

BrokerDirect Plc
A better way to insure



Light Commercial Vehicle Insurance Policy

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About your Policy

Insurance policies are legal contracts and *your* insurance documents serve as evidence of the contract *you* have made with *us*. To understand exactly what cover *we* are providing to *you*, the following documents need to be read in conjunction with each other:

- **Policy Wording (this document)** – This is *our* standard policy wording containing details of what is covered and what is excluded by the various sections.
- **Endorsements** – These amend or supplement the standard cover shown in the Policy Wording.
- **Schedule** – This contains details of *you*, *your vehicle*, the period of insurance, the type of cover and the premium.
- **Motor Insurance Certificate** – This is the evidence of insurance cover as required by law and it is the document *you* must show to the Police or Law Courts if asked.
- **Statement of Facts** – This records the information on which this contract of insurance is based (a new Statement of Facts will be sent to *you* whenever *your* broker processes a change to this information, and at renewal).
- **Renewal Notice** – This sets out any changes to the Policy Wording and Schedule details which apply from renewal date.

Please read and check these documents very carefully and keep them in a safe place. If *you* have any questions about the cover *we* are providing, or *you* wish to change the cover, please contact *your* Insurance Broker immediately.

If during the period of insurance the cover provided by *your* insurance policy is changed, replacement documents incorporating the changes will be issued.

The Insurance

You having paid or agreed to pay the premium, *we* will give *you* the insurance cover shown in the Schedule under the terms of the policy. The insurance applies anywhere in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands (or whilst in transit between ports in this area) for the period of insurance shown in the Schedule and Motor Insurance Certificate. The information provided by *you* and recorded in the Statement of Facts is incorporated into and forms the basis of this contract of insurance.

Definitions

The following words have the meaning shown below wherever they appear in the policy:

CLAIMLINE – the telephone number shown on *your* Motor Insurance Certificate (also on the Schedule and any Renewal Notice) which *you* should use to notify claims, 24 hours a day/365 days a year.

Comprehensive Cover – All parts of this policy will apply if *you* have chosen Comprehensive Cover. There may be Endorsements written into *your* Schedule which may limit this cover.

Third Party Fire and Theft Cover – Sections A,B,C,H and I only will apply if *you* have chosen Third Party Fire and Theft Cover. Under Section B Loss of or Damage to *your vehicle*, cover is limited to loss of or damage to *your vehicle* caused by fire, lightning, explosion, theft and attempted theft. There may be Endorsements written into *your schedule* which may limit this cover.

Third Party Only Cover – Sections A, C, H and I only will apply if *you* have chosen Third Party Only Cover.

Excess – The amount *you* will have to pay if *your vehicle* is lost, stolen or damaged.

Hazardous Goods – The term *Hazardous Goods* means those detailed in:

- a The Dangerous Substances (Conveyance by Road in Road Tankers and Tank Containers) Regulations 1992.
- b The Carriage of Dangerous Goods (Classification Packaging and Labelling) and Use of Transportable Pressure Receptacles Regulations 1996.
- c The Carriage of Explosives by Road Regulations 1996.
- d The Approved List of Dangerous Substances as published by the Health and Safety Executive.

Any other legislation of similar intent (including subsequent legislation) if applicable.

Husband or Wife – The person to whom *you* are legally married.

Market Value – The cost of replacing *your vehicle* taking into account its make, model, mileage, age, condition and the circumstances of its purchase by *you*.

Terrorism – Any act, including, but not limited to, the preparation of, use of or threat of any force, violence or life threatening act by any person or group of persons acting alone or on behalf of or in connection with any organisation or government, which appears to be intended for or from its nature and context is done in connection with political, religious, ideological or similar purpose, including the intention to influence, intimidate or coerce any government or put the public or any section of the public in fear, or appears to be intended to disrupt any segment of the economy. Any act deemed by the government to be an act of Terrorism.

We/Us/Our – the authorised insurers, named in the Schedule.

You, Your, Yourself, The Insured – The policyholder named in the Schedule and in the Motor Insurance Certificate.

Your Vehicle – Any Vehicle and any Accessories on or attached to it as described in:

- paragraph 1 of *your* Motor Insurance Certificate;
- or
- *your* policy Schedule.

