** ask, **you** must tell the **appointed representative** to give **us** any documents, information or advice that they have or know about.
- b) **You** must fully co-operate with the **appointed representative** and **us**, and not take any action that has not been agreed by **your appointed representative** or by **us**.

- c) **You** must keep **us** and the **appointed representative** continually and promptly informed of all developments relating to the claim and provide **us** and the **appointed representative** immediately with all information, evidence and documents that **you** have or know about.
- d) **You** must get **our** permission before instructing a barrister or an expert witness.
- e) **We** can contact the **appointed representative** at any time, and he or she must co-operate fully with **us** at all times.

5. Barrister's opinion

If there are conflicting opinions over **reasonable prospects of success** **you** will be required to obtain an opinion from a barrister; the choice of the barrister needs to be agreed between **you** and **us**. **You** will be responsible for paying for the opinion unless it shows that **your** claim has **reasonable prospects of success**.

6. Settling or ending your claim

- a) **You** must tell **us** if anyone makes a payment into **court** or offers to settle **your** claim.
- b) **You** must not stop, settle, negotiate or withdraw from a claim or withdraw instructions from the **appointed representative** without **our** approval. **We** will not withhold **our** approval without good reason.
- c) If an **appointed representative** refuses to continue acting for **you** with good reason, or if **you** dismiss them without good reason, cover for **your** claim will end immediately unless **we** agree to appoint another **appointed representative**.

Section H Motor Legal Protection continued

- d) **We** can decide to settle **your** claim by paying **you** the compensation **you** are likely to be awarded by a **court** instead of starting or continuing **your** claim or legal proceedings. If **your** claim is not for damages, **we** may decide to settle **your** claim by paying **you** the equivalent financial value of **your** claim.
- e) **We** can refuse to pay further **costs** if **you** do not accept a payment into **court** to settle a claim, which **we** or **your appointed representative** considers should be accepted.
- f) **We** can refuse to pay further **costs** if **we** or the **appointed representative** consider that those **costs** would be disproportionate to the value of the claim.
- g) **You** must tell **us** if **your** claim no longer has **reasonable prospects of success**.
- h) **We** can refuse to pay further **costs** if **your** claim no longer has **reasonable prospects of success**.

7. Assessing and recovering costs

- a) **We** have the right to have **costs** certified by the appropriate professional body, audited by costs draftsmen **we** choose or assessed by a **court**.
- b) **You** must tell **your appointed representative** to claim back all **costs** that **you** are entitled to. If **costs we** have paid are recovered, **you** must refund them to **us**.
- c) **We** and **you** will share any **costs** that are recovered where:
- We** refused to pay further **costs** and **you** paid more **costs** to end **your** claim.
 - You** chose to pay the difference between the **costs we** offered to the **appointed representative** under **our terms of appointment** and the **costs** charged by the **appointed representative**.

We and **you** will each receive the same percentage of the recovered **costs** as originally paid.

8. Cancellation

You can cancel this section of **your** policy at any time by telling **us** either over the phone or in writing.

- If **you** cancel this section before cover is due to start, **we** will return any premium **you** have paid in full.
- If **you** cancel this section after it has started **we** will return any premium paid less a charge for the number of days for which cover has been given.

We will not refund any premium if **you** have made a claim or if one has been made against **you** during the period of cover.

Section Ji Guaranteed Hire Vehicle

This section only applies if it is shown on **your** insurance schedule.

Definitions that apply to Guaranteed Hire Vehicle

Hire Vehicle – A small car derived van or similar that is supplied to **you** by the **hire company** on a temporary basis. This vehicle should keep you mobile but may not be the same as your vehicle in terms of its size, type, value or status.

Hire company – The company that **we** instruct to give **you** the **hire vehicle**.

Hire period – The period **we** will pay for the **hire vehicle**, up to 14 days in a row, for any one incident.

✓ What is covered

If **your vehicle** is damaged as a result of an accident, fire or theft, or if it is stolen and not recovered, **we** will arrange for the **hire company** to provide **you** with a **hire vehicle**, as long as the loss takes place in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and **we** are dealing with **your** claim under Sections B or C of **your policy**. **You** may be charged a refundable deposit, when **you** take delivery of the **hire vehicle**. The deposit will be refunded on return of the **hire vehicle** to the **hire company**, subject to the **hire company's** terms and conditions. The **hire vehicle** should keep **you** mobile. It may not be a similar size, type, value or status to **your vehicle**.

