

**Policyfast**



# Fleet Insurance



## Welcome to Policyfast

Welcome to Your new Fleet Policy exclusively arranged via Policyfast Limited and Underwritten by Ageas Insurance Limited.

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## Useful telephone numbers

Onecall **0345 125 8833** (or +44 2380 352943 if you are calling from outside the UK)

The Onecall claims helpline is open 24 hours a day, 365 days a year  
Broken windscreens and windows 0800 174764.

The windscreen helpline is open 24 hours a day, 365 days a year.

## Important information

Under general policy condition 12 on page 13, you must tell us about any of the following changes within the timescales mentioned. If you do not tell us about these changes, your policy may no longer be valid or we may not pay your claim. These changes may result in a change to your premium and/or excess.

- Any changes to the vehicle must be notified prior to cover being required to ensure that an appropriate certificate is issued i.e. you change the vehicle or its registration number, you get another vehicle or you sell the vehicle. You must supply details of any vehicle whose use is insured under this policy as required by the relevant law applicable within Great Britain and Northern Ireland for entry on the Motor Insurance Database. No cover applies under this policy for the vehicle until a certificate has been issued.
- Anyone who drives the vehicle gets a motoring conviction that includes any period of disqualification or results from the death of any person. These must be notified immediately you become aware of them.
- You change the purpose the vehicle is used for. This must be notified immediately as the certificate may need amendment.
- You change your address. This must be notified immediately.
- The vehicle is involved in an accident or fire, or someone steals, damages or tries to break into it. This must be notified immediately.
- You change your business name or trading title. This must be notified immediately.

Please ask your insurance adviser or us for help if you are not sure whether certain information needs to be disclosed.

## What to do if you have an accident

### The Law

- You must stop if you are involved in any incident involving an injury to any person or certain animals, or if other vehicles or roadside property are damaged. If you own the vehicle, you must give your name, address and insurance details to anyone who has a good reason for asking. If you do not own the vehicle, you must give the owner's name and address and the registration number of the vehicle.
- If there is an injury or you do not give your details to anyone at the scene, you must report the incident to the police within 24 hours and present your certificate within five days.

### To help with the claims process

- Do not apologise or admit fault.
- Try to collect the following information to give to the Onecall claims helpline. This will help us to speed up your claim.
  - Full details of the other drivers, including their phone numbers, and the registration numbers of all vehicles involved. This will allow us to contact anybody else involved straight away and, if you are not at fault endeavour to recover any money we pay.
  - Injuries caused.
  - Property damage.
  - Witnesses (if there are any).
  - Police officers and report references.
  - Full details of what happened.
  - Taking photos with a camera or mobile phone can help to confirm certain accident details.
  - Full details of the driver of your vehicle or the last person in charge of the vehicle.

### Next steps

- Call the Onecall 24-hour claims helpline on 0345 125 8833. If you are calling from outside the UK, please call +44 2380 352943
- Onecall will collate the information and send you a report form to fill in if required.
- There will be a phone number on all correspondence from our claims department for you to call if you need to contact us. Please remember to have your claim number ready when you call.
- Please remember to remove all personal belongings from the vehicle before it is taken for assessment or repair.
- Please see page 9 for details on how we settle your claim for sections A, B or C.

## Important note

Ageas Insurance Limited are not responsible for recovering your uninsured losses such as your policy excess. You should contact your insurance adviser directly to see if any separate insurance cover has been arranged.

## Broken windscreens and windows

**The windscreen helpline is open 24 hours a day, 365 days a year**

If you have windscreen cover:

- Call **0800 174764** to arrange for the glass to be repaired or replaced. If you phone this number and use one of our chosen glass companies, cover is unlimited, subject to any policy excess.
- Repairing a windscreen or window instead of replacing will save you paying any applicable policy excess. Ask when calling the Ageas Insurance Glassline on the number above.

If you are registered for VAT then you will be responsible for the payment of the amount direct to the repairer.

If you do not have windscreen cover, you can still phone the number above but you will have to pay the cost of replacing or repairing the windscreen or window.

## ONECALL 0345 125 8833

**If you are calling from outside the UK, please call +44 2380 352943**

**The claims helpline is open 24 hours a day, 365 days a year**

Onecall is a first-response service with operators who can confirm whether your policy covers you for the incident. Remember to ensure that your drivers save this number in their mobile phone so that they will have it available if they have an accident.

We may record or monitor calls for training purposes, to improve the quality of our service and to prevent and detect fraud.

### Start of the claims process

- If your vehicle is involved in an incident or you need to make a claim, please phone us as soon as possible.
- To help us deal with your call efficiently, please ensure the drivers have your certificate number and details of the incident with them when they call. If they are at the scene of the accident when they call Onecall and do not have your certificate number with them, please give us the vehicle registration number. (To speed up the process please ensure you keep the motor insurance database up to date with your vehicle details).
- We will collect the information and send you a report form to fill in, if required.
- We will answer all correspondence within five working days of receiving it.

Repair service for an incident in the geographical limits	
<b>Message relay</b>	We can pass messages to friends, family or colleagues.
If damage to the vehicle is covered under the policy.	
<b>Repairs</b>	If the vehicle can be repaired and the vehicle is within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands, we will arrange for one of our approved repairers to contact you to arrange to collect the vehicle.
<b>Authorisation</b>	In this situation you do not need to get any estimates, and repairs can begin immediately after we have authorised them.
<b>Delivery</b>	When the work is done, our repairer will contact you to arrange a convenient time to deliver the vehicle back to you within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.
<b>Paying for repairs</b>	We will pay the repair bill. All you need to do is pay any policy excess and/or VAT (if it applies) directly to our repairer when they deliver the vehicle back to you.
<b>Get-you-home service</b>	If the vehicle is not roadworthy after an incident which occurs within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands, we can arrange to get the driver and the passengers home or to your planned destination. If they cannot complete their journey, we will pay for overnight accommodation up to £50 for each person (up to £250 in total).

If damage to the vehicle is covered under the policy.	
<p><b>Keeping you mobile while your vehicle is being repaired within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands</b></p>	<p>If your vehicle is insured for comprehensive cover, to keep you mobile, we offer the following</p> <ul style="list-style-type: none"> <li>If your vehicle is a car, and you are using one of the Ageas approved repairers, you will be offered a small courtesy car while yours is being repaired. Once we have decided that your car can be economically repaired and if it cannot be driven, we will provide the courtesy car on the next working day for as long as the repairs take. If your car can still be legally driven, we will deliver the courtesy car when your car is collected for repairs.</li> </ul> <p>The repairer may, with your agreement, provide an alternative solution more suitable to your requirements.</p> <ul style="list-style-type: none"> <li>If your vehicle is a goods carrying commercial vehicle, with a revenue weight of up to 3.5 tonnes, we will arrange for a supplier to provide you with a replacement vehicle for up to 14 consecutive days if your vehicle is unroadworthy following an accident. The vehicle provided will be: <ul style="list-style-type: none"> <li>a car-derived style van, where your vehicle weighs up to 1.8 tonnes revenue weight</li> <li>a panel van, where your vehicle weighs between 1.8 and 3.5 tonnes revenue weight.</li> </ul> </li> </ul> <p>The supplier will provide the replacement vehicle for the shorter of 14 consecutive days, until the vehicle is repaired, or until we make a settlement offer because the vehicle is a total loss. The service depends on a suitable replacement vehicle being available from the supplier. Whilst we will do what we can to make a replacement vehicle available, neither the supplier nor we will be liable to pay any compensation, or provide a vehicle from another source if a suitable vehicle is not available.</p> <p>This cover also applies to vehicles damaged by fire, or stolen and recovered, provided the vehicle is repairable.</p> <p>For full terms and conditions see pages 7-9.</p>
<p><b>If the vehicle cannot be repaired</b></p>	<p>If your vehicle cannot be economically repaired, we will offer a settlement amount within one week of the date we receive the engineer's report. Once this amount is agreed, we will send you (or the leasing, contract hire or hire purchase company) a cheque by first-class post, within one working day of receiving satisfactory vehicle documents. The vehicle will then become our property.</p> <p>If your vehicle is a total loss ( a write-off) you must arrange for all the original documents that we ask for to be sent to us (for example, the vehicle registration document V5C). We will arrange for an appointed salvage agent to collect the vehicle and dispose of it. Please remember to remove all your personal belongings from the vehicle before it is collected.</p>

## Contract of insurance

### Introduction

This policy is a contract between **you** and **us**. It is not **our** intention that the Contracts (Rights of Third Parties) Act 1999 gives anyone else either any rights under this policy or the right to enforce any part of it.

In return for **you** paying or agreeing to pay the premium, **we** will provide cover, under the terms of this contract of insurance, against accidental injury, loss or damage that happens during the **period of insurance** and within the **geographical limits**. **Our** liability will in no case exceed the amount of any sum insured or limit of indemnity stated in this policy, the **schedule** or any **endorsement** to this policy.