Accessories – Includes spare parts for *your vehicle* and entertainment systems and communication equipment only, if permanently fitted to *your vehicle*.

Claims Information

An immediate call to **CLAIMLINE** will ensure that *your* claim is handled quickly and smoothly. Immediate assistance is available on this number 24 hours a day, 365 days a year.

CLAIMLINE provides the following services:

- The first point of call to notify a motor accident, damage to *your* windscreen, vandalism or theft of *your vehicle* – regardless of fault.
- Experienced claims handlers at the end of the telephone 24 hours, 365 days a year.
- Priority service and speedy repair of *your vehicle* at one of *our* authorised repairers.

Section A

Your Liability to Others

What is Covered

1 Cover We Provide for You

We will pay all the amounts for which *you* are legally liable in respect of:

- the accidental death of or bodily injury to any person;
- accidental damage to anyone's property;
- costs recovered by any claimant and/or costs incurred in the defence of any claim where a claim is contested by *us*, or with *our* written consent;

caused by or arising out of:

- i the use of
- ii goods falling from
- iii during the operations of loading/unloading *your vehicle*.

2 Cover We Provide for Other People

We will cover the following people for legal liabilities to others:

- Anyone *you* allow to drive *your vehicle* as long as they are allowed to by *your* Motor Insurance Certificate and Schedule and are using *your vehicle* within the Limitations of Use specified.
- Anyone travelling in, getting into or out of *your vehicle*.
- All companies forming *the insured* as though separate policies had been issued in their individual names, provided the total limit for all other parties does not exceed the limit stated in the policy.
- Any principal of *the insured* provided that *the insured* would have been entitled to cover if the claim had been made against *the insured*.

Subject to the indemnity in respect of damage to property being limited to £5,000,000 (whilst *your vehicle* is carrying any *hazardous goods*, the indemnity is limited to £1,000,000) or such greater sum as may be required by the compulsory motor insurance legislation in the country in which the insured event occurs, including all costs for any one occurrence or series of occurrences arising from one cause.

3 Your Legally Appointed Representatives

After the death of anyone who is covered under this policy, *we* will protect that person's estate against any liability they had if that liability is insured under this policy.

4 Legal Fees and Expenses

If there is an accident insured under this policy *we* will arrange and pay for:

- a solicitor or barrister to represent anyone insured under this policy at a coroner's inquest or court of summary jurisdiction;
- defending anyone covered under this policy if they are charged with manslaughter or causing death by reckless or dangerous driving;
- any costs incurred with *our* written agreement.

What is Not Covered

We will not cover liability for death of or injury to any employee in the course of their employment by anyone insured by this policy if the employer is covered by an Employer's Liability policy, except where required by the relevant Road Traffic Acts.

We will not cover liability for loss of or damage to property which belongs to, or is held in trust by, or is in the care, custody or control of, any person insured by this policy.

This section does not cover loss of or damage to **your vehicle** or trailer.

The liability of anyone who is covered under any other policy.

Any contractual liability

Damage to any bridge, viaduct, weighbridge, road or anything beneath by vibration or by the weight of **your vehicle** and its load if **your vehicle** and/or trailer exceeds the maximum gross vehicle, plated or train weight permitted by the relevant law.

Death of or bodily injury to any person or damage to property caused directly or indirectly by Pollution or Contamination unless the Pollution or Contamination is caused directly by a sudden identified, individual, unintentional and unexpected incident which takes place entirely at a specific time and location during the period of insurance.

All Pollution or Contamination which results out of one incident shall be considered to have occurred at the time the incident took place. This exclusion to the policy shall not apply in circumstances where it is necessary to meet the requirements of any compulsory motor insurance legislation in force within the territorial limits of this policy.

Death of or bodily injury to any person or damage to property directly or indirectly caused by: delivery of a load where such delivery was not authorised, not ordered or unlawful; or, 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.

Death of or bodily injury to any person or damage to property directly or indirectly attributed to: any defects in or the action of any commodities or goods or anything including packaging containers and labels transported by or disposed of from **your vehicle** or trailer; or, treatment given or services provided at or from **your vehicle** or trailer.

We will not cover liability for loss, damage, injury, death or any other cost or expense directly or indirectly caused by, resulting from or in connection with any act of **terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss or any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism** except as is necessary to meet the requirements of any compulsory motor insurance legislation in force within the territorial limits of this policy.

