

**BrokerDirect** Plc  
A better way to insure



# VanCare

## Light Commercial Vehicle Policy

# Contents

Page

- 2 **About *your* Policy**
- 4 **Definitions**
- 5 **Section 1 – Accidental Damage to the *Vehicle***
- 5 **Section 2 – Fire and Theft**
- 5 **Exceptions to Section 1 & 2**
- 6 **Claims Settlement – Section 1 & 2**
- 7 **Section 3 – Liability to Third Parties**
- 8 **Exceptions to Section 3**
- 10 **Section 4 – Additional Benefits for all *our* policyholders**
- 12 **General Policy Exceptions**
- 14 **General Terms and Conditions**
- 17 **How Broker Direct Plc deal with complaints**
- 18 **How Broker Direct Plc and *your* insurer use *your* Information**
- 21 **Endorsements**

# About *your* Policy

## Introduction

Thank *you* for purchasing this insurance.

*Our* VanCare cover is designed to provide complete peace of mind for *vehicle* owners and is serviced by *our* UK based claims and service centre teams.

So should disaster or misfortune strike *you* are protected by outstanding customer service and financial security.

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

*Your* policy provides cover for the drivers, the insured *vehicle*, and for the sections and period of insurance shown in *your* *Policy Schedule*. *You* must read *your* *Policy Wording*, *Policy Schedule*, *Statement of Facts*, *Motor Insurance Certificate* and any Cover Note or *Endorsements* as one single contract. Please read all documents to make sure the cover provided meets *your* needs. If this is not the case, please contact *your* insurance broker as soon as possible.

## Premium Payment

*Your* policy provides the cover for the period of insurance shown on the *Policy Schedule*, subject to *you* having paid the premium to *us*.

## How to make a claim

If there is an incident which may result in a claim, either in respect of damage to the *vehicle* or a possible claim by a third party against *you*, telephone *our* **Claimline: 01204 600303** for immediate help and assistance.

## Complaints

We pride ourselves on *our* service, but occasionally things go wrong. If *you* wish to make a complaint, please contact *us* at:

Phone: **01204 600200**

Address:

Broker Direct Plc

Deakins Park

Deakins Mill Way

Egerton, Bolton

BL7 9RW

Email: [compliance@brokerdirect.co.uk](mailto:compliance@brokerdirect.co.uk)

Please see page 17 for full details of *our* complaints process.

## Your cancellation rights

If *you* decide that *you* do not want to accept the policy (or any future renewal of the policy by *us*), please tell *your* insurance broker of *your* decision, in writing or by phone, within 14 days of receiving the policy (or for renewals within 14 days of *your* policy renewal date). *You* will be entitled to a pro-rata refund of premium provided no claim has been made during the current period of insurance and subject to a minimum premium of £35 (plus Insurance Premium Tax).

Please see General Terms and Conditions for full details of all cancellation conditions and charges.

## Territorial Limits

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 details of using *your vehicle* abroad, please refer to the European Union (EU Compulsory Insurance) Section 4 of this *Policy Wording*.

## Alterations

*Your* most recent *Statement of Facts* sets out the information *we* were given when *we* agreed to provide *you* with the cover and terms of the policy. *You* must tell *us* or *your* insurance broker

immediately if any of *your* information is incorrect or changes. If *we* have wrong information this may result in the correct premium being charged and/or claims not being paid in full, or *your* insurance may not be valid and claims will not be paid. Please refer to the *Statement of Facts* which forms part of the Policy Documents.

This policy is arranged by *your* insurance broker whose contact details appear on the Schedule.

Broker Direct Plc are an intermediary and not an insurer. Broker Direct Plc has not made any personal recommendation regarding the sale of this policy.

This policy is marketed and serviced by Broker Direct Plc in accordance with the authorisation the Insurer has granted under the terms of a contract between Broker Direct and the Insurer. This contract makes Broker Direct Plc the Insurer's agent and gives them the authority to perform certain acts on the Insurer's behalf, but does not affect *your* rights to claim or make a complaint.

Broker Direct Plc is registered in England.

No.2958427. Registered Office: Deakins Park, Deakins Mill Way, Egerton, Bolton BL7 9RW.

Authorised and regulated by the Financial Conduct Authority. Accredited Insurance (Europe) Limited is authorised and regulated by the Malta Financial Services Authority and is subject to limited regulation by the UK's Financial Conduct Authority and the Prudential Regulation Authority under Firms Registration Number (FRN) 608422. Accredited Insurance (Europe) Limited is licensed in accordance with the Insurance Business Act, 1988 (Chapter 403, Laws of Malta) to carry out insurance and reinsurance business.

# Definitions

Certain words have specific meanings where they appear in this policy. These words are printed in italics in the *Policy Wording*; their meanings are shown below.

**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* and only apply if shown in your *Policy Schedule*. The *endorsement* list can be found at the back on this *Policy Wording*.

**Policy Schedule** – This contains details of you, the vehicle, the period of insurance, the type of cover, the premium and the *endorsements* applying to your policy.

**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 we were given when we agreed to provide the cover and the terms of your policy. A new *Statement of Facts* will be sent to you whenever your insurance broker processes a change to this information and at renewal.

**Renewal Notice** – This sets out any changes to the *Policy Wording* and *Policy Schedule* details which apply from renewal date.

**Audio equipment** – *Audio equipment*, navigation systems, telephones or mobile phones, computers, computer tablets, two-way radios, and their ancillary equipment, unless fitted permanently to the vehicle.

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

**Courtesy van** – A small, car derived van, provided by the authorised repairer for the duration of an authorised repair. The provision of a *courtesy van* is not an automatic entitlement under the policy and will only be supplied where available.

**Endorsement** – A change to the terms of your insurance policy, replacing the standard cover shown in the *Policy Wording*. An *endorsement* is only applicable if the *endorsement* number is shown in your *Policy Schedule*. The *endorsement* list can be found at the back on this *Policy Wording*.

**Excess** – the amount which you must pay towards a claim and is shown on your *Policy Schedule*.

**Market value** – The cost of replacing your vehicle with one of a similar age, type, condition and history by reference to vehicle value websites and publications (including but not limited to ‘Glasses Guide’) and, where applicable, a suitably qualified independent motor engineer.

**Panoramic roof** – A vehicle roof system manufactured as single or multi-panel sunroof that offer the benefits of a sunroof to the front and rear passengers of the vehicle

by covering the entire passenger compartment or the majority of it.

This does not form part of the vehicle windscreen/glass of the vehicle.

**Personal effects** – Your personal belongings that are in or on your vehicle at the time of an accident, fire or theft.

**Terrorism** – In the *United Kingdom* or in any other territory, *terrorism* shall follow the interpretation as set out in Part 1 of the Terrorism Act 2000 or as per any subsequent amendments thereto or successors thereof, which states:

(1) in this Act, *terrorism* means the use or threat of action where –

- a) the action falls within subsection (2),
- b) the use or threat is designed to influence the government or an international governmental organisation or to intimidate the public or a Section of the public, and;
- c) the use or threat is made for the purpose of advancing a political, religious or ideological cause.

(2) Action falls within this subsection if it –

- a) involves serious violence against a person,
- b) involves serious damage to property,
- c) endangers a person's life, other than the person committing the action,
- d) creates a serious risk to the health or safety of the public or a Section of the public,
- e) is designed to interfere with or seriously disrupt an electronic system.