It is an offence under the Road Traffic Act to make a false statement or withhold any material information for the purposes of obtaining a **certificate**. Failure to disclose all material facts could render **your** insurance invalid and not give protection in the event of a claim. Material facts are those that **we** would regard as likely to influence the acceptance and assessment of this risk. If **you** are in any doubt about the facts considered material, **you** should disclose them. **We** will be happy to give **you** advice if **you** wish.

In this policy:

- Any reference to the singular will include the plural and vice versa.
- Any reference to any statute or statutory instrument will include any modifications or re-enactment thereto.
- Any heading in this policy is for ease of reference only and does not affect its interpretation.

**You** must read this policy, the **certificate**, the **schedule** and the Commercial Motor Endorsement Wording document together. The **schedule** tells **you** which sections of the policy apply. Please check all documents carefully to make sure that they give **you** the cover **you** want.

## Definitions

Throughout this policy certain words and phrases are printed in **bold**. These have the meanings set out below.

### Accessories

- a Parts or products specifically designed to be fitted to or used with the **vehicle** including spare parts
- b Entertainment systems, communications, navigation or other electronic equipment only if permanently fitted to the **vehicle** excluding electronic equipment temporarily sited in and removable from the **vehicle** being powered from a cigarette lighter or accessory socket.

### Business partner

Any person in business with **you** under the terms of a partnership agreement (whether express or implied by law).

### Car

Any private car, estate car or utility car.

### Certificate

The proof of the motor insurance **you** need by law. The **certificate** shows:

- a what **vehicle** is covered
- b who is allowed to drive the **vehicle** and
- c what the **vehicle** can be used for.

If **your certificate** allows driving by any **driver**, please refer to **your schedule** for any restrictions that may apply.

### Commercial vehicle

A motor vehicle other than a **car**, **motorcycle** or **minibus**.

### Costs and expenses

- a claimants' costs and expenses
- b costs and expenses incurred with **our** consent in defending any claim
- c costs incurred with **our** consent for:
  - i solicitors' fees for representation at any coroner's inquest, fatal accident inquiry or court of summary jurisdiction (including a court of equal status in any country within the **geographical limits**)
  - ii legal costs for defending a charge of manslaughter or causing death by dangerous or careless driving or any equivalent charge within the **geographical limits**

arising from an incident covered under this policy.

### Driver

Any person driving the **vehicle** and entitled to do so under the terms of the **certificate**.

### Endorsement

A clause, detailed on the **schedule** and in the Commercial Motor Endorsement Wordings document, that alters the cover provided by this policy.

### Excess

The part of a claim **you** must pay. Sometimes more than one **excess** can apply, in which case **we** add them together.

### Geographical limits

- a Great Britain, Northern Ireland, the Isle of Man and the Channel Islands
- b Any other member country of the European Union
- c Any other country which has agreed to follow Article (8) of the EU Directive on Insurance of Civil Liabilities arising from the use of motor vehicles (number 2009/103/EC)
- d Any other country but only during any period for which **you** have requested and **we** have agreed to extend cover for the use of the **vehicle** in that country

and while the **vehicle** is being transported by land or sea between any of these countries.

### Insurance adviser

The agent, broker or intermediary who arranged this insurance for **you**.

### Insured person

- a **You**
- b the **driver**
- c if **you** ask us:
  - i any principal, director, **business partner** or employee of **yours**
  - ii any **passenger**
  - iii the legal owner of any **vehicle** hired, or loaned or leased to **you**
  - iv any member or committee member of **your** sports and social club
  - v the hirer of any agricultural tractor or self-propelled agricultural or forestry machine provided always that such hire is permitted under the terms of the **certificate**
- d any person using (but not driving) the **vehicle**, with **your** permission, for social domestic and pleasure purposes provided that such use is permitted under the terms of the **certificate**
- e the employer or **business partner** of any person whose business use is permitted under the terms of the **certificate**.

### Licence

A current licence to drive a motor vehicle of the same class as the **vehicle** as required by relevant jurisdiction within the **geographical limits**.

### Market value

The cost of replacing the **vehicle** with one of a similar age, type, mileage and condition, immediately before the loss or damage happened.

### Minibus

A motor vehicle with between 9 and 16 (inclusive) **passenger** seats.

### Motorcycle

Any motorcycle, motorcycle and sidecar or moped.

### Passenger

Any person other than the **driver** travelling in or on or getting into or out of the **vehicle** or any **trailer** or broken down vehicle attached to the **vehicle**.

### Period of insurance

The length of time that the contract of insurance applies for as shown in the **schedule**.

### Pollution or contamination

Pollution or contamination of buildings or other structures or of water, land or the atmosphere.

### Property

Physical **property**.

### Proposal

The information that **you** gave **us**, including information given on **your** behalf and verbal information **you** gave prior to commencement of this policy.

### Road

Anywhere within the **geographical limits** where compulsory motor insurance legislation is operative.

### Schedule

The latest **schedule we** have issued to **you**. This forms part of the contract of insurance. It gives details of the **period of insurance**, the sections of the policy that apply, the premium **you** have to pay and details of any **excesses** or **endorsements**.

### Terrorism

**Terrorism** as defined in the Terrorism Act 2000.

### Thatcham Research Listed Device

A system listed within the current category 5 or 6 system listings of the Thatcham Research Vehicle Security National Listing (or any replacement listing to the current category 5 or 6 devices issued by Thatcham Research), valid at inception of this policy or the date the **vehicle** is added to the policy.

**Trailer**

Any trailer which is **your** property or for which **you** are legally responsible. **Trailer** does not include a broken down motor vehicle.

**Vehicle**

Any **car, motorcycle, minibus** or **commercial vehicle** (excluding a steam driven vehicle) which is insured under the policy and described in the **certificate**.

Except when **you** have requested and **we** have agreed to provide cover the **vehicle** does not include any motor vehicle registered outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

**We, our, us**

Ageas Insurance Limited.

**You, your, yours, yourself**

The person, people (either acting in partnership or on behalf of an unincorporated organisation) or company shown under Policyholder details' in the **schedule**.

**Extent of Cover**

Cover only applies within the **geographical limits**. The extent of cover applicable is as stated in the **schedule** or any relevant **endorsement** and the following meanings apply where the words or phrases are printed in **bold**.

**Comprehensive**

The full insurance as written in this policy.

**Third Party Fire and Theft**

Sections A, B, D, E and F do not apply.

**Third Party Only**

Sections A, B, C, D, E, F and H do not apply.

**Third Party Road Risks**

Sections A, B, C, D, E, F and H do not apply.

Section G does not apply when legal liability arises out of death of or injury to any person or damage to **property** caused or arising beyond the limit of any **road**.

## Your Cover

### Section A - Damage to the vehicle

#### What is covered

**We** will pay for damage to the **vehicle** and **accessories** on the **vehicle** caused by accidental or malicious damage, or vandalism.

**We** will not pay more than the **market value** of the **vehicle**, except as stated in how **we** settle claims on page 9, and in respect of any **vehicle** bearing a trade plate the maximum **we** will pay is the amount stated in the **schedule** or the **market value** of the **vehicle** whichever is the lesser.

#### A.1 Courtesy car and replacement vans

If **your vehicle** is insured for **comprehensive** cover, to keep **you** mobile, **we** offer the following:

- a if **your vehicle** is a **car** and **you** are using one of **our** approved repairers in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands, **you** will be offered a small courtesy vehicle while **yours** is being repaired. Once **we** have decided that **your car** can be economically repaired and if it cannot be driven, **we** will provide the courtesy car on the next working day for as long as the repairs take. If **your car** can still be legally driven, **we** will deliver the courtesy car when **your car** is collected for repairs.

The repairer may, with **your** agreement, provide an alternative solution more suitable to **your** requirements.

While **you** have the courtesy car **you** will be responsible to pay fines for any parking or driving offences or congestion charges, and any additional charges for non-payment of these charges.

**You** or **your driver** will need to produce an appropriate credit or debit card to the approved repairer to cover these costs.

- b if **your vehicle** is a goods carrying commercial vehicle, with a revenue weight of up to 3.5 tonnes, **we** will arrange for a supplier to provide **you** with a replacement van for up to 14 consecutive days if **your vehicle** is unroadworthy following an accident, which has been reported to **us** and **we** have accepted a claim (not including glass). The **vehicle** provided will be:
- a car-derived style van, where **your vehicle** weighs up to 1.8 tonnes revenue weight
  - a panel van, where **your vehicle** weighs between 1.8 and 3.5 tonnes revenue weight.

Replacement vans will be of a standard type and will not include:

- specialist vehicles such as pick-up trucks, tippers or refrigerated vans
- any **trailer** or
- any **accessories**.

The supplier will provide the replacement van for the shorter of 14 consecutive days, until **your vehicle** is repaired, or until **we** make a settlement offer because **your vehicle** is a total loss.