Any liability to anyone covered by this policy where the terms, conditions or exceptions have been breached.

We will not be liable for claims for death, bodily injury, damage to property and aircraft, arising from **your vehicle** or trailer being driven or used on that part of an aerodrome, airport, airfield or military base provided for the take off or landing of aircraft on the surface and aircraft parking aprons including the associated service roads refuelling areas and ground equipment parking areas.

Section B

Loss of or Damage to Your Vehicle

What is Covered

1 We will pay for:

- loss of or damage to *your vehicle* up to the *market value of your vehicle*; and
- the cost of protecting and removing *your vehicle* to the nearest repairer and the reasonable cost of delivering *your vehicle* back to *you* after it has been repaired; and
- if the keys or lock transmitter of *your vehicle* are lost or stolen, the cost of replacing: affected locks; and/or lock transmitter and central-locking system; and/or affected parts of the immobiliser or alarm (or both); up to a maximum cost of £1,000 in total for any claim arising solely out of this cause.

2 Obsolete and Spare Parts

If any part or accessory is not available, *we* will pay for that part up to the cost shown in the manufacturer's last UK price list, plus a reasonable fitting cost.

3 Courtesy Van

If *your vehicle* is below 3,5 tonnes and insured Comprehensively and being repaired by one of *our* authorised repairers, *we* will provide *you* with a class A courtesy van whilst *your vehicle* is being repaired.



4 Replacing your Vehicle

If *your vehicle* has been owned by *you* or hired to *you* under a hire purchase agreement since new and during the period of one year after its first registration it is:

- lost by theft and not recovered within 28 days of the date on which the theft is first reported; or
- damaged to an extent greater than 50% of its list price (inclusive of tax) at the time of damage;

We will, subject to the consent of *you* and of other interested parties known to *us* and to *you* having Comprehensive Cover, replace *your vehicle* with a new one of the same manufacture and model subject to availability. Thereafter the lost or damaged vehicle shall be *our* property.

What is Not Covered

We will not cover any damage to *your vehicle* if at the time of the damage *your vehicle* was being driven by a person aged 17 to 24 and that person is not named in *your* insurance documents.

If *your vehicle* is lost, stolen or damaged, *you* will have to pay the first part of any claim as stated in *your* policy Schedule.

We will not pay any more than £750 (£250 if cover is Third Party Fire & Theft) for loss of or damage to permanently fitted audio equipment, navigation systems, telephones, two-way radios and their ancillary equipment unless it is the manufacturer's standard equipment for *your vehicle* when built and *you* have chosen Comprehensive policy cover.

If such equipment is designed to be removable or partly removable and cannot function independently of *your vehicle*, *we* will pay for loss or damage occurring in a building when the equipment has been removed temporarily for safekeeping.

Loss of or damage caused directly or indirectly by fire if *your vehicle* is equipped for the cooking and/or heating of food and/or drink.

Confiscation or requisition or destruction of *your vehicle* by or under order of any Government, Public or Local Authority.

If at any time a claim arises under this policy where there is another insurance policy in force covering the same loss or damage, the Insurer will only pay its proportionate amount of the claim.

Any Contractual Liability.

We will not cover loss of or damage to *your vehicle* caused by or following theft or attempted theft if it is unoccupied at the time of theft or attempted theft, unless *your vehicle* was locked and the ignition key or other removable ignition device was removed from *your vehicle*.

We will not cover depreciation, wear and tear, loss of value after repairing *your vehicle*, mechanical, electrical, electronic or computer failures, breakdowns or breakages.

We will not cover damage to tyres caused by braking, punctures, cuts or bursts.

We will not cover any damage or destruction due to pressure waves caused by aircraft or other flying objects.

We will not pay for any damage which existed before *our* cover commenced.

We will not cover the loss of or damage to *your vehicle* resulting from fraud or deception or by use of a counterfeit form of payment which a bank or building society will not authorise.

Section C

Emergency Treatment

If there is an accident insured by this policy, **we** will pay for emergency medical treatment which must be provided under any compulsory motor insurance legislation.

Any payment made in respect of emergency treatment alone will not reduce **your No Claim Discount**.

Section D

Medical Expenses

We will pay medical, surgical and dental fees up to £100 for each person being carried in **your vehicle** if they are injured in an accident involving **your vehicle**.