(3) The use or threat of action falling within subsection (2) which involves the use of firearms or explosives is *terrorism* whether or not subsection (1b).

**United Kingdom** – England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

**Vehicle** –

- a) the vehicle specified in the *Motor Insurance Certificate*, and any courtesy vehicle supplied by us whilst the vehicle is being repaired;
- b) any spare parts and accessories fitted in or on to the vehicle, or whilst removed and kept inside your private garage, and;
- c) a trailer up to the value of £5000, provided additional cover is purchased.

**Voluntary work** – Unpaid work for a registered charity or similar organisation.

**We/us/our** – Accredited Insurance (Europe) Limited and, where the context requires Broker Direct Plc.

**You/your** – The person named in the *Policy Schedule* as the policyholder.

# Cover

## Section 1

### Accidental Damage to the Vehicle

(not applicable if cover is Third Party Fire & Theft or Third Party Only)

- 1.1. We will pay for damage to the *vehicle*, which is not covered under Section 2 – Fire or Theft.
- 1.2. In addition, we will pay:
  - For a *courtesy van* (if *your vehicle* is below 3.5 tonnes), when the *vehicle* is being repaired by a Broker Direct Authorised Repairer;
  - Up to the amount indicated by the *endorsements* applicable to *your policy* for *personal effects* damaged in an incident for which there is a valid claim under paragraph 1 of this Section.

#### Windscreen

Any payment made solely in respect of damage to glass in the *vehicle*'s windscreen or windows and any scratching to the bodywork caused by the broken glass will not reduce *your* No Claims Discount.

Any applicable excess will be displayed in the *Policy Schedule* and via *endorsement*.

#### Notes:

- a) *Panoramic Roofs* are excluded from Windscreen cover and any damage or loss will be treated as a claim under Section 1 and the standard policy excesses and No Claims Discount step back process will apply.
- b) The windscreen payment limit when not using *our* authorised suppliers is £250 as outlined in the windscreen *excess endorsement* applying to *your* policy.

## Section 2

### Fire and Theft to the Vehicle

(not applicable if cover is Third Party Only)

- 2.1. We will pay for loss of or damage to the *vehicle* caused by fire, lightning, explosion, theft or attempted theft.
- 2.2. In addition, we will pay:
  - Up to amount displayed in the *Policy Schedule* for *personal effects* lost or damaged in an incident for which there is a valid claim under paragraph 1 of this Section.

**Note:** All cover under Sections 1 and 2 is subject to the Exceptions, Claims Settlement, and Conditions stated in this policy.

#### Exceptions to Sections 1 & 2

We will not pay for:

- 1.2.1. Any excess shown in the *endorsements* and/or *Policy Schedule*.
- 1.2.2. Damage which existed before the incident for which *you* are claiming.
- 1.2.3. Loss of use, wear and tear, depreciation, mechanical or electrical or electronic or computer failures or breakdowns or breakages, damage caused by freezing, losses *you* sustain through not being able to use the *vehicle* and the cost of hiring another *vehicle*.
- 1.2.4. Reduction in value of the *vehicle* as a result of damage, whether repaired or not.
- 1.2.5. Money (including credit cards, cash, debit and cheque cards), stamps, tickets, documents or securities.
- 1.2.6. Goods, tools, samples or equipment carried in connection with any trade or business unless specified by *endorsement* shown on the *Policy Schedule*.
- 1.2.7. Property covered under any other insurance.
- 1.2.8. *Audio equipment* (see also “Claims Settlement”). If such equipment is designed to be removable or partly removable and cannot function independently of the *vehicle*, we will pay for loss or damage occurring in a building when the equipment has been removed temporarily for safekeeping.
- 1.2.9. *Personal effects* damaged by an incident for which there is a valid claim unless specified by *endorsement* shown on the *Policy Schedule*.
- 1.2.10. Loss as a result of any person obtaining or attempting to obtain the *vehicle* using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectible, irrecoverable or irredeemable for any reason.
- 1.2.11. Loss of or damage to the *vehicle* where possession is obtained by fraud, trick or false pretences.
- 1.2.12. Loss resulting from repossession of the *vehicle* or restitution to its rightful owner.
- 1.2.13. Damage caused deliberately by *you* or anyone driving or using the *vehicle* with *your* permission.

# Cover (cont.)

- 1.2.14. Loss of or damage to the *vehicle* resulting from unauthorised use of the *vehicle* by a person known to *you*, unless that person is convicted for theft.
- 1.2.15. Property stolen from an open *vehicle*, unless taken from a locked boot or locked glove compartment.
- 1.2.16. Loss or damage from theft of attempted theft where:
- a) all locks have not been engaged; or
  - b) any windows have been left open; or
  - c) the immobiliser is either not working or not been activated; or
  - d) the keys have been left in or on *your vehicle*.
- 1.2.17. Loss or damage caused directly or indirectly by fire if *your vehicle* is equipped for the cooking and/or heating of food and/or drink.
- 1.2.18. If a *courtesy van* has been provided, *you* will have to pay the hire costs if *you* keep the *vehicle* for longer than agreed.
- 1.2.19. *You* will have to pay the running costs of the *courtesy van* and also any penalties or fines incurred by *you*, while *you* are using the *vehicle*.
- 1.2.20. Damage to tyres caused by braking, punctures, bursts or cuts.
- 1.2.21. Loss or damage to trailers unless additional cover has been purchased for this cover.
- 1.2.22. Loss or damage caused by an inappropriate type or grade of fuel being used (unless stated as covered by *endorsement*).
- 1.2.23. Loss or damage when *your vehicle* is left unattended if the last person in charge of *your vehicle* before the loss or damage happened is not shown on *your Motor Insurance Certificate* as allowed to drive.
- 1.2.24. Fire explosion damage to private garage whilst *your vehicle* is within.
- 1.2.25. Temporary hire van if *your vehicle* is stolen.
- 1.2.26. Losses or damage defined in the General Policy Exceptions.
- 1.2.27. The first £500 of loss of or damage to *your vehicle*, if *your vehicle* is refrigerated, in addition to any other *excess* shown in the *endorsements* and/or *Policy Schedule*.
- 1.2.28. Loss of fuel.
- Repairs will usually be carried out by the nearest Broker Direct Authorised Repairer, who will guarantee the work for five years.  
Unless doing so would invalidate a car manufacturer's warranty, in which case, an alternative garage may be arranged. When we repair *your vehicle* we may use parts or accessories which are not made or supplied by *your vehicle's* manufacturer. They will be of a similar quality to the parts and accessories which are being replaced.
  - If a repair or replacement leaves *you* with a better *vehicle* than before the incident, we may ask *you* to pay a fair contribution to the cost of the claim.
  - If the *vehicle* is a total loss (for example, stolen and not recovered or damaged beyond economical repair), we will pay the *market value* of the *vehicle* at the time of the incident. We will have the right to own the salvage. We will not be responsible for storage charges resulting from any avoidable delay by *you* in authorising us to remove the *vehicle* to free storage.  
We will not return any premium for the remaining period of insurance in the event of cancellation by *you*.
  - We will not pay more than the manufacturer's last published list price, plus the reasonable cost of fitting, for any part or accessory.
  - If the *vehicle* is the subject of a hire purchase or leasing agreement, we will normally make any payment for the total loss or destruction of the *vehicle* to the legal owner, whose receipt of *our* payment will be a full and final discharge of *our* liability.
  - For loss of or damage to the *vehicle's audio equipment*, we will pay the cost of repair or replacement by the contractor appointed by CLAIMLINE. The maximum amount payable is shown by *endorsement* on *your Policy Schedule*, unless the equipment was installed by the manufacturer or authorised dealer in accordance with the *vehicle* manufacturer's specification.