**You** will be responsible for all charges and costs where the replacement van is on hire for more than 14 days in a row. The service depends on a suitable replacement van being available from the supplier. Whilst **we** will do what **we** can to make a replacement van available, neither the supplier nor **we** will be liable to pay any compensation, or provide a vehicle from another source if a suitable vehicle is not available. Unless **you** have made other arrangements with the supplier it is a condition of hire that the replacement van must be returned to the depot that provided it at the end of the hire period.

The courtesy car or replacement van will be insured under this policy as a **vehicle** and the same terms and conditions will apply as to the **vehicle** involved in the accident.

#### A.2 Custom duty

**We** will also pay customs duty if the **vehicle** is damaged and **we** decide not to return it after a valid claim on the policy.

#### A.3 Other charges

**We** will also pay any general average contribution and salvage and sue and labour charges incurred during the transportation of the **vehicle** by sea after a valid claim on the policy.

Provided always that:

- such **vehicle** is covered against loss or damage under this section
- the contribution relates to the value of the **vehicle**.

#### A.4 Overnight accommodation

If the **vehicle** is not roadworthy after an accident occurring within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands, which has been reported to **us** and **we** have accepted the claim (not including glass), **we** can arrange to get **you**, the **driver** and any **passengers** home or to the planned destination. If the journey cannot be completed, **we** will pay for overnight accommodation up to £50 for each person (up to £250 in total).

#### A.5 Unauthorised use

**We** will pay for loss or damage while the **vehicle** is being used or driven by any person without **your** knowledge or consent for any purpose not permitted provided always that **you** will take all reasonable precautions to ensure that all persons who may use or drive the **vehicle** are made aware of the permitted purposes of use as stated in this policy.

If the provision above is complied with then policy exclusion 1 d will not apply.

See page 9 for details of how we settle claims.

### What is not Covered

#### Under section A

- Loss of or damage to the **vehicle** when unoccupied or unattended unless all its windows, doors, roof openings or hood are closed and locked and all ignition keys or other removable ignition device and keys or devices needed to lock the **vehicle** are removed from the **vehicle**.
- The **excesses** shown in the **schedule**. **You** must pay these amounts for every incident that **you** claim for under this section.
- Loss of or damage to the **vehicle** caused by fire, lightning, self-ignition, explosion, theft or attempted theft.
- Loss of use of the **vehicle**.
- Loss of or damage to tools of trade, personal belongings, documents or goods.
- Wear and tear.
- Depreciation.
- Mechanical, electrical, electronic and computer failures or breakdowns or breakages.
- Damage to tyres caused by braking, punctures, cuts or bursts.
- Costs of importing parts or **accessories** or storage costs caused by delays, where the parts or **accessories** are not available from current stock within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.
- Any amount over the cost shown in the manufacturer's latest price guide, plus fitting costs, for any lost or damaged parts or **accessories** if such parts or **accessories** are not available.
- Loss of or damage to telephone or other communication equipment, audio, navigation and entertainment equipment unless this equipment is permanently fitted to the **vehicle**.
- The **vehicle** losing value after, or because of, repairs.
- Loss of or damage to the **vehicle** resulting from deception by a person pretending to be a buyer or acting on behalf of a buyer.
- Loss of or damage to any **vehicle** bearing a trade plate arising beyond the limits of a **road** except when during the course of a journey it is garaged elsewhere than in or on any premises which **you** own or occupy.
- The **vehicle** being confiscated or destroyed by or under order of any government or public or local authority.
- Loss of or damage to any radar or laser detection equipment.

Under sub-section A.1 **you** will be responsible for:

- paying fines for any parking or driving offences or congestion charges, and any additional charges for non-payment of these charges whilst **you** have the courtesy car or replacement van. **You** or **your driver** may need to produce an appropriate credit or debit card to the approved repairer or supplier to cover these costs
- the cost of the fuel **you** use.
- collection and delivery charges, if these apply.
- any charges for fitting **accessories** and
- all charges and costs where the replacement van is on hire for more than 14 days in a row.

## Section B - Broken windscreen and windows

### What is covered

If the windscreen or any window glass in the **vehicle** is broken **we** will pay the cost of repairing or replacing it. **We** will also pay for any repair to the bodywork that has been damaged by broken glass from the windscreen or windows.

If **you** wish to use **our** chosen glass companies phone the Ageas Insurance Glassline (see page 2).

### What is not covered

#### Under section B

- 1 The **excess** shown on the **schedule** in relation to a claim for glass damage if the glass is replaced rather than repaired.
- 2 Loss of use of the **vehicle**.
- 3 Costs of importing parts or **accessories** or storage costs caused by delays, where the parts or **accessories** are not available from current stock within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.
- 4 Any amount over the cost shown in the manufacturer's latest price guide, plus fitting costs, for any lost or damaged parts or **accessories** if such parts or **accessories** are not available.
- 5 Mechanical, electrical, electronic or computer failures or breakdowns or breakages to sun roof and hood mechanisms
- 6 Repair or replacement of any windscreen or window unless it is made of glass.

## Section C - Fire and theft

### What is covered

**We** will pay for damage to the **vehicle** and **accessories** on the **vehicle** caused by fire, lightning, self-ignition, explosion, theft or attempted theft.

**We** will not pay more than the **market value** of the **vehicle**, except as stated in how **we** settle claims on page 9, and in respect of any **vehicle** bearing a trade plate the maximum **we** will pay is the amount stated in the **schedule** or the **market value** of the **vehicle** whichever is the lesser.

#### C.1 Custom duty

**We** will also pay customs duty if the **vehicle** is damaged and **we** decide not to return it after a valid claim on the policy.

#### C.2 Unauthorised use

**We** will pay for loss or damage while the **vehicle** is being used or driven by any person without **your** knowledge or consent for any purpose not permitted provided always that **you** will take all reasonable precautions to ensure that all persons who may use or drive the **vehicle** are made aware of the permitted purposes of use as stated in this policy. If the provision above is complied with then policy exclusion 1 d will not apply.

#### C.3 Courtesy car and replacement vans

If **your vehicle** is insured for **comprehensive** cover, to keep **you** mobile, **we** offer the following:

- a If **your vehicle** is a **car** and **you** are using one of **our** approved repairers in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands, **you** will be offered a small courtesy vehicle while **yours** is being repaired. Once **we** have decided that **your car** can be economically repaired and if it cannot be driven, **we** will provide the courtesy car on the next working day for as long as the repairs take. If **your car** can still be legally driven, **we** will deliver the courtesy car when **your car** is collected for repairs.  
The repairer may, with **your** agreement, provide an alternative solution more suitable to **your** requirements.  
While **you** have the courtesy car **you** will be responsible to pay fines for any parking or driving offences or congestion charges, and any additional charges for non-payment of these charges.  
**You** or **your driver** will need to produce an appropriate credit or debit card to the approved repairer to cover these costs.
- b If **your vehicle** is a goods carrying commercial vehicle, with a revenue weight of up to 3.5 tonnes, **we** will arrange for a supplier to provide **you** with a replacement van for up to 14 consecutive days if **your vehicle** is unroadworthy following an accident, which has been reported to **us** and **we** have accepted a claim (not including glass). The **vehicle** provided will be:

- i a car-derived style van, where **your vehicle** weighs up to 1.8 tonnes revenue weight
- ii a panel van, where **your vehicle** weighs between 1.8 and 3.5 tonnes revenue weight.

Replacement vans will be of a standard type and will not include:

- A specialist vehicles such as pick-up trucks, tippers or refrigerated vans
- B any **trailer** or
- C any **accessories**

The supplier will provide the replacement van for the shorter of 14 consecutive days, until **your vehicle** is repaired, or until **we** make a settlement offer because **your vehicle** is a total loss. **You** will be responsible for all charges and costs where the replacement van is on hire for more than 14 days in a row. The service depends on a suitable replacement van being available from the supplier.

Whilst **we** will do what **we** can to make a replacement van available, neither the supplier nor **we** will be liable to pay any compensation, or provide a vehicle from another source if a suitable vehicle is not available. Unless **you** have made other arrangements with the supplier it is a condition of hire that the replacement van must be returned to the depot that provided it at the end of the hire period.

The courtesy car or replacement van will be insured under this policy as a **vehicle** and the same terms and conditions will apply as to the **vehicle** involved in the accident.

#### C.4 Overnight accommodation

If the **vehicle** is stolen or not roadworthy after an incident occurring within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands, which has been reported to **us** and **we** have accepted the claim (not including glass), **we** can arrange to get **you**, the **driver** and any **passengers** home or to the planned destination. If the journey cannot be completed, **we** will pay for overnight accommodation up to £50 for each person (up to £250 in total).