Section E

Personal Belongings

What is Covered

We will pay, at **your** request, up to £100 for personal belongings while in or on **your vehicle** if they are lost or damaged by accident, fire, theft or attempted theft.

What is Not Covered

We will not pay for loss or damage to:

- money;
- securities (financial certificates such as shares and bonds);
- jewellery, watches;
- mobile phones, pagers and other communication equipment;
- goods or samples which **you** or any person insured by this policy carry in connection with any trade or business.
- accessories

Section F

If You or Your Husband or Wife are Involved in an Accident

What is Covered

If *you* or *your husband* or *wife* are in an accident while travelling in *your vehicle* or getting into or out of *your vehicle* and this is the only cause of death or bodily injury to *you* or *your husband* or *wife*, we will pay £2,000 per person if:

- *you* or *your husband* or *wife* die; or
- *you* or *your husband* or *wife* suffer the total and permanent loss of sight in one or both eyes; or
- *you* or *your husband* or *wife* lose any limbs.

We will only pay for one benefit for death or injury to any person for any one injury in any one period of insurance.

What is Not Covered

We will not cover death or loss of sight or limb if this happens more than three months after the accident.

We will not cover any loss under this section if *you* are a firm, company or more than one person.

We will not make any payment for people aged 75 or over.

We will not cover any loss due to:

- deliberately injuring *yourself* or *your husband* or *wife*;
- suicide or attempted suicide;
- any injury caused by a natural disease or weakness;
- any injury caused by being under the influence of drugs or alcohol to a level which would be a driving offence in the country where the accident happens;
- Human Immunodeficiency Virus (HIV) and/or Acquired Immune Deficiency Syndrome (AIDS).



Section G

Trailers

What is Covered

We will provide indemnity in terms of Sections A and C in respect of:

- i any disabled mechanically propelled vehicle which is being towed by *your vehicle*;
- ii any trailer owned by *you* or for which *you* are responsible whilst it is:
 - a) attached to a vehicle
 - b) detached from a vehicle.

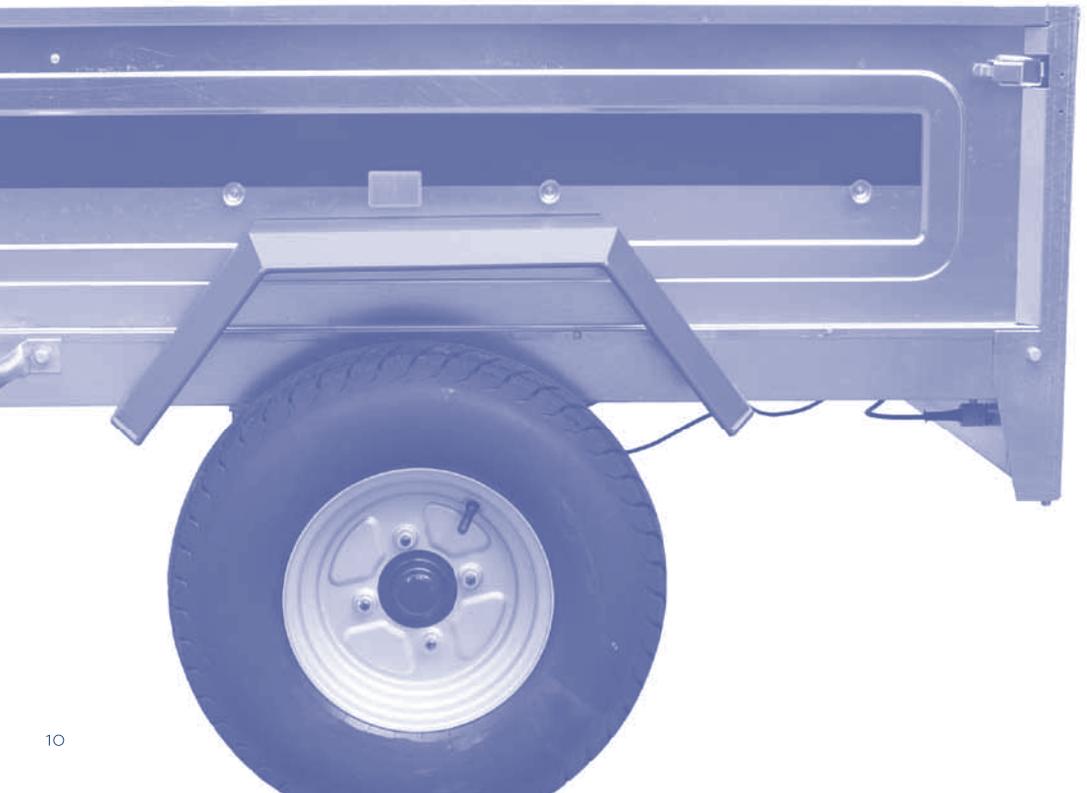
Provided that *you* are not entitled to indemnity under any other policy *we* will also indemnify *you* (and no other person) in the terms of Sections A and C in respect of any trailer described above whilst it is attached to a vehicle which is neither owned by *you* nor in *your* custody or control.