## Vehicle Recovery

If the *vehicle* cannot be driven after an incident which is covered under Section 1 or Section 2, we will pay the reasonable cost of protecting it and removing it to the nearest Broker Direct Authorised Repairer or another place as agreed by *us*. We will also pay for it to be brought back to *your* address shown in the *Policy Schedule*.

## Claims Settlement – Sections 1 & 2

- We will, at *our* option, make a payment of cash or repair or reinstate or replace parts, following loss of or damage to the *vehicle*.

## Section 3

### Liability to Third Parties

3.1. We will indemnify you for your legal liability for

- The death of, or bodily injury to any person (including your passengers who are in the *vehicle* at the time of the accident); or
- Damage to property of others; caused by or in connection with the *vehicle* being used in accordance with your *Motor Insurance Certificate*.

The cover also applies to:

- Any person who is travelling in the *vehicle* or getting into or out of the *vehicle*.
- If your *Motor Insurance Certificate* allows business use, the employer of any person permitted by your *Certificate* to use the *vehicle* for business purposes.
- Any person you allow to use (but not drive) the *vehicle* for social, domestic and pleasure purposes only.
- The legal representatives of you or any person insured under this policy, who would have been entitled to reimbursement under this Section, in respect of that person's liability.

3.2. We will pay:

- Damages, costs and expenses at law.
- Costs incurred, providing we have given our written consent.

If you or any person covered by this Section has an accident that is covered by this Section of your policy we will pay:

- solicitor's fees to represent that person at a coroner's inquest or fatal accident inquiry, as long as we have agreed to do so beforehand.
- the cost of reasonable legal services which we arrange to defend that person against a charge of manslaughter, corporate manslaughter, corporate homicide act 2007 or causing death by careless, or dangerous driving or in a magistrates court proceedings involving allegations arising out of a collision with a third party vehicle or pedestrian.

You must notify us of any proceedings as soon as you are notified.

We will only arrange such legal services where it is more likely than not that the defence will be successful. Such cover is limited to instances where it is in our own interest to make payments for the purpose of defending or representing you and any other person covered by this Section. This cover is additional to the main cover provided by this Section and is limited to £5000.

Subject to the indemnity in respect of damages to property being limited to the amount indicated by endorsement on the *Policy Schedule* 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.

3.3. Other Drivers using Your Vehicle: 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 *Policy Schedule* and are using your *vehicle* within the limitations of use specified in your *Motor Insurance Certificate*.

3.4. Legal 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.

3.5. Cover for Principal: If the *vehicle* is being used for business use or *voluntary work* by an authorised driver, the terms provided under Section 3 are extended to include any liability attached to a principal to meet the requirements of any agreement or contract that you may be under with that principal, as a result of the use of the *vehicle*.

Note: All cover under Section 3 is subject to the Exceptions and Conditions stated in this policy.

#### Additional Cover to Section 3

3.6. Trailer

We will provide indemnity in terms of Section 3 in respect of:

- Any disabled mechanically propelled vehicle which is being towed by your *vehicle*.
- Any trailer owned by you or for which you are responsible whilst it is attached to the *vehicle*.

# Cover (cont.)

We do not cover:

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.

Towing more trailers than the number allowed by law.

Death of or injury to any person travelling in or on a trailer or caravan *you* are towing, other than where we are required to under the Road Traffic Acts or any other legislation applicable to motor insurance.

Loss, damage or liability whilst a vehicle other than the insured *vehicle* is being towed which is the responsibility of the person driving or steering the vehicle being towed by *you*.

## 3.7. Emergency Treatment

We will pay for the cost of emergency treatment as required by the Road Traffic Acts, resulting from injury caused by an incident involving the *vehicle*.

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

## Exceptions to Sections 3

- 3.8.1. The legal liability of any person who is driving unless that person holds a licence to drive the *vehicle*.
- 3.8.2. The legal liability of any person who is not driving, but who makes a claim, if that person knows that the driver did not hold a licence to drive the *vehicle*.
- 3.8.3. Death of or bodily injury to any passenger in or on a trailer attached to a *vehicle* insured under this policy, except as required by the Road Traffic Acts.
- 3.8.4. Any loss, damage, injury or death caused deliberately by *you* or anyone driving or using the *vehicle* with *your* permission.
- 3.8.5. Any part of the claim if there is any other insurance covering the same liability or damage.
- 3.8.6. Loss of or damage to vehicles or property owned by or in the custody or control of any person claiming benefit under *your* policy.
- 3.8.7. Death of or bodily injury to any person employed by the Policyholder or person covered by this Section arising out of their employment except where it is necessary to meet the requirements of the Road Traffic Acts or any other laws that may apply to motor insurance.
- 3.8.8. 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.
- 3.8.9. 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.
- 3.8.10. Damage to any bridge, viaduct, 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.
- 3.8.11. 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 the order for the goods made by such customer.
- 3.8.12. 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.



- 3.8.13. Driving other vans cover, unless otherwise shown by *your endorsements*.
- 3.8.14. Liabilities defined in the General Exceptions.
- 3.8.15. Death, bodily injury to the driver of the *vehicle*.
- 3.8.16. Damage to *the vehicle*.
- 3.8.17. Claims under Cover for Principals: If we do not have full control over the conduct of any claim that occurs, or; where the principal is entitled to indemnity under any other insurance, or; for death or injury to any person who is undertaking *voluntary work* except for the cover we must provide under the Road Traffic Acts or any other legislation applicable to motor insurance, or; for any liability which attaches to the principal by virtue of an agreement which would not have attached in the absence of such agreement, or; for any liability resulting from the negligence of any person other than *you*, or the equivalent of *your* business partner, director or employee within the voluntary working sector.
- 3.8.18. We will not pay more than the amount as shown in *your Endorsements*, for damage to other people's property arising from any one claim or series of claims arising out of one cause.
- 3.8.19. Any liability arising out of the operation as a tool of trade of any plant forming part of the *vehicle* (other than a lifting device for self loading) except in so far as is necessary to meet compulsory motor insurance legislation.
- 3.3.20. Loss or damage to the *personal effects* of the insured.
- 3.3.21. Punitive and exemplary damages.

# Cover (cont.)

## Section 4

### Additional Benefits for all our policyholders

#### 4.1. Conditions relating to No Claim Discount

##### Discount

If you do not make a claim during the period of insurance, we will apply a discount to the premium you pay when you renew the policy in accordance with our scale applicable at the time of renewal, which is available on our website, via your insurance broker.

##### Effect of making a claim

Unless you have purchased No Claim Discount protection, if you make any claim during a period of insurance your no claim discount will step back as follows:

NCD level before a Claim	NCD level at next renewal following		
	1 Claim	2 Claims	3 Claims or more
7 or more years	5	3	0
6 years	4	2	0
5 years	3	1	0
4 years	2	0	0
3 years	1	0	0
2 years	0	0	0
1 year	0	0	0
Nil	0	0	0

#### Protected No Claim Discount

Where you have purchased No Claim Discount protection:

Current NCD level	NCD level at next renewal following	
	3 Claims in last 3 years **	4 Claims or more in last 3 years
7 or more years	5	0
6 years	4	0
5 years	3	0
4 years	2	0
3 years	1	0
2 years	0	0
1 year	0	0

\*\*Not more than one (1) claim in any period of insurance.