See page 9 for details of how **we** settle claims

### What is not covered

#### Under section C

- 1 Loss of or damage to the **vehicle** when unoccupied or unattended unless all its windows, doors, roof openings or hood are closed and locked and all ignition keys or other removable ignition device and keys or devices needed to lock the **vehicle** are removed from the **vehicle**.
- 2 The **excess** shown on the **schedule**.
- 3 Loss of use of the **vehicle**.
- 4 Loss of or damage to tools of trade, personal belongings, documents or goods.
- 5 Wear and tear.
- 6 Depreciation.
- 7 Mechanical, electrical, electronic and computer failures or breakdowns or breakages.
- 8 Costs of importing parts or **accessories** or storage costs caused by delays, where the parts or **accessories** are not available from current stock within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.
- 9 Any amount over the cost shown in the manufacturer's latest price guide, plus fitting costs, for any lost or damaged parts or **accessories** if such parts or **accessories** are not available.
- 10 Loss of or damage to telephone or other communication equipment, audio, navigation and entertainment equipment unless this equipment is permanently fitted to the **vehicle**.
- 11 The **vehicle** losing value after, or because of, repairs.
- 12 Loss of or damage to the **vehicle** resulting from deception by a person pretending to be a buyer or acting on behalf of a buyer.
- 13 The **vehicle** being confiscated or destroyed by or under order of any government or public or local authority.
- 14 Loss of or damage to any vehicle bearing a trade plate arising beyond the limits of a **road** except when during the course of a journey it is garaged elsewhere than in or on any premises which **you** own or occupy.
- 15 Loss from taking the **vehicle** and returning it to its legal owner.
- 16 Loss of or damage to any radar or laser detection equipment.
- 17 Loss of or damage to the **vehicle** and **accessories** on the **vehicle** caused by theft or attempted theft unless
  - a a **Thatcham Research Listed Device** is fitted to **your vehicle** and

- b it was activated and in full working order at the time of the loss or damage and
- c any annual subscription for the device is paid and the contract is current and in force at the time of loss or damage.

Provided that this exclusion applies only to a **vehicle** where the **market value** of the **vehicle** at the time of the loss or damage exceeds the limit shown on the **schedule**.

Under sub-section C.3:

A courtesy car or replacement van will not be provided if

- a **your vehicle** is stolen and not recovered
- b **your vehicle** is a **car** and **you** are not using one of **our** approved repairers in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- c **your vehicle** is declared a total loss.

Additionally **you** will be responsible for:

- 1 paying fines for any parking or driving offences or congestion charges, and any additional charges for non-payment of these charges whilst **you** have the courtesy car or replacement van.
- 2 **you** or **your driver** may need to produce an appropriate credit or debit card to the approved repairer or supplier to cover these costs
- 3 the cost of the fuel **you** use
- 4 collection and delivery charges, if these apply
- 5 any charges for fitting **accessories** and
- 6 all charges and costs where the replacement van is on hire for more than 14 days in a row.

## How we will settle your claim under Section A, B or C

**We** will choose whether to repair the **vehicle** or pay **you** a cash amount equal to the cost of the loss or damage. If the **vehicle** cannot be driven because of damage that is covered under this policy, **we** will pay for the **vehicle** to be protected and taken to the nearest approved repairer.

## If the vehicle can be economically repaired

If the **vehicle** is repaired by one of **our** approved repairers **you** do not need to get any estimates, and repairs can begin immediately after **we** have authorised them. **We** will arrange for one of **our** repairers to contact **you** to arrange to collect the **vehicle**. **We** will also pay the costs of delivering the **vehicle** back to the address shown on **your** current schedule or any other address **we** agree with **you** when the damage has been repaired.

If **you** do not want to use one of **our** approved repairers, **we** may need to inspect the **vehicle** before **we** can authorise the repair. **We** reserve the right to ask **you** to obtain alternative estimates.

**You** will have to pay any policy **excess** direct to the repairer. If **you** are registered for VAT, **you** must reduce **your** loss as far as possible by recovering VAT on the cost of repairs and replacement goods, to the extent allowed by law.

If the condition of the **vehicle** is better after the repair than it was just before it was damaged, **we** may ask **you** to pay something towards it. The repairer can use parts, including recycled parts, that compare in quality to those available from the manufacturer.

## If the vehicle is a total loss

Once an engineer has inspected and assessed the **market value** of the **vehicle**, **we** will send **you** an offer of payment.

If there is any outstanding loan on the **vehicle**, **we** may pay the finance company first. If **our** estimate of the **market value** is more than the amount **you** owe them, **we** will pay **you** the balance. If **our** estimate of the **market value** is less than the amount **you** owe, **you** may have to pay them the balance.

If the **vehicle** is leased or on contract hire, **we** may pay the leasing or contract hire company first. If **our** estimate of the **market value** is more than the amount **you** owe the leasing or contract hire company, the amount **we** pay them will settle the claim. If **our** estimate of the **market value** is less than the amount **you** owe, **you** may have to pay them the balance.

Any payment **we** make for total loss will be after **we** have taken off any policy **excess**.

When **our** offer for total loss is accepted, the **vehicle** will belong to **us**.

By purchasing this policy **you** agree that **we** can handle **your** claim in this way.

## Replacement vehicle

**We** will not pay more than the **market value** of the **vehicle** unless the **vehicle** is a car or goods carrying commercial vehicle with a revenue weight of less than the limit shown on the **schedule** and:

- a the loss or damage happens within one year of first registration as new and
- b the cost of repair is valued at more than the percentage shown on the **schedule** of the UK list price (including taxes) of the **vehicle** at the time of its first registration as new and
- c the **vehicle** was supplied as new within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

In these circumstances, if **you** ask **us** to, **we** will replace the **vehicle** (and pay the delivery charges to the address shown on **your** current **schedule** or any other address **we** agree with **you**) with a new **vehicle** from the same manufacturer and of the same or like type and specification.

**We will only do this if:**

- **we** can buy a vehicle straight away within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands and
- **we** have permission from any other interested party known to **us**.

## Section D - Personal accident

### What is covered

If **you** or the **driver** or a **passenger** are accidentally killed or injured while getting into, travelling in or getting out of the **vehicle** **we** will pay the amounts shown in the **schedule** for:

- a death
- b total and permanent loss of sight in one eye
- c total and permanent loss (at or above the wrist or ankle) of one hand or one foot.

**We** will only pay these amounts if the cause of the death or injury is an accident involving the **vehicle** and the death or loss happens within three months of the accident.

This cover as far as it applies to any **passenger** will only apply as long as there is a passenger seat for that person.

### What is not covered

Under section D

- 1 death or injury caused by suicide or attempted suicide.
- 2 death of or injury to any person convicted of driving while under the influence of drink or drugs at the time of the accident.
- 3 death of or injury to any person not wearing a seat belt when they have to by law.
- 4 more than the limit on the **schedule** for any one accident.
- 5 more than the limit on the **schedule** to any one person for any one accident.
- 6 where the same cover exists on more than one motor policy with **us**, **we** will only pay under one policy.

## Section E – Medical expenses

### What is covered

If **you** or anyone in the **vehicle** is injured in an accident involving the **vehicle**, **we** will pay up to the amount shown in the **schedule** for medical expenses for each injured person.

## Section F – Personal belongings

### What is covered

**We** may at **your** request provide cover for personal belongings in the **vehicle** that are lost or damaged following an accident, fire or theft involving the **vehicle**.

**You** are covered for the cost of the item, less an amount for wear and tear and loss of value.

### What is not covered

Under section F

- 1 more than the limit shown on the **schedule** for each incident.
- 2 any goods, tools or samples that are carried as part of any trade or business.
- 3 loss of or damage to telephone or other communication equipment.
- 4 money, credit, debit or charge cards, stamps, cheques, tickets, documents and securities (such as share or bond certificates).

- 5 loss or damage when no one is in the **vehicle** unless all its windows, doors, roof openings or hood are closed and locked and all ignition keys or other removable ignition device and all keys or devices needed to lock the **vehicle** are removed from the **vehicle**.
- 6 loss of or damage to any radar or laser detection equipment.
- 7 **we** will not pay the first amount shown in the **schedule** for any claim

## Section G – Liabilities to third parties

### What is covered

**We** will cover the legal liability of an **insured person** for the death of or injury to any person and damage to **property** caused by or arising out of using the **vehicle** or in connection with the loading or unloading of the **vehicle**.

**We** will also pay **costs and expenses**.

#### G.1 Broken down vehicle

**We** will cover the legal liability of an **insured person** for the death of or injury to any person and damage to **property** caused by or arising out of any broken down vehicle while attached to the **vehicle**. This section will also apply to any broken down vehicle detached from the **vehicle** and not attached to any other vehicle and being used by **you** but only to the extent necessary to meet the requirements of any compulsory motor insurance legislation operative within the **geographical limits**.

#### G.2 Indemnity to personal representatives

If anyone who is insured by this section dies while they are involved in legal action, **we** will give the same cover as they had to their legal personal representatives.