What is Not Covered

We shall not be liable for any liability arising out of the operation as a tool of trade of any plant forming part of the trailer (other than a lifting device for self loading) except in so far as is necessary to meet the requirements of any compulsory motor insurance legislation.

Loss of or damage to the towed vehicle or trailer or to property being conveyed by it.

Loss of or damage while the towed vehicle or trailer is being towed for reward.



Section H

Foreign Travel and European Union Compulsory Insurance

The policy provides the minimum cover *you* need by law to use *your vehicle* in the following countries:

- any member of the EU, Iceland, Liechtenstein, Norway, Romania, Croatia and Switzerland;

provided that:

- *your vehicle* is taxed and registered in the UK;
- *your vehicle* is otherwise permanently kept in the UK;
- *your* main permanent address is in the UK.

If *you* wish to increase the level of cover up to the cover shown on *your schedule*, *you* must give *us* at least 14 days notice of *your* intended journey and, if required, an additional premium must be paid. The policy may be subject to additional terms and conditions.

Section I

No Claim Discount

Your premium is discounted if *you* do not make a claim in consecutive periods of insurance.

If *you* make a claim under *your* policy, any No Claims Discount will be reduced at next renewal, in accordance with *our* scale applicable at that time, unless *we* recover in full the payments *we* make in settlement of *your* claim.

General Exceptions applying to this Policy

This policy does not cover the following:

- 1 Loss or damage or legal liability caused directly or indirectly by:
 - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the burning of nuclear fuel; or
 - the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear machinery or any part of it.

- 2 Loss, damage, injury or liability as a result of:
 - earthquake; or
 - underground fire; or
 - war, invasion, revolution or any similar event.

However, **we** will provide the cover **you** need under any compulsory motor insurance legislation.

- 3 Any claim or damage arising while **your vehicle** is being:
 - driven by anyone who is not mentioned in **your** Motor Insurance Certificate; or
 - used for a purpose which is not permitted by **your** Motor Insurance Certificate.
 - driven by anyone who does not hold a licence to drive **your vehicle** or who has a Provisional Licence and is not accompanied by a holder of a Full Licence.

However, this exception does not apply to:

- claims under Section B (Loss of or Damage to **your vehicle**); and
 - the cover given to **you** (and no other person) under Section A (**your** liability to others); while **your vehicle** is being used by a motor trader for servicing or repair.
- 4 Loss, damage or liability caused by riot or civil commotion outside Great Britain, the Isle of Man or the Channel Islands other than as required by any compulsory motor insurance legislation.
 - 5 Loss, damage or liability arising from an accident outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands other than as provided for under Section H.
 - 6 Consequential loss to **you** arising directly or indirectly from accident, injury or loss.
 - 7 Legal liability arising out of any judgement in any court outside the territorial limits to which the policy applies.

General Conditions applying to this Policy

- 1 **You** shall pay the premium or any premium instalment on demand.
- 2 **You** shall, as soon as reasonably possible, notify **us** of any accident or claim and shall, with reasonable speed, provide such information as **we** require.
- 3 **You** must not pay or offer or agree to pay any money or admit liability or settle any claim without **our** permission.
You must co-operate with **us** at all times.

4 How **we** deal with claims

If **your vehicle** is lost, stolen or damaged, **we** may decide to:

- pay for any necessary repairs to **your vehicle**; (if **we** pay for any necessary repairs to **your vehicle**, **we** may decide to use suitable replacement parts which are not supplied by the original manufacturer); or
- replace **your vehicle**; or
- pay **you** for any loss or damage up to the **market value** of **your vehicle**.