You may only purchase No Claims Protection if you have earned one (1) or more years no claims discount.

#### Transferring the discount

You cannot transfer your no claim discount to anyone else. If this insurance applies to more than one vehicle, there will be a separate No Claims Discount for each one.

#### Claims that do not affect the no claims discount

You will not lose your entitlement to the No Claims Discount if:

- We have been able to recover in full any payments made by us
- the only claim you have made is for Windscreens.

#### 4.2. Van Sharing

If you receive contributions from passengers as part of a van sharing arrangement for social or other similar purposes, we will not regard this as carrying passengers for hire or reward (or use of the *vehicle* for hiring) provided that:

- the total contributions received for the journey do not involve a profit; and
- the passengers are not carried in the course of a business of carrying passengers; and
- the *vehicle* does not carry more than eight passengers plus the driver.

#### 4.3. Servicing and Parking

We will continue to provide insurance (but to you only) while the *vehicle* is in the custody or control of:

- a member of the motor trade and used only for its own overhaul, upkeep or repair;
- a hotel, restaurant, car park or other similar establishment for parking purposes only.

You or anyone claiming benefit must comply with all the terms and conditions, as far as possible; otherwise you may lose the benefit of your policy.

You or anyone making a claim under this policy must comply with all terms and conditions, as far as possible, otherwise we may not be able to deal with your claim.

#### 4.4. European Union (EU Compulsory Insurance)

Your cover under Section 3 Liability to Third Parties includes the compulsory minimum insurance cover required to use any *vehicle* insured by this policy in any member country of the EU and other countries whose insurance arrangements satisfy the requirements of

the EU Commission and the relevant EU Directives, as specified in the *Motor Insurance Certificate*. Cover is also included while your *vehicle* is being transported to and from these countries by rail or by a recognised sea route which takes less than 65 hours.

**Note:** Cover under Sections 1 Accidental Damage to the *Vehicle* and/or 2 Fire and Theft (if these covers have been purchased) are limited to 45 days in one policy year and the use of the *vehicle* is for Social Domestic and Pleasure purposes only. After the 45 days, cover is reduced to the minimum you need under European Union Directives on motor insurance while your *vehicle* is in these countries.

### Additional Benefits for all our policyholders

#### Spanish Bail Bond

Our representatives (in Spain) can act to release your *vehicle*, or you, if you or it are held after an accident and can pay up to £1,000 to do this. If they pay any money under this bond, you are required to refund the amount to us.

Autorizamos a la Oficina de Aseguradores de Automóviles de Madrid o sus representantes designados a actuar en nombre de nuestro Asegurado para obtener la liberación del vehículo y/o del Asegurado y/o de la persona autorizada para conducir el mismo de detención oficial como consecuencia de un accidente.

A tal efecto, la Oficina de Aseguradores de Automóviles de Madrid o sus representantes designados queda autorizada por el presente para establecer garantías o depósitos hasta £1000 o 1,500 Euros en concepto de fianza penal. (La finalidad de esta garantía no es aplicable en casos de multas.)

# General Policy Exceptions applicable to the whole of the policy

## Section 5

We will not pay for any claims arising from the following:

- 5.1. War, invasion, *terrorism* or civil war, except as necessary to meet the requirements of the Road Traffic Acts.
- 5.2. Riot or civil commotion outside Great Britain.
- 5.3. Pressure waves caused by aircraft travelling at the speed of sound, or faster.
- 5.4. Ionising radiation, radioactivity, nuclear fuel, nuclear waste or nuclear equipment.
- 5.5. The carriage of hazardous goods.
- 5.6. A contract that says *you* are liable for something which *you* would not otherwise have been liable for.
- 5.7. Pollution or contamination unless it is directly caused by a sudden identifiable, unintended and unexpected incident and it occurs entirely at a specific time and place during the period of insurance.
- 5.8. Earthquake.
- 5.9. Any loss, damage or liability incurred while *your vehicle* is being used in any of the following ways:
  - 5.9.1. In a race, formally or informally against another motorist.
  - 5.9.2. On a motor racing track.
  - 5.9.3. On a de-restricted toll road including on the Nürburgring.
  - 5.9.4. At an off road event and/or green laning.
  - 5.9.5. On an airfield.Also, when using *your vehicle* for racing, rallies, pace making, motor sport, hill climbing, speed trials, reliability trials, other trials, competitions and/or endurance tests. These exclusions apply whether or not the event is on private land and is regardless of whether or not the event is authorised by the Police or other relevant Authority.
- 5.10. Decisions made by a court outside the territorial limits unless we have agreed cover there.

- 5.11. Consequential loss to *you* arising directly or indirectly from accident, injury or loss.
- 5.12. The cover provided under this policy is restricted solely to the *vehicle* displayed on the *Motor Insurance Certificate*, unless otherwise stated on the *Motor Insurance Certificate/Policy Schedule*.
- 5.13. Loss of use or other indirect loss such as travel costs or loss of earnings (unless specified in *your Endorsements*).
- 5.14. Any injury, legal liability, loss or destruction of or damage to any property or any associated loss or expense that arises directly or indirectly as a result of:
  - a. grinding, cutting, welding or soldering operations and/or
  - b. use of blow lamps or torches on or in *your vehicle*.
- 5.15. Any loss or damage caused by any government, public or local authority legally taking or damaging *your* property.
- 5.16. Loss or damage whilst the *vehicle* is being let out on hire.
- 5.17. Loss or damage whilst the *vehicle* is carrying an insecure load.
- 5.18. Overnight accommodation following a claim (unless specified in *your Endorsements*).
- 5.19. Any loss or damage resulting from deliberate or criminal acts by *you*.
- 5.20. Carrying out a criminal offence for which *you* or such person is subsequently convicted.
- 5.21. Whilst *you* or any person entitled to drive is driving *your vehicle* while under the influence of drink or drugs.

### Driving and Use of Vehicle

We will not pay for any claim whilst the insured *vehicle* is being:

- 5.22. driven or used outside the circumstances defined in *your Motor Insurance Certificate*, except as provided for in Additional Benefits: Servicing and Parking;
- 5.23. driven by *you* unless *you* hold a licence to drive the *vehicle*;

- 5.24. driven by any person:  
who is not permitted to drive in *your Motor Insurance Certificate*; or  
who *you* know does not hold a licence to drive the *vehicle*; or  
who has a Provisional Driving Licence unless that person is accompanied at all times. The accompanying person must be 21 or over and must hold a current Full UK driving licence in the same category as the *vehicle you* are driving which has been issued for at least three years. These restrictions do not apply if the accompanying person is a Department of Transport approved driving instructor or examiner.
- 5.25. When there is not a valid Department for Transport test certificate (MOT) in force for the *vehicle* if one is needed by law.
- 5.26. Used in or on restricted areas of airports or airfields or military bases.