#### G.3 Movement of third party vehicles

In respect of legal liability for the death of or injury to any person and damage to **property** **we** will indemnify **you** or any principal, director, **business partner** or employee of **yours** when liability is caused by or arises out of the driving or movement of any vehicle with or without the authority of the owner

- a when the vehicle is parked in a position which obstructs the legitimate passage or the loading or unloading of the **vehicle**
- b for movement of a vehicle within the vicinity of any premises owned or occupied by **you**.

In these circumstances the vehicle will not be regarded as **property** in **your** care.

#### G.4 Principal's clause

In the event of any claim in respect of which **we** would indemnify **you** being brought or made against any public or local authority or other principal **we** will indemnify the said public or local authority or other principal against such claim and/or any **costs and expenses** in respect thereof.

Provided always that **we** have the sole conduct of all claims.

#### G.5 Third party contingency

In respect of legal liability for the death of or injury to any person and damage to **property** **we** will indemnify **you** alone when liability is caused by or arises out of the use of or in connection with any vehicle while being used in connection with **your** business.

Provided always that:

- a such vehicle is not **your** property or held by **you** under a hire purchase agreement or hired by or leased to **you**
- b **you** have taken all reasonable steps to ensure that there is in force in respect of such vehicle an insurance that is valid for such use
- c if any claim covered by this clause is covered by any other insurance then notwithstanding general policy condition 6 on page 12 **we** will not be liable to make any contribution to such claim
- d vehicle does not include any vehicle registered outside Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

#### G.6 Unauthorised use

**We** will indemnify **you** in the event of any accident occurring while the **vehicle** is being used or driven by any person without **your** knowledge or consent for any purpose not permitted provided always that **you** will take all reasonable precautions to ensure that all persons who may use or drive the **vehicle** are made aware of the permitted purposes of use as stated in this policy.

If the provision above is complied with then policy exclusion 1 d will not apply.

## What is not covered

### Under section G

- 1 Any amount **we** have not agreed to in **writing**.
- 2 Death of or injury to any of **your employees** during the course of their work, if insurance cover in respect of liability for such death or injury is provided as a requirement of any compulsory employers' liability legislation within the **geographical limits**.
- 3 Loss of or damage to **property** owned by or in the care of the **insured person**.
- 4 Any loss of or damage to a **vehicle, trailer** or broken-down vehicle.
- 5 Any damage to premises or to the fixtures and fittings therein which are not **your** property but are occupied by **you** under a lease or rental agreement if such damage is covered by any other insurance.
- 6 Loss or damage to **property** in or on the **vehicle**.
- 7 Any claim for death of or bodily injury to any person or loss of or damage to **property** caused by or attributed to:
  - a any defect in or the action of any commodity or goods or anything including any packaging, container and label transported by or disposed of from the **vehicle** or any vehicle not **your** property or provided by **you**
  - b treatment given or services provided at or from the **vehicle** or any other vehicle.
- 8 Any claim for death of or bodily injury to any person or loss of or damage to **property** caused by or occurring beyond the limits of any **road** in connection with:
  - a the bringing of the load to the **vehicle** for loading thereon
  - b the taking away of the load from the **vehicle** after unloading therefrom by any person other than the **driver** or attendant of such **vehicle**.
- 9 Any person other than **you** if that person is entitled to indemnity under any other insurance.
- 10 Any claim for death of or bodily injury to any person or loss of or damage to **property** arising while a **commercial vehicle** or plant forming part of such **commercial vehicle** or attached thereto is working as a tool of trade.

This exclusion does not apply to any:

  - a goods carrying commercial vehicle
  - b forklift truck
  - c agricultural tractor, self-propelled agricultural or forestry machine or any **trailer** attached to such **vehicle** other than death of or bodily injury to any person or loss of or damage to **property** caused by or attributed to the spraying or spreading of any chemical by any agricultural tractor, self-propelled agricultural or forestry machine or any **trailer** attached to such **vehicle**.
- 11 Any claim for death of or bodily injury to any person or loss of or damage to **property** in connection with any vehicle bearing a trade plate caused or arising beyond the limits of a **road** except when during the course of a journey it is temporarily garaged elsewhere than in or on any premises which **you** own or occupy.
- 12 Any liability if to the knowledge of the **insured person** the **driver** does not hold a **licence** unless the **driver** has held and is not disqualified from holding or obtaining such a **licence**.
- 13 Any claim for death of or bodily injury to any person or loss of or damage to **property** directly or indirectly caused by:
  - a delivery of a load where such delivery was not authorised, not ordered or unlawful
  - b delivery whether correctly or incorrectly carried out to **your** customer of goods which do not conform strictly to the specification of or the order for the goods made by such customer.
- 14 Any claim for **pollution or contamination**, unless it is caused by a sudden, identifiable event which was unintended and unexpected and happened at one specific time and place.
- 15 Any amount over that specified in the **schedule**, for one **pollution or contamination** event.
- 16 Any amount over that specified in the **schedule** for any one claim or series of claims arising from one event that causes loss of or damage to **property**, including any indirect loss or damage.
- 17 Any claim for death of or bodily injury to any person or loss of or damage to **property** caused by or attributed to any act of **terrorism**.
- 18 Any claims arising directly or indirectly from any motor vehicle being in a place used for the take-off, landing, parking or movement of aircraft or aerial devices, including the associated service roads, refuelling areas, ground equipment parking areas and the parts of passenger terminals of international airports which come within the Customs examination area or any part of airport premises to which the public does not have vehicular access.

- 19 Any damage to any bridge, viaduct, weighbridge or **road**, or anything above, beneath or fixed to them, by vibration or by the weight of the **vehicle** and its load if the **vehicle** exceeds the maximum gross vehicle, plated or train weight permitted by the relevant law.

Additionally we will not be liable under sub-section G.1 for:

- 1 loss of or damage to the broken down vehicle
- 2 any liability if the broken down vehicle is being towed otherwise than in accordance with the law
- 3 loss of or damage to **property** being carried in or on a broken down vehicle.

Additionally **we** will not pay under sub-section G.3 for:

- 1 liability if the vehicle is:
  - a moved by any person other than **you** or any principal, director, **business partner** or employee of **yours**
  - b **your** property or held by **you** under a hire purchase agreement or hired by or loaned or leased to **you**
  - c driven by any person who does not hold a **licence** unless such person has held and is not disqualified from holding or obtaining such a **licence**.
- 2 loss or damage to **property** in or on the vehicle.

However, **we** will provide the minimum cover needed under compulsory motor insurance legislation.

## Section H – Replacement Locks

### What is covered

If the keys, lock transmitter or entry card for a keyless entry system of the **vehicle** are lost or stolen, **we** will pay up to the amount shown in the **schedule** towards the cost of:

- 1 replacing all entry locks that can be opened by the missing item
- 2 replacing the lock transmitter, entry card and central locking system
- 3 replacing the ignition and steering lock and
- 4 recoding or if necessary replacing any alarm system used with the **vehicle**

as long as **we** are satisfied that any person who may have **your** keys, transmitter or card, knows the identity or garage address of the **vehicle**.

**We** will also pay the costs of protecting the **vehicle**, transporting it to the nearest repairer when necessary and delivering it to **your** address after repair.

### What is not covered

#### Under section H

**We** will not pay:

- 1 the first amount shown in the **schedule** of any claim or
- 2 any claim where the keys, lock transmitter or entry card are either:
  - a left in or on the **vehicle** at the time of the loss or
  - b taken without **your** permission by a principal, director, **business partner** or employee of **yours** or a member of their immediate family or a person living in their home.

## Section I – Trailers

### What is covered

#### I.1 Declared trailers

The cover as specified in the **schedule** applies to **trailers** declared to **us** by identification mark as if they were a **vehicle** when attached to or detached from the **vehicle** (and not attached to another vehicle).

#### I.2 Undeclared trailers

The cover applicable to the **vehicle** applies to any **trailer** attached to the **vehicle**. Section G will also apply to a **trailer** detached from the **vehicle** (and not attached to any other vehicle) and being used by **you** but only to the extent necessary to meet the minimum cover needed under compulsory motor insurance legislation.

### What is not covered

#### Under section I

**We** will not be liable for:

- 1 any liability if the **trailer** is being towed otherwise than in accordance with the law
- 2 loss of or damage to **property** being carried in or on the **trailer**.
- 3 any loss of or damage to any **trailer**, horsebox or caravan which is owned by any person in **your** employment.

## Policy Exclusions

- 1 **We** will not pay claims arising directly or indirectly from any of the following:

- a the **vehicle** being driven by, or being in the charge of, someone who is not described in **your certificate** as entitled to drive
- b the **vehicle** being driven, with **your** permission, by anyone who **you** know does not hold a **licence** or is disqualified from driving. However, **we** will still give cover if the person used to hold a **licence** and is allowed to hold one by law
- c the **vehicle** being driven by someone who does not meet all the conditions of their **licence**
- d the **vehicle** being used for a purpose that is not shown as covered in **your certificate**.