If **your vehicle** is under a hire purchase agreement, **we** will pay the legal owner for the damage to **your vehicle**.

If **your vehicle** is on lease hire **we** may be required to make **our** payment to the owners (in this event **our** payment will be in full and final settlement of **our** liability under the Section B of **your** policy).

We can, in **your** name:

- take over and defend or settle a claim;
- take proceedings at **our** own expense and benefit to recover any payment for loss, damage, injury or death **we** have made under this policy.

5 Keeping to the terms of the policy

We will only give **you** the cover described in the policy if:

- any person claiming has met all the Conditions as far as they apply; and

- the information given in the Statement of Facts on which this policy is based is complete and correct as far as **you** know.

6 Compulsory insurance

If the law of any country in which this policy covers **you** says **we** must pay a claim which **we** would not otherwise have paid, then **we** are entitled to recover these payments from **you**.

7 Cancelling **your** policy

You may cancel **your** policy by giving seven days notice and returning **your** Motor Insurance Certificate to **your** insurance broker.

We may cancel the policy by giving **your** seven days written notice to **your** last known address.

If **you** fail to pay an instalment when due, **your** cover will immediately be reduced to the minimum required under the Road Traffic Act and will remain at this level until the instalment is paid or the policy is cancelled.

At cancellation, **you** are required to return **your** Motor Insurance Certificate to **your** insurance broker.

Upon cancellation, a return premium will be calculated and:

- if **you** have paid the total premium and not made a claim, a refund may be payable through **your** broker less a charge of £50; or
- if **you** have been paying the premium by instalments, **you** remain liable for any outstanding balance and **we** will write to **you** to request immediate settlement of any amount due. **You** will not be entitled to a refund of any instalments already paid.

Confirmation of No Claim Discount will not be issued if the policy is in arrears or if **you** fail to return **your** Motor Insurance Certificate.

General Conditions applying to this Policy (cont.)

8 Reasonable precautions

You must take all reasonable precautions to protect *your vehicle* from loss and damage and to keep it in a good roadworthy condition. *You* must let one of *our* authorised representatives inspect *your vehicle* at any reasonable time.

9 Fraud

If *you* or anyone acting on *your* behalf makes any false or fraudulent claim or supports a claim by false or fraudulent document, device or statement, this policy shall be void and *you* shall forfeit all rights under the policy. In such circumstances, *we* retain the right to keep the premium and to recover any sums paid by way of benefit under the policy.

10 Choice of law

English law will apply to this contract of insurance unless *you* and *we* agree otherwise.

11 Vehicle sharing

Your policy also covers *Your vehicle* when *you* are paid for carrying passengers for social reasons or similar, as long as:

- *your vehicle* is not built or adapted to carry more than eight passengers (not including the driver); and
- the passengers are not being carried as part of a business of carrying passengers; and
- *you* do not profit from the total amount of money *you* are paid for the journey.

If *you* have any doubts as to whether or not any vehicle sharing *you* have arranged is covered by this policy, please contact *your* insurance broker immediately.

12 Changing *your* details

You must tell *us* immediately about any changes in the information recorded in the Statement of Facts which may affect *your* policy cover. Here are some of the changes *you* must tell *us* about:

- *You* change *your vehicle*;
- Changes made to *your vehicle* from the manufacturer's standard UK specification including those which improve its value, performance or attractiveness to thieves;
- *You* want to use *your vehicle* for a purpose not permitted in *your* Motor Insurance Certificate;
- *You* become aware of any medical or physical condition of any driver which may affect their ability to drive;
- *You*, or any other driver covered by *your* policy, are convicted of a criminal or motoring offence (including fixed penalty offences) or have their licence suspended;
- *you* change *your* address or the address where *you* normally keep *your vehicle*;
- *you* or any driver covered by this policy change occupation including any part-time work.

Failure to tell *us* about such changes may invalidate *your* insurance. If *you* have any doubt as to whether to inform *us* about any changes, please consult *your* insurance broker.

13 Rights of Parties

A person or company who was not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

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A better way to insure



In the event of a claim please
refer to your certificate for your
Claimline telephone number