# General Terms and Conditions applicable to the whole of the policy

## Section 6

### 6.1. **Claims – The things which you must do**

If there is an incident which may result in a claim – either in respect of damage to the *vehicle* or a possible claim by a third party against *you* – phone *CLAIMLINE* as soon as possible. *CLAIMLINE* will advise *you* and safeguard *your* interest.

*You* must also:

- 6.1.1. send *us* immediately any writ or summons or letter before action and any other letter or communication which *you* receive;
- 6.1.2. tell *us* immediately about any claim or allegation made against *you* verbally;
- 6.1.3. notify *us* immediately of any impending prosecution, inquest or fatal injury inquiry;
- 6.1.4. not admit to, negotiate on, promise to pay or refuse any claim unless *you* have written permission from *us*;
- 6.1.5. give *us* all the information and assistance which *we* require;
- 6.1.6. not act in any way to prejudice *our* interests.
- 6.1.7. if *you* do not comply with any part of any condition which makes payment of a claim conditional upon compliance with it and such compliance would tend to reduce:
  - a) losses of a particular kind;
  - b) losses of a particular location;
  - c) losses of a particular time;we will not pay for any claim unless *you* can show that non-compliance with the condition could not have increased the risk of the loss that actually occurred in the circumstances that occurred.

Where possible, and provided it is safe to do so, take photos of the accident scene, the positions of the vehicles and of the damage caused to the vehicles involved.

In the event of a claim covered by this policy, *you* must continue to pay the premium. If payment is not made *we* may:

- cancel *your* policy in accordance with the General Terms and Conditions and seek payment of the outstanding balance of premium;

- refuse to pay any claim on or after the due date of the premium;
- reserve the right to deduct any outstanding premium from the claim payment, if the claim is for loss or damage to *your vehicle* which is covered by this policy;
- recover from *you* the outstanding balance of premium or seek reimbursement from *you* of any claim payment which has already been made.

If the *vehicle* is stolen, broken into, subject of attempted theft, or damaged deliberately, *you* must report the incident to the police as soon as possible and obtain a crime reference number.

*You* are obliged to take all reasonable actions to minimise the cost of a claim under *your* policy of insurance. *We* will assist and advise *you* in this regard, to the best of *our* ability in the light of *our* knowledge of the circumstances.

### 6.2. **Claims – Our Rights**

*We* are entitled to take over and conduct the defence or settlement of any claim.

*We* may pursue any claim in the name of the person insured for *our* own benefit and at *our* own expense.

### 6.3. **Compulsory Insurance Law – Right of Recovery**

If the laws of any country require *us* to make a payment for which *we* would not otherwise be liable, *we* have the right to recover the amount from *you* or the person claiming.

### 6.4. **Fraudulent Claims**

If *you* or anyone acting for *you* makes a claim under the policy knowing the claim to be false or fraudulently presented in any respect, or if any loss or damage or injury is caused by *your* wilful act or with *your* complicity, *we* will not pay the claim and all cover under the policy is forfeited with immediate effect and *we* will also be entitled to reclaim from *you* any payments which *we* have already made or committed to make in respect of the claim.

### 6.5. **Looking after the Vehicle**

The *vehicle* must be kept roadworthy and in good repair. In the event of a claim *we* will have the right to examine the *vehicle*. Any person covered under the policy must take

reasonable steps to protect the *vehicle* from loss or damage.

#### 6.6. **Other Insurance**

If any loss or damage is covered by any other insurance, we will not pay more than *our* rateable proportion. This does not override any exception relating to other insurance policies elsewhere in this policy.

#### 6.7. **Cancelling your Policy**

You may cancel *your* policy at any time through *your* insurance broker.

##### 6.7.1. Within the first 14 days

If *you* or we cancel the policy within 14 days of the date *you* receive *your* policy document, *you* will be entitled to a pro-rata refund of premium provided no claim has been made during the current period of insurance and subject to a minimum premium of £35 (plus Insurance Premium Tax).

##### 6.7.2. After the first 14 days

If *you* cancel the policy after 14 days of the date *you* receive *your* policy document, *you* will be entitled to a pro-rata refund of premium provided no claim has been made during the current period of insurance less a charge of £35.

##### 6.7.3. Where we cancel *your* policy

We may cancel *your* policy where there is a valid reason for doing so by giving *you* seven days' notice in writing to *your* last known address. We will refund any premium which may be due to *you* in accordance with the terms of this condition. Valid reasons may include but are not limited to:

- if *you* advise *us* of a change of risk under *your* policy which we are unable to insure;
- where *you* fail to respond to requests from *us* for further information or documentation;
- where *you* have given incorrect information and fail to provide clarification when requested;
- the use of threatening or abusive behaviour or language, or intimidation or bullying of *our* staff or suppliers, by *you* or any person acting on *your* behalf.

Please note that for points 6.8, *you* may also be charged a fee by *your* insurance broker for the

cancellation of *your* insurance.

#### 6.8. **Financial sanctions**

We will not provide any cover or be liable to provide any indemnity, payment or other benefit under this policy where doing so would breach any prohibition or restriction imposed by law or regulation.

#### 6.9. **Your duty to check information and tell us of any changes**

It is important *you* check *your* most recent *Statement of Facts* as this sets out the information we were given when we agreed to provide *you* with the cover and the terms of *your* policy.

Although we may undertake checks to verify *your* information, *you* must take reasonable care to ensure all information provided by *you* or on *your* behalf is accurate and complete.

*You* must tell *us* immediately if any of *your* information is incorrect or changes. If we have wrong information this may result in an increased premium and/or claims not being paid in full, or *your* insurance may not be valid and claims will not be paid. Please refer to point 6.9.3 for full details. If *you* are in any doubt about any information, contact *us* as soon as possible.

6.9.1. Changes to information we need to be informed of include, but are not limited to, these situations and apply equally to all drivers covered under the policy:

- A change to the drivers.
- A change to the *vehicle*.
- Criminal convictions that are not spent under the Rehabilitation of Offenders Act.
- Any *vehicle* modifications.
- Motoring convictions including fixed penalties or pending prosecutions for motoring offences.
- Motoring disqualifications.
- A change of ownership or use of the *vehicle*.
- A change in full or part time occupation.
- A change of address or where the *vehicle* is kept overnight.
- Any accidents whether resulting in a claim or not and thefts of or from the *vehicle*.
- A change to the annual mileage.

- A change to the type of licence held and the date the test was passed.
- Any health matters affecting ability to drive.

6.9.2. If you change the insured *vehicle*, the drivers or how you use the insured *vehicle*, we may not be liable until we have issued a new *Policy Schedule* and either a *Cover Note* or *Motor Insurance Certificate*. If you make any changes to your insured *vehicle* your insurance will not be valid until we have agreed to accept them.

Any changes, if accepted by us, will apply from the date indicated on your updated *Policy Schedule*. In this case we will be entitled to vary the premium and terms for the rest of the period of insurance.

If the changes are unacceptable to us and we are no longer able to provide you with cover, we or you can cancel your policy, as set out under the general terms and conditions.

6.9.3. If you have given us inaccurate information this can affect your policy in one or more of the following ways:

- 1) If we would have charged you a higher premium for providing your cover, we will have the option to:
  - a. charge you the appropriate additional premium, to be paid in full.
  - b. If a claim has been intimated, we may adopt a proportional approach, where we calculate the proportion of the premium that was paid and base the settlement on that proportion. In this circumstance, in order for cover to continue the balance of the additional premium up to the expiry date of the policy will be charged.