However,

- i this exclusion will not apply while the **vehicle** is with a member of the motor trade for servicing or repair
- ii exclusions 1b and 1c will not apply in circumstances where a **licence** is not required by law.

Provided always that:

- A the terms of the **certificate** will otherwise apply
- B in respect of the **vehicle** other than any agricultural tractor or self propelled agricultural or forestry machine the person driving is of an age to hold a **licence** to drive the **vehicle** on a **road**.

- 2 If **you** receive any payment for giving people lifts in a **car**, the policy is not valid if:

- a the **car** is made or altered to carry more than eight people excluding the driver or
- b **you** are carrying the **passengers** as part of a business of carrying **passengers** or
- c **you** are making a profit from the payments **you** receive.

- 3 **We** will not pay claims arising directly or indirectly from any of the following:

- a ionising radiation or radioactive contamination from any nuclear fuel or any nuclear waste arising from burning nuclear fuel
- b the radioactive, poisonous, explosive or other dangerous properties of any explosive nuclear equipment or part of that equipment
- c any weapon employing atomic or nuclear fission and/ or fusion or other like reaction or radioactive force or matter
- d pressure waves caused by aircraft (and other flying objects) travelling at any speed
- e war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, insurrection or military or usurped power
- f nationalisation, confiscation, requisition, seizure or destruction by any government or public or local authority.

- 4 **We** will not pay claims arising directly or indirectly from earthquakes, riots or civil disturbances outside Great Britain, the Isle of Man or the Channel Islands, except under section G.

- 5 **We** will not pay for any liability **you** accept under an agreement or contract, unless **you** would have been legally liable anyway. However **we** will not pay for any liability in respect of liquidated damages or under any penalty clause.

- 6 Any decision or action of a court which is not within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands is not covered by this policy unless the proceedings are brought or a judgement is given in a court of another country because the **vehicle** was used in that country and **we** had agreed to cover it there.

- 7 **We** will not provide any cover or payment under this **policy** to the extent that providing such cover, indemnity, payment or benefit would expose **us** or any of the Ageas group of companies to the violation of any:

- a sanction, prohibition or restriction imposed under United Nations resolutions, or
- b trade or economic sanctions of the United Kingdom, European Union, the United States of America or any other territory, or
- c laws or regulations of the United Kingdom, European Union, the United States of America or any other territory.

However, **we** will provide the minimum cover needed under compulsory motor insurance legislation.

## General policy conditions

### 1 How to claim

Please phone **our** Onecall helpline as soon as possible to report the claim. The helpline number is 0345 125 8833 (or +44 2380 352943 if you are calling from outside the UK). Details of the benefits **you** will receive through **our** Onecall service are on page 2.

**You** must send **us** any letter, claim, writ or summons as soon as **you** receive it. **You** must also let **us** know straight away if **you** or **your** legal advisers know of any prosecution, inquest or fatal accident inquiry that might be covered under this policy.

### 2 Dealing with claims

**You** or any other person who claims under this policy must not negotiate, admit fault or make any payment, offer or promise of payment unless **you** have **our** written permission.

In dealing with any claim under the terms of this policy **we** may:

- a carry out the defence or settlement of any claim and choose the solicitor who will act for **you** in any legal action and
- b take any legal action in **your** name or the name of any other person covered by this policy.

**We** can do any of these in **your** name or in the name of any person claiming under this policy.

Anyone who makes a claim under this policy must give **us** any reasonable information **we** ask for.

### 3 Compulsory insurance

If the law of any country says **we** must make a payment that **we** would not otherwise have paid, **you** must repay this amount to **us**.

### 4 Discharge of liability

**We** may at any time pay any limit of indemnity after deduction of any sum already paid or any lower amount for which any claim can be settled and then relinquish the conduct and control and be under no further liability in respect of the claim except for the payment of **costs and expenses** incurred with **our** written consent prior to the date of such payment.

### 5 Joint liabilities

If **you** comprises more than one party **we** will indemnify each party as though a separate policy had been issued to each of them provided always that the total amount of indemnity to all such parties will not exceed the amount payable if **you** comprised only one party and in any event will not exceed the limit of indemnity stated in the **schedule**.

### 6 Other insurance

If any incident that leads to a valid claim is covered under any other insurance policy, **we** will only pay **our** share of the claim. Provided always that:

- a nothing in this policy condition will impose on **us** any liability from which **we** would be relieved under sub-section G.5 or numbers 5 and 9 of what is not covered under section G
- b this condition will not apply when the **vehicle**:
  - i is the property of or on hire or loan or leased to a person in **your** employ and
  - ii has not been provided by **you** and
  - iii is being used in connection with **your** business and **we** have issued a **certificate** to cover such **vehicle**.

### 7 Arbitration

Provided that liability for a claim has been admitted any dispute as to the amount to be paid will be referred to an arbitrator who will be appointed by the parties in accordance with the statutory provisions in force at the time and the making of an award will be a condition precedent to any right of action against **us**.

### 8 Reasonable precautions

Anyone covered by this policy must take all reasonable steps they can to protect the **vehicle**, and anything in or attached to it, against loss or damage. (This includes making sure that the **vehicle** has all its windows, doors, roof openings or hood closed and locked, and all ignition keys or other removable ignition device and all keys or devices needed to lock the **vehicle** are removed from the **vehicle** when no-one is in it).

The **vehicle** must be kept in good working order. **We** may examine the **vehicle** at any time.

### 9 Keeping to the terms of the policy

**We** will only pay claims if:

- a any person claiming cover has met with all the terms of the policy, as far as they apply and
- b **you** have made a fair presentation of the risk to **us**. This means **you** must disclose at inception or variation to this **policy** and prior to each renewal every material circumstance which **you** know or ought to know and not make misrepresentations to **us**. If **you** do not make a fair presentation to **us**, **we** can:
  - i avoid this **policy** from inception or renewal if **we** would not have issued it or continued it knowing the true situation
  - ii avoid a variation to this **policy** if **we** would not have accepted it had **we** known the true situation
  - iii alter the terms of this **policy** from the date the non-disclosure or misrepresentation was made to those **we** would have applied had **we** known the true situation
  - iv reduce the payment for a claim
  - v cancel this **policy** from the date the non-disclosure or misrepresentation was made.

This may result in claims not being paid or not being paid in full.

### 10 Fraud

**We** will not pay for any claim if **you** or anyone acting for **you**:

- a makes a claim that is deliberately exaggerated or
- b uses or attempts to use fraudulent means to obtain more favourable terms or to reduce **your** premium, or
- c deliberately makes a false or misleading statement, or deliberately submits false or misleading information or evidence in support of a claim which **you** or they know or ought to know would result in **us** paying a claim that **we** were entitled to refuse or paying a greater sum in respect of a claim, or
- d deliberately withholds information or evidence from **us** which **you** or they know or ought to know would entitle **us** to refuse to pay a claim or pay a lesser sum under this **policy**

In these circumstances, all cover will be cancelled from the date of the fraud or misrepresentation and no premium will be refunded. If **we** have made a payment **we** would not otherwise have made **you** must repay that amount to **us**.

**We** may also notify relevant authorities, so that they can consider criminal proceedings

### 11 Cancelling your policy

- a **You** have 14 days from the later of the start date of the policy or the date **you** receive the policy documents to cancel the cover. **You** can cancel by phoning **your insurance adviser** and cancellation can take effect immediately or from a later date, although it cannot be backdated to any earlier date. If cover has not yet started, **we** will refund any premium paid in full. If cover has started, **we** will refund a percentage of the premium in proportion to the **period of insurance** left unused, less an administration charge as shown on the **schedule**. If **we** have paid for the total loss of any **vehicle**, **you** must pay the full annual premium and **you** will not be entitled to any refund.
- b After the 14 day period **you** can cancel this policy by phoning **your insurance adviser** and cancellation can take effect immediately or from a later date, although it cannot be backdated to any earlier date. Cancelling any direct debit instruction does not mean **you** have cancelled the policy. If no claims have been made during the current **period of insurance**, **we** will refund a percentage of the premium in proportion to the **period of insurance** left unused, less an administration charge as shown on the **schedule**. If **we** have paid for the total loss of any **vehicle**, **you** must pay the full annual premium and **you** will not be entitled to any refund. If any claim made was

not for the total loss of the **vehicle**, **we** will deduct the costs of any payments made by **us** for the claim from any refund. If the cost of the claim is more than the annual premium, **we** will not pay any refund.

- c **Our** authorised agent or **we** can cancel this policy by sending **you** seven days notice to **your** last known address. **We** will refund a percentage of the premium in proportion to the **period of insurance** left unused, less an administration charge as shown on the **schedule**. Reasons for cancellation may include but are not limited to:
- a change to the risk which makes it one that **we** would not normally accept
  - non receipt of confirmed claims experience within the required timescale
  - if the information supplied on the **proposal** or statement of fact is not as advised to **us**.