The most we will pay

If **we** are unable to provide **you** with a **hire vehicle** because:

- **you** suffer an injury during the accident which prevents **you** from driving; or
- **your vehicle** has been professionally adapted or converted to carry a disabled driver or passenger and a suitable **hire vehicle** is not available; or
- there are no **hire vehicles** available and no alternative vehicles are available for hire.

We will reimburse **your** travel costs (up to £15 a day over the 14 days following **your** claim).

✗ What is not covered

We will not provide **you** with a **hire vehicle** if **you** are only claiming for windscreen or glass damage.

We will not pay for **your hire vehicle** for longer than the shortest of the following periods:

- the **hire period**;
- more than three days after payment has been issued to settle **your** claim; or
- if more than one payment is to be made to settle **your** claim, up to three days after the first payment has been made.

Conditions that apply to this section

1. **You** may only use the **hire vehicle** whilst **your vehicle** remains off the road or whilst **your vehicle** is with an **approved repairer** as a result of an accident, fire or theft covered by this Section Ji.

2. When **you** are driving the **hire vehicle** during the **hire period**, it is insured under **your policy**. This means that any claim for injury, loss or damage that takes place will be made under **your policy**, as long as the driver, or the person last in charge of **your vehicle**, is permitted to drive under **your policy** in accordance with **your certificate of motor insurance**. Any payments **we** have to make under **your policy** for loss or damage to the **hire vehicle** will be made to the **hire vehicle company**. **You** will also have to pay any **excess** that applies as if the claim was made for **your vehicle**.
3. **You** may only use the **hire vehicle** in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands, unless the **hire vehicle company** gives **you** permission and appropriate insurance cover.
4. All requests for the reimbursement of travel costs will need to be substantiated with documentary evidence; otherwise we may not be able to reimburse **you**.
5. The terms and conditions of the **hire vehicle company** apply as well as **ours**. **You** will be given a copy of the **hire vehicle company's** terms and conditions when **you** receive the **hire vehicle**. If there is any difference between **our terms** and conditions and the terms and conditions of the **hire vehicle company**, **our terms** and conditions will apply.
6. If **you** cancel Guaranteed Hire Vehicle within 14 days of cover starting or within 14 days of receiving **your** documents (whichever occurs later), **we** will return any premium paid, unless **you** have been provided with a **hire vehicle** during the same **period of insurance**.
7. If **you** cancel Guaranteed Hire Vehicle at a later date than as set out in 6 above, a pro-rata refund will be given, unless **you** have been provided with a **hire vehicle** during the same **period of insurance**.

Section Jii Guaranteed Hire Vehicle Plus

This section only applies if it is shown on the **schedule**.

Definitions that apply to Guaranteed Hire Vehicle Plus

Hire vehicle – A similar physical size van to **your vehicle**, if such size is available, that is supplied to **you** by the **hire company** on a temporary basis. This vehicle should keep you mobile but may not be the same as your vehicle in terms of its size, type, value or status.

Hire company – The company that **we** instruct to give **you** the **hire vehicle**.

Hire period – The period **we** will pay for the **hire vehicle**, up to 21 days in a row, for any one incident.

✓ What is covered

If **your vehicle** is damaged as a result of an accident, fire or theft, or if it is stolen and not recovered, **we** will arrange for the **hire company** to provide **you** with a **hire vehicle**, as long as the loss takes place in the Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and **we** are dealing with **your** claim under Sections B or C of **your policy**. **You** may be charged a refundable deposit, when **you** take delivery of the **hire vehicle**. The deposit will be refunded on return of the **hire vehicle** to the **hire company**, subject to the **hire company's** terms and conditions. The **hire vehicle** should keep **you** mobile. Although **we** aim to provide **you** with a **hire vehicle** that is a similar physical size to **your vehicle**, this is subject to availability. Therefore, the **hire vehicle** may not be the same as **your vehicle** in terms of its size, type, value or status.

The most we will pay

If **we** are unable to provide you with a **hire vehicle** because:

- **you** suffer an injury during the accident which prevents **you** from driving, or
- **your vehicle** has been professionally adapted or converted to carry a disabled driver or passenger and a suitable **hire vehicle** is not available, or
- there are no **hire vehicles** available and no alternative vehicles are available for hire.