- 2) If we would not have provided you with any cover we will have the option to:
  - a. void the policy, which means we will treat it as if it had never existed and repay the premium paid; and
  - b. seek to recover any money from you for any claims we have already paid, including the amount of any costs or expenses we have incurred.
- 3) If we would have applied different terms to your cover, we will have the option to treat your policy as if those different terms apply.

#### 6.10. **Multiple Excess**

Sometimes more than one excess can apply in which case we add them together. Ask your insurance broker for more details of the total excess which may apply.

#### 6.11. **Law Applicable**

The law of England and Wales will apply to this policy unless you reside permanently in Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case the law applicable locally will apply.



# How Broker Direct Plc deal with complaints

## Complaints Procedure

### Our Commitment to Customer Service

At Broker Direct, we are committed to going the extra mile for *our* customers and wherever possible, exceeding their expectations. If *you* believe that we have not delivered the service *you* expected, or *you* are concerned about any aspect of *our* service, please let *us* know.

If *your* complaint relates to *your* policy or claim then please contact *your* insurance broker. If *your* insurance broker cannot resolve the complaint please contact Broker Direct.

### How to contact us

Telephone: 01204 600 200

Post: Broker Direct Plc  
Deakins Park  
Deakins Mill Way  
Egerton, Bolton  
BL7 9RW

Email: [compliance@brokerdirect.co.uk](mailto:compliance@brokerdirect.co.uk)

We aim to resolve *your* concerns within 24 hours. Experience tells *us* that most difficulties can be sorted out within this time.

We promise to:

- Fully investigate *your* complaint.
- Keep *you* informed of progress.
- Do everything possible to resolve *your* complaint.
- Learn from *our* mistakes.
- Use the information from *your* complaint to proactively improve *our* service in the future.

In the unlikely event that *your* concerns have not been resolved within 24 hours, we will issue a letter acknowledging *your* complaint, explaining the reasons *why*. We will continue to keep *you* informed of the further actions we will be taking to reach a suitable conclusion. Once we have reviewed *your* complaint we will issue the company's final decision in writing.

## If you are still not happy

If *you* are still not satisfied after the review, or *you* have not received a final written response within 8 weeks of the date we received *your* complaint, *you* can refer *your* complaint to the Financial Ombudsman Service, if eligible.

They can be contacted at:

Post: Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London, E14 9SR

Telephone: 0800 0234567 (Landlines)  
0300 1239123 (Mobile)

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

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

*You* must approach the Financial Ombudsman Service within 6 months of *our* final response to *your* complaint. We will remind *you* of the time limits in *our* final response. *Your* rights as a customer to take legal action remain unaffected by the existence or use of any complaint procedures referred to above. However, the Financial Ombudsman Service will not adjudicate on any case where litigation has commenced.

*You* may also be able to refer *your* complaint to:

Office of the Arbiter for Financial Services, 1st Floor St Calcedonius Square, Floriana FRN 1530 Malta, telephone **(+356) 212 49245**. If *you* are not satisfied with *our* final response or we have not responded within fifteen (15) working days. *You* will have to pay EUR 25.00 at the time of making *your* complaint to the Arbiter to use this service.

## About the Office of the Arbiter for Financial Services

The Office of the Arbiter for Financial Services considers that a 'complaint' refers to a statement of dissatisfaction addressed to an insurance undertaking by a person relating to the insurance contract or the service he/she has been provided with. The terms 'person' does not specify that this is limited to individuals and therefore any policyholder, insured person, beneficiary and injured third party (irrespective of the country of residence or where the risk is situated) is eligible to make a complaint.

# How Broker Direct Plc and *your* insurer use *your* Information

For more information on the Office of the Arbiter for Financial Services and its complaints process, please visit:

<https://financialarbiter.org.uk/en/Pages/Home.aspx>

## Compensation

We are covered by the Financial Services Compensation Scheme (FSCS). *You* may be entitled to compensation should we be unable to meet *our* obligations. Further information is available on [www.fscs.org.uk](http://www.fscs.org.uk) or *you* may contact the FSCS on **0800 678 1100**.

To underline *our* customer care commitment, Broker Direct also promises to adhere to Standards of Customer Service including:

- To decide how *your* claim will be settled within 2 working days of receiving the necessary information.
- To issue payment within 5 days of agreeing settlement.
- To action *your* letters and enquiries within 2 working days.

In the unlikely event that these standards are not met, we will:

- Take immediate action to remedy any problems which result.
- Take immediate steps to prevent any recurrence of such problems.

## Thank you for your feedback

We value *your* feedback and at the heart of *our* brand we remain dedicated to treating *our* customers as individuals and giving them the best possible service at all times. If we have fallen short of this promise, we apologise and aim to do everything possible to put things right.

Please read the following carefully as it contains important information relating to *your* information. *You* should show this notice to any other party related to this insurance and must ensure that any information given related to another party to this insurance is accurate and that *you* have obtained their consent to the use of their data for the purposes set out in *your* insurance documentation.

Broker Direct and *your* insurer are the Data Controllers.

## Purposes of Processing

Broker Direct Plc and *your* insurer process *your* information to enable us to:

- Consider entering or renewing a contract of insurance with *you*.
- Undertake checks for the purposes of preventing fraud and money laundering, and to verify *your* identity.
- Administer and monitor *your* policy as required.
- Deal with any claims on *your* policy.

The above processing and provision of personal data is required for the entering into and performance of the insurance contract.

We may receive information about *you* from the following sources:

- *Your* insurance broker.
- From third parties such as credit reference agencies and fraud prevention agencies.
- From insurers, witnesses, the police (in regards to incidents) and solicitors.
- Directly from *you*.

## What we process and share

The personal data *you* have provided, we have collected from *you*, or we have received from third parties may include *your*:

- Name; date of birth, residential address and address history.
- Contact details such as email address and telephone numbers.
- Financial and employment details.
- Identifiers assigned to *your* computer or other internet connected device including *your* Internet Protocol (IP) address.
- Health or criminal conviction information
- *Vehicle* or household details.

We may enable law enforcement agencies to access and use *your* personal data to detect, investigate and prevent crime.

## Sensitive information

Some of the information Broker Direct or *your* insurer ask *you* for may be sensitive personal data, as defined in Data Protection Legislation (such as information about health or criminal convictions). We will not use such sensitive personal data about *you* or others except for the specific purpose for which *you* provide it and to carry out the services described in *your* policy documents. Please ensure that *you* only provide sensitive information about other people with their agreement.

## Who may receive your data

Broker Direct Plc, *your* insurer, *our* reinsurers, *our* regulators and potential purchasers of the whole or part of *our* business may use and share *your* information with other group companies, including fraud prevention and credit reference agencies, to help *us* and them:

- Assess financial and insurance risks.
- Recover debt.
- Prevent and detect crime, fraud and money laundering.
- Develop *our* services, systems and relationships with *you*.
- Understand *our* customers' requirements.
- Develop and test products and services.

*Your* information will not be disclosed to anyone outside Broker Direct Plc or *your* insurer except:

- where *we* have *your* consent; or
- where *we* are required or permitted to do so by law; or
- to credit reference and fraud prevention agencies and other companies that provide goods or services to Broker Direct, *your* insurer, *our* partners or *you*; or
- where *we* may transfer rights and obligations under this agreement.