## 12 Changes you must tell us about

**You** must tell **us** about any of the following changes within the timescales mentioned. If **you** do not tell **us** about these changes **your** policy may no longer be valid or **we** may not pay **your** claim. These changes may result in a change to **your** premium and/or **excess**.

- a Any changes to the **vehicle** must be notified prior to cover being required to ensure that an appropriate **certificate** is issued i.e. **you** change the **vehicle** or its registration number,
- i where the **certificate** shows a vehicle registration number and **you** get another **vehicle** or **you** sell the **vehicle**.
  - ii where the **certificate** does not show a vehicle registration number any changes to the **vehicle** i.e. **you** sell the **vehicle**, change the **vehicle** or its registration number, or **you** get another **vehicle**
- You** must supply details of any **vehicle** whose use is insured under this policy as required by the relevant law applicable within Great Britain and Northern Ireland for entry on the Motor Insurance Database. No cover applies under this policy for the **vehicle** until a **certificate** has been issued.
- b Anyone who drives the **vehicle** gets a motoring conviction that includes any period of disqualification or results from the death of any person. These must be notified immediately **you** become aware of them.
- c **You** change the purpose the **vehicle** is used for. This must be notified immediately as the **certificate** may need amendment.
- d **You** change **your** address. This must be notified immediately.
- e The **vehicle** is involved in an accident or fire, or someone steals, damages or tries to break into it. This must be notified immediately.
- f **You** change **your** business name or trading title. This must be notified immediately.

## 13 Contractual right of renewal (Tacit)

If **you** pay the premium using **our** direct debit instalment scheme **we** will have the right which **we** may choose not to exercise to renew this policy each year and continue to collect premiums using this method. **We** may vary the terms and conditions of this policy including the premium at renewal. **We** will let **you** have details of any such changes in good time before the renewal date. If **you** do not wish to renew this policy **you** or **your insurance adviser** must notify **us** prior to the next renewal date.

## 14 Payment by instalments

Reference to the payment of premium includes payment by monthly instalments. If **you** pay by this method this **policy** remains an annual contract and the date of the payment and the amount of the instalments are governed by the terms of the credit agreement. If an instalment is not received by the due date then subject to the Consumer Credit Act 1974 if applicable the credit agreement and this policy will be cancelled by **us** sending **you** 7 days notice to **your** last known address.

## 15 Law applicable to the contract

This contract will be governed by English law, and **you** and **we** agree to submit to the non-exclusive jurisdiction of the courts of England and Wales [unless **you** live in Jersey in which case the law of Jersey will apply and the Jersey courts will have exclusive jurisdiction].

## 16 Language

The contractual terms and conditions and other information relating to this contract will be in the English language.

## Privacy Notice

**We** are Ageas Insurance Limited and are part of the Ageas group of companies. The details provided here are a summary of how **we** collect, use, share, transfer and store **your** information. For **our** full Privacy Policy please visit **our** website [www.ageas.co.uk/privacy-policy](http://www.ageas.co.uk/privacy-policy) or contact **our** Data Protection Officer at: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA or by emailing [thedpo@ageas.co.uk](mailto:thedpo@ageas.co.uk).

**Your insurance adviser** will have their own uses for **your** personal data. Please ask **your insurance adviser** if **you** would like more information about how they use **your** personal information.

## Collecting your information

**We** collect a variety of personal information about **you** including **your** name, address, contact details, date of birth, credit history, criminal offences, claims information and IP address (which is a unique number identifying **your** computer). Where relevant, **we** also collect special categories of personal information (which was previously known as sensitive personal information) such as details regarding **your** health.

**We** also collect information from a number of different sources for example: publicly available sources such as social media and networking sites; third party databases available to the insurance industry; firms, loss adjusters and/or suppliers appointed in the process of handling a claim.

## Using your information

The main reason **we** collect **your** personal and/or special categories of personal information is because **we** need it to provide **you** with the appropriate insurance quotation, policy and price as well as manage **your** policy such as handling a claim or issuing documentation to **you**. **Our** assessment of **your** insurance application may involve an automated decision to determine whether **we** are able to provide **you** with a quotation and/or the price. If **you** object to this being done, then **we** will not be able to provide **you** with insurance.

**We** will also use **your** information where **we** feel there is a justifiable reason for doing so for example: to prevent and detect fraud and financial crime (which may include processes which profile **you**); collecting information regarding **your** past policies; carrying out research and analysis (including profiling); and recording and monitoring calls.

If **you** have given **us** such information about someone else, **you** would have confirmed that **you** have their permission to do so.

## Sharing your information

**We** share **your** information with a number of different organisations which include, but are not limited to: other insurers; regulatory bodies; carefully selected third parties providing a service to **us** or on **our** behalf; fraud prevention and credit reference agencies and other companies, for example, when **we** are trialling their products and services which **we** think may improve **our** service to **you** or **our** business processes.

Unless required to by law, **we** would never share **your** personal data without the appropriate care and necessary safeguards being in place.

## Keeping your information

**We** will only keep **your** information for as long as is necessary in providing **our** products and services to **you** and/or to fulfil **our** legal and regulatory obligations. Please refer to **our** full Privacy Policy for more information.

## Use and storage of your information overseas

**Your** information may be transferred to, stored and processed outside the European Economic Area (EEA). **We** will not transfer **your** information outside the EEA unless it is to a country which is considered to have equivalent data protection laws or **we** have taken all reasonable steps to ensure the firm has suitable standards in place to protect **your** information.

## Your rights

**You** have a number of rights in relation to the information **we** hold about **you**, these rights include but are not limited to: the right to a copy of **your** personal information **we** hold; object to the use of **your** personal information; withdraw any permission **you** have previously provided and complain to the Information Commissioner's Office at any time if **you** are not satisfied with **our** use of **your** information. For a full list of **your** rights please refer to the full Privacy Policy.

Please note that there are times when **we** will not be able to delete **your** information. This may be as a result of fulfilling **our** legal and regulatory obligations or where there is a minimum, statutory, period of time for which **we** have to keep **your** information. If **we** are unable to fulfil a request, **we** will always let **you** know **our** reasons.

## How to make a complaint

Should there ever be an occasion where **you** need to complain, **we** will do **our** best to address this as quickly and fairly as possible.

**We** will try to resolve **your** complaint as quickly as **we** can. If **we** are unable to do this, **we** will:

- write to **you** to acknowledge **your** complaint
- let **you** know when **you** can expect to receive a full response
- let **you** know who is dealing with the matter.

In most instances **we** will be able to address **your** complaint within the first few days of this being notified to **us**. On occasion, further investigation may be necessary, but **we** will provide **you** with a full written response to **your** complaint within eight weeks of notification.

If **your** complaint is about the way this **policy** was sold to **you**, please contact **your insurance adviser** to report **your** complaint.

If **your** complaint is about Policyfast, please contact them at the address shown below or by telephone on 0800 3081 081.

Contact Centre Manager, Policyfast Limited, Unit 5 Vantage Park, Wasingley Road, Huntingdon, PE29 6SR

If **you** have a complaint regarding **your** claim, please telephone **us** on the number shown in **your** claims documentation.

Alternatively, for claims or any other type of complaint, **you** can write to **us** at the address shown below or email **us** through **our** website at [www.ageas.co.uk/make-a-complaint](http://www.ageas.co.uk/make-a-complaint) (please include **your** policy number and claim number if appropriate).

Customer Services Adviser, Ageas Insurance Limited, Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA

## What to do if you are not happy with our response

In the unlikely event that **we** have not responded to **your** complaint within eight weeks, or **you** are not happy with **our** final response, **you** may be able to refer **your** complaint to the Financial Ombudsman Service but **you** must do so within six months of the date of **our** response.

**You** may refer **your** complaint to the Financial Ombudsman Service if **you** are a:

- micro-enterprise with an annual turnover or annual balance sheet of less than EUR2 million and fewer than 10 employees. For the purpose of this process, a micro-enterprise is defined as a business engaged in economic activity irrespective of the legal form, including but not limited to, self employed persons and family businesses, partnerships or associations
- small business that is not a micro-enterprise as defined above, with an annual turnover of less than £6.5 million and:
  - a fewer than 50 employees, or
  - b an annual balance sheet of less than £5 million
- charity with an annual turnover of less than £6.5 million
- trustee of a trust with a net asset value of less than £5 million
- guarantor and the complaint arises from matters relevant to their relationship with the **business**. For the purposes of this process, guarantor is defined as someone who is not a consumer and who has given a guarantee or security in respect of an obligation or liability of a micro-enterprise or small business, as defined above.

The Ombudsman is an impartial complaints service which is free for customers to use and taking **your** complaint to the Ombudsman does not affect **your** right to take **your** dispute to the courts.

**You** can find out more about how to complain to the Ombudsman online at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Alternatively, **you** can write to them at:

Financial Ombudsman Service, Exchange Tower, London, E14 9SR

By phone: **0800 023 4567**

By email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Please note that if **you** do not refer **your** complaint within the six months, the Ombudsman won't have **our** permission to consider **your** complaint and therefore will only be able to do so in very limited circumstances, for example, if it believes that the delay was as a result of exceptional circumstances.