We will reimburse **your** travel costs (up to £50 a day and up to a maximum of £500 over the 21 days following **your** claim).

X What is not covered

We will not provide **you** with a **hire vehicle** if **you** are only claiming for windscreen or glass damage.

We will not pay for **your hire vehicle** for longer than the shortest of the following periods:

- the **hire period**;
- more than three days after payment has been issued to settle **your** claim; or
- if more than one payment is to be made to settle **your** claim, up to three days after the first payment has been made.

Conditions that apply to this section

1. **You** may only use the **hire vehicle** whilst **your vehicle** remains off the road or whilst **your vehicle** is with an **approved repairer** as a result of an accident, fire or theft covered by this Section Jii.
2. When **you** are driving the **hire vehicle** during the **hire period**, it is insured under **your policy**. This means that any claim for injury, loss or damage that takes place will be made under **your policy**, as long as the driver, or the person last in charge of **your vehicle**, is permitted to drive under **your policy** in accordance with **your certificate of motor insurance**. Any payments **we** have to make under **your policy** for loss or damage to the **hire vehicle** will be made to the **hire vehicle company**. **You** will also have to pay any **excess** that applies as if the claim was made for **your vehicle**.
3. **You** may only use the **hire vehicle** in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands, unless the **hire vehicle company** gives **you** permission and appropriate insurance cover.
4. All requests for the reimbursement of travel costs will need to be substantiated with documentary evidence; otherwise we may not be able to reimburse **you**.
5. The terms and conditions of the **hire vehicle company** apply as well as **ours**. **You** will be given a copy of the **hire vehicle company's** terms and conditions when **you** receive the **hire vehicle**. If there is any difference between **our terms** and conditions and the terms and conditions of the **hire vehicle company, our terms** and conditions will apply.
6. If **you** cancel Guaranteed Hire Vehicle Plus within 14 days of cover starting or within 14 days of receiving **your** documents (whichever occurs later), **we** will return any premium paid, unless **you** have been provided with a **hire vehicle** during the same **period of insurance**.
7. If **you** cancel Guaranteed Hire Vehicle Plus at a later date than as set out in 6 above, a pro-rata refund will be given, unless **you** have been provided with a **hire vehicle** during the same **period of insurance**.

General exceptions which apply to sections A to H

You are not covered for any of the following.

X 1. Who uses your vehicle

We will not cover any injury, loss, damage or liability which takes place while **your vehicle** is being:

- driven by any person not described as entitled to drive by the **certificate of motor insurance** or **schedule**;
- used for any purpose not allowed by the **certificate of motor insurance** or **schedule**;
- driven by someone who does not have a valid driving licence or is disqualified from holding or obtaining such a licence or is breaking the conditions of their driving licence.

This exception does not apply if **your vehicle** is:

- with a member of the motor trade for maintenance or repair;
- stolen or taken away without **your** permission; or
- being parked by an employee of a hotel, restaurant or car-parking service.

X 2. Contracts

We will not cover any legal liability that arises as a result of **you** entering into any agreement or contract, unless **you** would have been liable even without such an agreement or contract.

X 3. Radioactivity

We will not cover any injury, loss, damage or liability caused or contributed to by:

- ionising radiation or radioactive contamination from any nuclear fuel, or waste; or
- the radioactive, toxic, explosive or other dangerous properties of nuclear equipment or its nuclear parts.

X 4. War

We will not cover any injury, loss, damage or liability caused by war, invasion, revolution or a similar event except as strictly required under the **Road Traffic Act**.

X 5. Riot

We will not cover any loss or damage caused by riot or civil commotion outside Great Britain, the Isle of Man or the Channel Islands. This exception does not apply to section A of this **policy**.

X 6. Use on airfields

We will not cover injury, loss, damage or liability caused by using any vehicle insured under this **policy** in any area where aircraft are normally found to be landing, taking off, moving or parked.

X 7. Pollution

We will not cover any injury, loss, damage or liability caused by pollution or contamination, unless the pollution or contamination is caused by a sudden, identifiable, unexpected and accidental incident which happens during the period of insurance.