## Data retention

We will hold *your* details for up to 7 years after the expiry of *your* policy, complaint and/or claims settlement.

## Data transfers

Broker Direct Plc process *your* information within the *United Kingdom*. However, Broker Direct or *your* Insurer may transfer *your* information to other countries on the basis that anyone they pass it to provide an adequate level of protection. In such

cases Broker Direct Plc or *your* insurer will ensure it is kept securely and used only for the purpose for which *you* provided it. Details of the companies and countries involved can be provided on request.

## Your rights

*Your* personal data is protected by legal rights, which include *your* rights to:

- Object to *our* processing of *your* personal data;
- Request that *your* personal data is erased or corrected;
- Request access to *your* personal data and date portability;
- Complain to the Information Commissioner's Office, which regulates the processing of personal data.

For more information or to exercise *your* data protection rights, please contact *us* using the contact details provided.

## Automated decisions

As part of the processing of *your* personal data, decisions such as eligibility, restrictions and the premium for *your* insurance may be made by automated means.

We may also automatically decide that *you* pose a fraud or money laundering risk if:

- *Our* processing reveals *your* behaviour to be consistent with that of known fraudsters or money launderers; or is inconsistent with *your* previous submissions;
- or
- *You* appear to have deliberately hidden *your* true identity.

*You* have rights in relation to automated decision making: if *you* want to know more please contact *us* using the details provided.

If we determine that *you* pose a fraud or money laundering risk, we may refuse to provide the services *you* have requested, or we may stop providing existing services to *you*. A record of any fraud or money laundering risk will be retained by the fraud prevention agencies, and may result in others refusing to provide services, financing or employment to *you*. If *you* have any questions about this, please contact *us* on the details provided.

# How Broker Direct Plc and *your* insurer use *your* Information (cont.)

## Fraud prevention

If false or inaccurate information is provided and fraud is identified or suspected, details may be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. We and other organisations may also access and use this information to prevent fraud and Money Laundering, for example when:

- Checking details on applications for credit and credit related or other facilities;
- Recovering debt;
- Checking details on proposals and claims for all types of insurance;
- Checking details of job applicants and employees.

The full Fair Process Notice for the National Fraud Database are at: <http://www.cifas.org.uk/fpn>

## Claims history

Insurers pass information to the Claims and Underwriting Exchange Register (CUE) and the Motor Insurance Anti-Fraud and Theft Register (MIAFTR), where the data is controlled by the Motor Insurance Bureau; and other relevant databases. Under the conditions of *your* policy *you* must tell *us* when *you* become aware of any incident that could give rise to a claim under *your* policy, whether or not it is *your* intention to claim. When *you* tell *us* about an incident we will pass information relating to it to the registers.

## Motor Insurance Database

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

- a) electronic licensing
- b) continuous insurance enforcement
- c) law enforcement (prevention, detection, apprehension and or prosecution of offenders)
- d) the provision of government services or other services aimed at reducing the level and incidence of uninsured driving.

If a *vehicle* of yours is involved in a road traffic accident (either in the *United Kingdom*, the EEA or certain other territories), insurers and/or the MIB may search the MID to obtain relevant information.

It is vital that the MID holds correct registration numbers for *your* vehicles. If incorrect details for any of *your* vehicles are shown on the MID *you* are at risk of having the relevant *vehicle* seized by the police.

*You* can check that correct registration number details for *your* vehicles are shown on the MID at [www.askmid.com](http://www.askmid.com)

## How to contact us

If *you* have any questions in regards to *your* data or *you* would like the details of the relevant fraud prevention agencies *you* can write to:

The Data Protection Liaison Officer,  
Broker Direct Plc, Deakins Park, Deakins Mill Way,  
Egerton, Bolton, BL7 9RW.

## Endorsements

<b>Endt. No.</b>	<b>An Endorsement only applies if the Endorsement number is shown on your current Policy Schedule</b>
<b>915</b>	<p><b>Authorised Repairers</b></p> <p>For claims under Section 1 and/or 2 of <i>your</i> policy, If <i>your vehicle</i> is repairable as a result of damage sustained that is covered by this policy and the repairer chosen by <i>you</i> is not one of <i>our</i> authorised repairers, then an additional excess of £200 will apply. This excess will apply in addition to any other applicable excesses shown in <i>your</i> Schedule.</p> <p>If <i>you</i> choose not to use <i>our</i> approved repairer:</p> <ul style="list-style-type: none"> <li>a) <i>you</i> must obtain a written estimate for repair from <i>your</i> repairer before instructing the repairer;</li> <li>b) <i>we</i> will authorise repairs by <i>your</i> repairer only if <i>we</i> consider the estimate for repairs reasonable;</li> <li>c) if <i>we</i> believe the estimate is unreasonable <i>we</i> may at <i>our</i> sole option, settle the claim for repairs to <i>your vehicle</i> by paying the amount quoted by <i>our</i> approved repairer less the applicable excess.</li> </ul>
<b>916</b>	<p><b>Authorised Repairers</b></p> <p>For claims under Section 1 and/or 2 of <i>your</i> policy, If <i>your vehicle</i> is repairable as a result of damage sustained that is covered by this policy and the repairer chosen by <i>you</i> is not one of <i>our</i> authorised repairers, then an additional excess of £200 will apply. This excess will apply in addition to any other applicable excesses shown in <i>your</i> Schedule.</p> <p>If <i>you</i> choose not to use <i>our</i> approved repairer:</p> <ul style="list-style-type: none"> <li>a) <i>you</i> must obtain a written estimate for repair from <i>your</i> repairer before instructing the repairer;</li> <li>b) <i>we</i> will authorise repairs by <i>your</i> repairer only if <i>we</i> consider the estimate for repairs reasonable;</li> <li>c) if <i>we</i> believe the estimate is unreasonable <i>we</i> may at <i>our</i> sole option, settle the claim for repairs to <i>your vehicle</i> by paying the amount quoted by <i>our</i> approved repairer less the applicable excess.</li> </ul>
<b>917</b>	<p><b>Authorised Repairers</b></p> <p>For claims under Section 1 and/or 2 of <i>your</i> policy, If <i>your vehicle</i> is repairable as a result of damage sustained that is covered by this policy and the repairer chosen by <i>you</i> is not one of <i>our</i> authorised repairers, then an additional excess of £200 will apply. This excess will apply in addition to any other applicable excesses shown in <i>your</i> Schedule.</p> <p>If <i>you</i> choose not to use <i>our</i> approved repairer:</p> <ul style="list-style-type: none"> <li>a) <i>you</i> must obtain a written estimate for repair from <i>your</i> repairer before instructing the repairer;</li> <li>b) <i>we</i> will authorise repairs by <i>your</i> repairer only if <i>we</i> consider the estimate for repairs reasonable;</li> <li>c) if <i>we</i> believe the estimate is unreasonable <i>we</i> may at <i>our</i> sole option, settle the claim for repairs to <i>your vehicle</i> by paying the amount quoted by <i>our</i> approved repairer less the applicable excess.</li> </ul>
<b>920</b>	<p><b>Medical Expenses</b></p> <p>For claims under Section 1 of <i>your</i> policy, if <i>you</i> or <i>your</i> passengers are injured as a direct result of an accident involving <i>your vehicle</i>, medical expenses in connection with such injury are excluded other than expenses <i>we</i> are legally liable to pay under the Road Traffic Act.</p>
<b>921</b>	<p><b>Medical Expenses</b></p> <p>For claims under Section 1 of <i>your</i> policy, if <i>you</i> or <i>your</i> passengers are injured as a direct result of an accident involving <i>your vehicle</i>, <i>we</i> will pay for medical expenses in connection with such injury up to £100 in respect of each person injured.</p>
<b>922</b>	<p><b>Medical Expenses</b></p> <p>For claims under Section 1 of <i>your</i> policy, if <i>you</i> or <i>your</i> passengers are injured as a direct result of an accident involving <i>your vehicle</i>, <i>we</i> will pay for medical expenses in connection with such injury up to £250 in respect of each person injured.</p>