## Financial Services Compensation Scheme

In the event that Ageas Insurance Limited is unable to meet its liabilities **you** may be entitled to compensation from the Financial Services Compensation Scheme.

This depends on the type of insurance, the size of **your business** and the circumstances of the claim. Further information is available from the Financial Services Compensation Scheme. Their telephone number is **0800 678 1100** or **020 7741 4100**. Alternatively, more information can be found at [www.fscs.org.uk](http://www.fscs.org.uk).

**To make a claim, call 0345 125 8833**  
Please add this number to your mobile phone

**Underwritten by Ageas Insurance Limited**  
*Registered office address*

Ageas Insurance Limited, Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA [www.ageas.co.uk](http://www.ageas.co.uk)  
Registered in England and Wales No 354568

Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, Financial Services Register No 202039.  
COM695 April 2019



## **Commercial Motor Endorsement Wordings**

The following pages are the Commercial Motor Endorsement Wordings referred to in the schedule and other policy documents.



## Commercial Motor Endorsement Wordings

This document forms part of the policy and should be read in conjunction with the **schedule** and other policy documents.

The wordings below are the **endorsement** wordings before any additional criteria is added. The **endorsements** applying to **your** policy together with the additional criteria are shown in **your schedule** in the section headed **Endorsements**.

### D002 – Excluding Specific Driver

This policy does not apply when the **vehicle** is driven by:

**Driver**

See additional criteria shown in **Schedule**

### D003 – Additional AD Excess for Named Driver

The **excess** shown below applies to any claim under Section A where the **vehicle** is being driven by the person named below.

This amount is additional to any other **excess** applicable

**Driver**                      **Excess**

See additional criteria shown in **Schedule**

### D004 – Additional AD Excess for Named Driver by Vehicle Type

The **excess** shown below applies to any claim under Section A when the **vehicle** type is being driven by the person named below.

This amount is additional to any other **excess** applicable

**Vehicle Type**                      **Driver**                      **Excess**

See additional criteria shown in **Schedule**

### D005 – Additional AD Excess for Named Driver on Specific Vehicle

The **excess** shown below applies to any claim under Section A when the **vehicle** bearing registration mark shown below is being driven by the person named below.

This amount is additional to any other **excess** applicable

**Vehicle Registration Mark**                      **Driver**                      **Excess**

See additional criteria shown in **Schedule**

### D006 – Additional AD Excess for Driver Under a Specific Age on Specific Vehicle

The **excess** shown below applies to any claim under Section A when the **vehicle** bearing registration mark shown below is being driven by the person under the age below.

This amount is additional to any other **excess** applicable

**Vehicle Registration Number**                      **Age (years)**                      **Excess**

See additional criteria shown in **Schedule**

### A002 – Channel Island Windscreen Discs

For the purposes of this policy **certificate** shall include Windscreen Insurance Discs

### A003 – Excluding Accidental Damage to Caravans

**We** shall not be liable under sections A, B and C for loss of or damage to any caravan or caravan type trailer.

### A004 – Excluding Detached Cover on Skips and Containers

Other than to meet the requirements of any compulsory motor insurance legislation operative within the **geographical limits** section G does not cover death of or bodily injury to any person or damage to or loss of property caused by any skip or container which has been detached from the **vehicle**.

## A006 – Excluding Fixtures and Fittings Unspecified Commercial Vehicle

Sections A and C do not cover loss of or damage to any fixtures fittings or contents of the **vehicle** other than those fixtures fittings and contents which are installed by the manufacturers to a standard goods carrying commercial vehicle of the same make and model as the **vehicle**.

## A007 – Excluding Fixtures and Fittings Unspecified Trailer

Sections A and C do not cover loss of or damage to any fixtures fittings or contents of **your trailer** other than those fixtures fittings and contents which are installed by the manufacturers to a standard trailer of the same make and model as **your trailer**.

## A008 – Excluding Windscreen Cover

This policy does not cover breakage of the windscreen or any window glass of the **vehicle** or for scratching of body work resulting solely and directly from such breakage unless additional damage is sustained by the **vehicle**

## A011 – Undeclared Trailers

Sections I.1 and I.2 of the policy are cancelled and replaced by

### I.1 Undeclared trailers

The cover as specified in the **schedule** applies to **trailers** which are **your** property or for which **you** are responsible when attached to or detached from the **vehicle** (and not attached to another vehicle).

## A017 – Excluding Drivers Under A Specific Age Unless Named

This **endorsement** applies to the policy as a whole unless there is a subsequent **endorsement** specific to a **vehicle** or **vehicle** type in which case that subsequent **endorsement** shall take precedence.

This policy does not apply when the **vehicle** is being driven by any person under the age shown below.

Provided always that this **endorsement** does not apply to the **drivers** shown below.

**Age (years)**                      **Driver**  
See additional criteria shown in **Schedule**

## T001 – Excluding Drivers Under a Specific Age on Vehicle Type

This **endorsement** applies to the policy as a whole unless there is a subsequent **endorsement** specific to a **vehicle** in which case that subsequent **endorsement** shall take precedence.

This policy does not apply while any **vehicle** of the type shown below is driven by any person aged under the age shown below.

**Vehicle type**                      **Age (years)**  
See additional criteria shown in **Schedule**

## T002 – Excluding Specific Driver on Vehicle Type

This policy does not apply when any **vehicle** of the type shown below is driven by any **driver** shown below.

**Vehicle type**                      **Driver**  
See additional criteria shown in **Schedule**

## V002 – Excluding Drivers Under Specific Age on Specific Vehicle Unless Named

This policy does not apply when any **vehicle** bearing registration mark shown below is driven by any person aged under the age shown below.

Provided always that this **endorsement** does not apply to the drivers shown below:

**Vehicle Registration Mark**                      **Age (years)**                      **Driver**  
See additional criteria shown in **Schedule**

## V004 – Excluding Fixtures and Fittings Specified Commercial Vehicle

Sections A and C do not cover loss of or damage to any fixtures fittings or contents of the **vehicle** other than those fixtures fittings and contents which are installed by the manufacturers to a standard goods carrying commercial vehicle of the same make and model as the **vehicle**.

Provided that this endorsement only applies to the **vehicle** bearing registration mark

**Vehicle** Registration Mark  
See additional criteria shown in **Schedule**

## V005 – Excluding PL Risks Specified Vehicle

Other than to meet the requirements of any compulsory motor insurance legislation operative within the **geographical limits** section G does not cover death of or bodily injury to any person when such person is in mounting onto or dismounting from the **vehicle** bearing registration mark

**Vehicle** Registration Mark  
See additional criteria shown in **Schedule**

## V006 – Excluding Specific Driver on Specified Vehicle

This policy does not apply when any **vehicle** bearing registration mark shown below is driven by any driver shown below:

**Vehicle** Registration Mark                      **Driver**  
See additional criteria shown in **Schedule**

## V007 – Excluding Windscreen Cover Specified Vehicle

This policy does not cover breakage of the windscreen or any window glass of the **vehicle** or for scratching of body work resulting solely and directly from such breakage unless additional damage is sustained by the **vehicle**

Provided always that this endorsement applies only to the **vehicle** bearing registration mark:

**Vehicle** Registration Mark  
See additional criteria shown in **Schedule**

## V008 – Named Drivers Specific Vehicle

Driving in respect of any **vehicle** bearing registration mark shown below is restricted to those **drivers** shown below only.

**Vehicle** Registration Mark                      **Driver**  
See additional criteria shown in **Schedule**

## V012 – Excluding Fixtures and Fittings Specific Trailer

Sections A and C do not cover loss of or damage to any fixtures fittings or contents of any **trailer** other than those fixtures fittings and contents which are installed by the manufacturers to a standard trailer of the same make and model as the **trailer**

Provided always that this endorsement only applies to the **trailer** bearing identification number(s)

Identification number  
See additional criteria shown in **Schedule**

## V013 – Excluding PL Risks Specific Trailer

Other than to meet the requirements of any compulsory motor insurance legislation operative within the **geographical limits** section G does not cover death of or bodily injury to any person when such person is in mounting onto or dismounting from the **trailer** bearing identification number

Identification number  
See additional criteria shown in **Schedule**

## V014 – Additional Excess on Specific Vehicle

The **excess** shown below applies to any claim under the sections shown in respect of the **vehicle** bearing the registration mark shown below.

This amount is in addition to any other **excess** applicable.

Vehicle Registration Mark	Excess	Section
See additional criteria shown in	<b>Schedule</b>	

## V016 – Note Owner

It is noted that the **vehicle** bearing registration mark shown below is owned by the person identified against each **vehicle** registration mark.

Vehicle Registration Mark	Owner
See additional criteria shown in	<b>Schedule</b>

The remainder of this document is intentionally blank.