X 8. Recovery of seized vehicles

We will not cover securing the release of a motor vehicle, other than **your vehicle**, which has been seized by, or on behalf of, any government or public authority.

X 9. Construction and use

We will not cover any injury, loss, damage or liability that happens while any vehicle insured under this **policy** is being:

- used to carry passengers or goods in a way likely to affect the safe driving and control of the vehicle;
- used for carrying dangerous loads.

X 10. Hazardous locations

We will not cover any injury, loss, damage or liability caused by using any vehicle insured under this **policy** in a **hazardous location**.

General conditions **General conditions which apply to sections A to H**

1. Providing Accurate Information

The **policy** will include Guaranteed Hire Vehicle/Guaranteed Hire Vehicle Plus and/or Motor Legal Protection if **you** have purchased this.

We will only provide the cover set out in the policy if you keep to all the terms and conditions of the policy.

It is important to ensure that all information given to **us**, including relating to all drivers under the **policy**, is correct to the best of **your** knowledge. Failure to provide correct information or inform **us** of any changes could adversely affect **your policy**, including invalidating **your policy** or claims being rejected or not fully paid.

2. Notification of accidents and losses

You must tell **us** as soon as reasonably possible about any incident which may lead to a claim under this **policy**. If **you** receive any notice of prosecution, inquest or fatal accident inquiry or **you** are sent a writ, summons, claim or letter, **you** must send it to **us**, unanswered, as soon as possible.

This condition does not apply to section H.

3. Claims procedure – Our rights and your obligations

a. You must not admit liability for or negotiate to settle any claim without **our** written permission.

b. We are entitled to:

- take over and carry out the negotiation, defence or settlement of any claim in **your** name, or in the name of any other person covered by this **policy**;
- take proceedings in **your** name, or in the name of any other person covered by, and in connection with, this **policy** for **your**, or **our** own, benefit.

c. You must give **us** any information and help **we** need.

This condition does not apply to section H.

4. Administration Fee

If you make any temporary or permanent changes to your policy during the year, you will not be charged an administration fee. Any premium change as a result of the amendment will still be applicable.

5a. Cancellation by us

We have the right to cancel **your policy** at any time by giving **you** at least 7 days' notice in writing where there is a valid reason for doing so. This also applies in any situation where **we** have agreed to provide cover even if this has not yet started.

We will send **our** cancellation letter to the latest address we have for **you**.

Valid reasons may include but are not limited to:

- where **you** are required in accordance with the terms of this **policy**, to co-operate with **us**, or send **us** information or documentation and **you** fail to do so in a way that substantially affects **our** ability to process **your** claim, or deal with **your policy**;
- where there are changes to **your** circumstances which mean **you** no longer meet **our** criteria for providing **motor insurance**;
- where **you** have used threatening or abusive behaviour or language or **you** have intimidated or bullied **our** staff or suppliers;
- where **we** reasonably suspect fraud.

If **we** cancel **your policy** **we** will return the premium paid less the amount for the period the **policy** has been in force.

If **you** have made a claim or if one has been made against **you** and **we** cancel **your policy**, **we** will return the premium paid, less a charge for the number of days for which cover has been given.

If **you** are a resident of Northern Ireland, Isle of Man or the Channel Islands **you** must return the **certificate of motor insurance** to **us**.

If **we** cancel due to non payment of premium please see condition 11 'If **you** miss a payment'.

5b. Cancellation by you

You can cancel this **policy** at any time by telling **us** either over the phone or in writing.

Cancelling the Direct Debit instruction does not mean **you** have cancelled the **policy**.

- If **you** cancel before **your policy** is due to start, **we** will return any premium **you** have paid in full.
- If **you** cancel within 14 days of the **policy** starting or within 14 days of receiving **your** documents (whichever occurs later) **we** will return any premium paid less a charge for the number of days for which cover has been given.
- If **you** cancel after those 14 days have passed, **we** will return any premium paid less:
 - a charge for the number of days for which cover has been given; and
 - an administration fee as shown in the **schedule**.

We will not refund any premium if **you** have made a claim or if one has been made against **you** during the period of cover (regardless of whether **you** pay annually or by monthly instalments under a credit agreement).

If **you** pay by instalments under a credit agreement **you** must pay to **us** (1) all instalment payments that have already fallen due under the credit agreement and remain unpaid, and (2) the total remaining balance under the credit agreement. If **we** agree to pay **your** claim and **you** have not paid the amounts due to **us** under (1) and (2) above, **we** may reduce the amount that **we** pay in settlement of **your** claim by the amount that **you** owe **us**. Alternatively, **we** may write to **you** asking **you** for the full payment.

If **you** are a resident of Northern Ireland, Isle of Man or the Channel Islands **you** must return the certificate of motor insurance to **us**.

5c. Cancellation on renewal

- If **you** cancel before the new period of insurance (renewal) is due to start, **we** will return any premium paid in full.
- If the new period of insurance (renewal) has started and **you** cancel within 14 days of it starting or within 14 days of receiving **your** documents (whichever occurs later), **we** will return any premium paid less a charge for the number of days for which cover has been given.
- If **you** cancel after those 14 days have passed, **we** will return any premium paid less a charge for the number of days for which cover has been given and an administration fee as shown in **your schedule**.

If **you** have made a claim, or one has been made against **you**, the balance of the year's premium will become payable.

If **you** are a resident of Northern Ireland, Isle of Man or the Channel Islands **you** must return the certificate of motor insurance to **us**.

5d. Suspensions

You can suspend this **policy** at any time by telling **us** either over the phone or in writing. Please return the certificate of motor insurance.

- If **you** suspend cover **we** will retain any premium paid. If **you** are paying by instalments, **you** must continue paying instalments during the period of suspension.
- If cover is suspended for 28 days or more in a row or if the **policy** expiry date passes during the period of suspension, **we** will refund **you** a portion of **your** premium for the suspension period. If cover is suspended for 27 days or less in a row and reinstated before the **policy** expiry date **we** will not refund any premium.

General conditions continued

If **you** have made a claim, or one has been made against **you**, the balance of the year's premium will become payable.

If **you** suspend the **policy**, this will include suspension of Guaranteed Hire Vehicle/ Guaranteed Hire Vehicle Plus and/or Motor Legal Protection if **you** have purchased this.

6. Taking care of your vehicle

You and any person who is covered by this **policy** must:

- make sure **your vehicle** is roadworthy;
- take all reasonable steps to protect **your vehicle** and its contents from loss or damage;
- make sure any manufacturer's standard security device fitted to **your vehicle** is operational when **your vehicle** is left unattended;
- make sure **you** keep any property left in a **pick up** out of sight in a locked cab or locked glove compartment; and
- allow **us** to examine **your vehicle** at any reasonable time if **we** ask **you**.

7. Vehicle sharing

Your policy covers **you** for carrying passengers for social or similar purposes in return for payment. But it does not cover **you** if:

- **your vehicle** is made or adapted to carry more than eight people (including the driver);
- **you** are carrying the passengers as customers of a passenger-carrying business; or
- **you** are making a profit from the passengers' payments.

If **you** are not sure whether a vehicle-sharing arrangement is covered by the **terms** of this **policy**, please contact **us**.

8. Modifications to your vehicle

You must tell **us** what modifications **you** intend to make and obtain **our** agreement prior to making them. **Modifications** are changes to **your** vehicle's standard

specification, including optional extras. These include, but are not restricted to, changes to the appearance and/or the performance of **your** vehicle (including wheels, suspension, bodywork and engine).

Failure to provide correct information or inform **us** of any changes could adversely affect **your policy**, including invalidating **your policy** or claims being rejected or not fully paid.

9. Fraud

You must be honest in **your** dealings with **us** at all times.

We will not pay a claim that is in any way fraudulent, false or exaggerated.

If **you**, any person insured under this **policy** or anyone acting on **your** behalf attempts to deceive **us** or knowingly makes a fraudulent, false or exaggerated claim:

- **your policy** may be cancelled;
- **we** may reject **your** claim and any subsequent claims;
- **we** may keep any premium **you** have paid.

What happens if **we** discover fraud

We have the right to cancel any other products **you** hold with **us** and share information about **your** behaviour with other organisations to prevent further fraud. **We** may also involve the relevant authorities who are empowered to bring criminal proceedings. If a fraudulent, false or exaggerated claim has been made under any other **policy** **you** hold with **us**, **we** may cancel this policy.

10. Other insurance

If **you** have other insurance which covers the same injury, loss, damage or liability, **we** will not pay more than **our** share of **your** claim.

This does not apply to personal accident benefit (see section E).

11. If you miss a payment

If **we** have been unable to collect the instalment payment(s) due under **your** credit agreement on the date(s) due, **we** will write to **you** in order to give **you** the opportunity to make the payment(s).

If any instalment amount remain(s) unpaid by the date we set out in our letter, we will give you 14 days' notice that we will cancel **your** policy, and inform **you** in writing when this cancellation has taken place.

If **you** have made a claim, or one has been made against **you** before the date that **we** cancel the policy **you** must pay to **us** (1) all instalment payments that have already fallen due under the credit agreement and remain unpaid, and (2) the total remaining balance under the credit agreement. If **we** agree to pay **your** claim and **you** have not paid the amounts due to **us** under (1) and (2) above, **we** may reduce the amount that **we** pay in settlement of **your** claim by the amount that **you** owe **us**.

Alternatively, if **you** are in arrears at the time of the claim, we may refuse your claim.

12. If you owe us an additional premium

We may refuse **your** claim. If we agree to allow **your** claim, we may deduct any additional premium from any claim payment **we** make to **you** or **we** may proportionately reduce any payment **we** make to **you**.

13. People involved in this contract

This contract is between **you** and **us**. Nobody else has any rights they can enforce under this contract except those they have under the **Road Traffic Act**.

14. Automatic renewal

When **your** policy is due for renewal, **we** may offer to renew it for **you** automatically using the payment details **you** have already given, unless **we** or **you** have advised otherwise. **We** will write to **you** at least 21 days before **your** policy ends and before taking any payment to confirm **your** renewal premium and policy terms. If **you** do not want to renew **your** policy **you** must call **us** before **your** renewal date to let us know.

It is not possible to offer automatic renewal with all payment methods so please check **your** renewal invite for further details.

If **we** are unable to offer renewal terms **we** will write to **you** at **your** last known address to let **you** know.

15. Vehicle registration

To be covered by this **policy your vehicle** must be registered in, or be in the process of being registered in, the UK, the Channel Islands or the Isle of Man.

Important information about your policy

How to make a claim

Here are some important numbers you'll need if you have an accident:

- **Claims helpline: 0345 301 2882**
- **24-hour accident recovery: 0800 269 015**
- **Customer services: 0345 301 2882**

Store these numbers in your phone so you have them available if needed. **Even if you don't make a claim on your vehicle**, it's important to let us know about the accident **as quickly as possible**. This will enable us to **contact the other party** and resolve the entire claim, giving you the best service and keep the costs down.

We're here to support you when accidents happen, so we've put together some useful steps for you to follow to help make the process smoother.

What to do when you've had an accident:

1. **Safety comes first**. Stop at the scene of the accident and if there are any injuries or if any driver involved hasn't stopped, call the police and emergency services.
2. **Take photos** of the accident if it's safe to do so, including any vehicles involved. Remember that dash cam footage could be useful too.
3. **Other driver/vehicle details** – Ask the other party for their contact details. Take down their vehicle registration, name, address and telephone number and give the third party yours. Don't accept blame for the accident.

4. **Witnesses** – If any passers by have stopped, you can ask for their contact details. These may be needed later for a statement if blame is being disputed.
5. **Call us**. Giving us a call as soon as possible means you'll have the details fresh in your mind and means we can help you and the third party sooner, get you back on the road as quickly as possible.

How to make a complaint

We understand that things don't always go to plan and there may be times when you feel we've let you down. If this happens, we want you to tell us. We'll do our best to put things right as soon as possible or explain something we could have made clearer.

We'd like you to speak to us about your problem by calling this number **0800 051 0140** or **01239 636 070**. If you'd prefer to write to us you can send the letter to Customer Relations Manager
Churchill Court
Westmoreland Road
Bromley
BR1 1DP

Our staff are empowered to support you and will aim to resolve most issues within three working days, following receipt of your complaint.

If your complaint can't be resolved within three working days, we'll contact you to let you know who will be dealing with it and what the next steps are.

We will keep in regular contact with you. You'll also receive the following written communication from us depending on how long it takes us to resolve your complaint

Other things we need to tell you

Communication Type	When will you get this?	What will it tell you?
Summary Resolution Communication	If we've been able to resolve your complaint to your satisfaction within 3 working days, following receipt of your complaint.	It will let you know your complaint has been resolved and tell you about the Financial Ombudsman Service (FOS).
Acknowledgement	If we've been unable to resolve your complaint to your satisfaction within 3 working days, following receipt of your complaint.	It will let you know our complaint handling process and information about the Financial Ombudsman Service.
Unable to reach resolution within 8 weeks	If we've been unable to resolve your complaint within 8 weeks.	It will let you know why we are not in a position to give you our final response and when we expect to be able to provide this. We'll also let you know about your right to contact the Financial Ombudsman Service.
Final Response	If we've been unable to resolve your complaint within 3 working days, we'll send you our Final Response when we've completed our investigations. We'll do our best to send this at the earliest opportunity.	<p>This is a detailed response, which will outline:</p> <ul style="list-style-type: none"> • our investigation • the decision • next steps, if applicable <p>It will also provide information about the Financial Ombudsman Service.</p>

Important information about your policy continued

Other things we need to tell you

Independent Review

If we don't complete our investigations within 8 weeks of receiving your complaint or you're unhappy with our response, you may ask the Financial Ombudsman Service to look at your complaint. This is a free and independent service. If you decide to contact them, you should do so within 6 months of our response letter. Referring your case to the Financial Ombudsman Service will not affect your legal rights.

You can contact them by:

Email:

complaint.info@financial-ombudsman.org.uk

Phone:

UK: 0300 123 9123 or 0800 023 4567

Abroad: +44 20 7964 0500

Writing to:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Their website also has a great deal of useful information:

www.financial-ombudsman.org.uk

European Online Dispute Resolution Platform

If you, an individual, purchased your policy online mainly for your own private use there is now an Online Dispute Resolution (ODR) platform created by the EU Commission, which can help with resolving disputes. You can enter any complaint, other than for trade, about your policy onto the ODR. This will forward your complaint to the correct Alternative Dispute Resolution scheme. For insurance complaints in the UK this is the Financial Ombudsman Service. Their contact details are above, if you prefer to contact them directly. For more information about ODR please visit <http://ec.europa.eu/odr>.

If **your** complaint relates to Section H – Motor Legal Protection, **you** can refer **your** complaint to arbitration instead (where an independent person, known as an arbitrator, makes a decision to settle the dispute). The arbitrator will be a solicitor or barrister or other suitably qualified person that **you** and **we** agree on. If **you** and **we** cannot agree then **we** will ask the Chartered Institute of Arbitrators to decide. The arbitrator's decision will be final and whoever does not win will have to pay all costs and expenses.

Details about our regulator

U K Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 202810. The Financial Conduct Authority website, which includes a register of all regulated firms, can be visited at www.fca.org.uk, or the Financial Conduct Authority can be contacted on 0800 111 6768.

Financial Services Compensation Scheme

General insurance claims are covered by the Financial Services Compensation Scheme. Full details of the cover available can be found at www.fscs.org.uk. U K Insurance Limited is a member of this scheme.

Motor Insurance Database

Information relating to your policy will be added to the Motor Insurance Database (MID) managed by the Motor Insurers' Bureau (MIB). The MID and the data stored on it may be used by certain statutory and/or authorised bodies including the police, the DVLA, the DVANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

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

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

Persons (including 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. It is our responsibility to update your policy to the MID. We fully comply with the agreements in place with the MIB to update your details within seven days; however it is important that you check your policy documents ensuring that the registration number is recorded correctly.

If it is incorrectly shown on the MID you are at risk of having your vehicle seized by the police. You can check that your correct registration number is shown on the MID at www.askMID.com.

If the registration number is not shown correctly on your policy documents, or you cannot find your vehicle on the MID, please contact us immediately.

Can we help?

Find answers at

www.directlineforbusiness.co.uk/van-insurance/faqs

Claims Helpline

0345 301 2882

Customer Services

0345 301 2882

24-hour accident recovery helpline

0800 269 015

If you would like a Braille, large print or audio version of your documents, please let us know.

Direct Line insurance policies are underwritten by U K Insurance Limited, Registered office: The Wharf, Neville Street, Leeds LS1 4AZ. Registered in England and Wales No.1179980. U K Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Calls may be recorded.



direct line

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