## Endorsements (cont.)

<b>Endt. No.</b>	<b>An Endorsement only applies if the Endorsement number is shown on your current Policy Schedule</b>
<b>923</b>	<p><b>Radius Exclusion</b></p> <p>No cover applies to <i>your policy</i> if <i>your vehicle</i> is being used for hire and reward purposes more than 100 miles radius away from <i>your business address</i> and/or any other address agreed by <i>us</i>.</p>
<b>925</b>	<p><b>Replacement of Locks</b></p> <p>For claims under Section 1 and 2 of <i>your policy</i>, we will pay up to £500 towards the cost of replacing affected locks and/or lock transmitter and central locking system and/or parts of the immobiliser and alarm if the key or lock transmitter of the <i>vehicle</i> is:</p> <ul style="list-style-type: none"> <li>(i) stolen from <i>your home</i>, or from any other building, boat or caravan where <i>you</i> are residing temporarily, provided that such theft involves entry to or exit from such property using forcible and violent means; or</li> <li>(ii) lost.</li> </ul> <p>Excluding any claim:</p> <ol style="list-style-type: none"> <li>1. if the key or lock transmitter is stolen by deception or fraud or by a member of <i>your family</i>; or</li> <li>2. if the theft of the key or lock transmitter was not reported to the police immediately upon discovery of the theft.</li> </ol>
<b>926</b>	<p><b>Replacement of Locks</b></p> <p>For claims under Section 1 and 2 of <i>your policy</i>, we will pay up to £1000 towards the cost of replacing affected locks and/or lock transmitter and central locking system and/or parts of the immobiliser and alarm if the key or lock transmitter of the <i>vehicle</i> is:</p> <ul style="list-style-type: none"> <li>(i) stolen from <i>your home</i>, or from any other building, boat or caravan where <i>you</i> are residing temporarily, provided that such theft involves entry to or exit from such property using forcible and violent means; or</li> <li>(ii) lost.</li> </ul> <p>Excluding any claim:</p> <ol style="list-style-type: none"> <li>1. if the key or lock transmitter is stolen by deception or fraud or by a member of <i>your family</i>; or</li> <li>2. if the theft of the key or lock transmitter was not reported to the police immediately upon discovery of the theft.</li> </ol>
<b>927</b>	<p><b>Replacement of Locks</b></p> <p>For claims under Section 1 and 2 of <i>your policy</i>, we will pay up to £1250 towards the cost of replacing affected locks and/or lock transmitter and central locking system and/or parts of the immobiliser and alarm if the key or lock transmitter of the <i>vehicle</i> is:</p> <ul style="list-style-type: none"> <li>(i) stolen from <i>your home</i>, or from any other building, boat or caravan where <i>you</i> are residing temporarily, provided that such theft involves entry to or exit from such property using forcible and violent means; or</li> <li>(ii) lost.</li> </ul> <p>Excluding any claim:</p> <ol style="list-style-type: none"> <li>1. if the key or lock transmitter is stolen by deception or fraud or by a member of <i>your family</i>; or</li> <li>2. if the theft of the key or lock transmitter was not reported to the police immediately upon discovery of the theft.</li> </ol>
<b>928</b>	<p><b>Uninsured Driver Promise</b></p> <p>For claims under Section 1 of <i>your policy</i>, in the event that <i>you</i> are involved in an accident that is not deemed to be <i>your fault</i> and the driver at fault is not insured, <i>your no-claim discount</i> will not be affected in any way and <i>you</i> will not have to pay any excess, subject to the following conditions:</p> <ul style="list-style-type: none"> <li>- <i>You</i> providing <i>us</i> with the <i>vehicle</i> make, model and registration of the third party vehicle that caused the damage to <i>your vehicle</i> and;</li> <li>- Where possible, the other drivers name and address.</li> </ul>

929	<p><b>Additional Cover</b></p> <p><b>Vandalism promise</b></p> <p>For claims under Section 1 and 2, if <i>you</i> make a claim for <i>your vehicle</i> as a result of vandalism which is deemed as a malicious and deliberate act, <i>your</i> no-claim discount will not be affected in any way. This is subject to the following conditions being met:</p> <ul style="list-style-type: none"> <li>- The excess is paid</li> <li>- <i>You</i> report the incident to the Police and provide <i>us</i> with <i>your</i> crime reference number.</li> </ul> <p>Malicious damage is specifically excluded to <i>your vehicle</i> as a result of a deliberate act by anybody insured by the policy. <i>Your</i> no-claim discount will be affected until such time as <i>you</i> provide <i>us</i> with <i>your</i> crime reference number.</p>
929	<p><b>Additional Cover (cont.)</b></p> <p><b>Travel expenses following claim</b></p> <p>For claims under Section 1 and 2, if any driver named on the <i>Policy Schedule</i> is unable to continue the journey as a result of a loss covered under this policy, <i>we</i> will reimburse the cost incurred as a result of alternative travel arrangements up to a limit of £50 per person travelling in the <i>vehicle</i>, or a maximum limit of £150.</p> <p><b>Overnight accommodation following claim</b></p> <p>For claims under Section 1 and 2, if <i>your vehicle</i> cannot be driven after a loss covered under this policy, <i>we</i> will pay up to £150 for the driver (or £250 in total for all passengers) towards the cost of an overnight stay if this is necessary.</p> <p><b>Misfuelling</b></p> <p>Section 1 of this policy is extended to include damage to <i>your vehicle</i> caused by the accidental use of the incorrect use or grade of fuel. <i>Our</i> liability under this <i>endorsement</i> is limited to the <i>market value</i> of the <i>vehicle</i>.</p>
930	<p><b>Tracking/Satellite</b></p> <p>It is a condition of <i>your</i> policy that, from inception of <i>your</i> policy, <i>your vehicle</i> is fitted with an approved tracking/satellite device (please contact <i>your</i> intermediary for details of approved devices). <i>We</i> will not provide cover under Section 2 of <i>your</i> policy in respect of theft or attempted theft unless: a) it has been fitted with an approved tracking/satellite system and a copy of the installation certificate was sent intact to <i>us</i> when <i>you</i> submitted <i>your</i> claim; b) the device was activated and working efficiently at the time of the loss; c) all subscriptions are paid and up to date; and d) the tracking/satellite company is notified by <i>you</i> or the last authorised person in control of <i>your vehicle</i>, within four hours of the discovery of the loss.</p>
931	<p><b>Excluding drivers under 25 years of age</b></p> <p><i>We</i> will not provide any cover if <i>your vehicle</i> is being driven by, or is in the charge of, anybody under 25.</p>
932	<p><b>Excluding drivers under 30 years of age</b></p> <p><i>We</i> will not provide any cover if <i>your vehicle</i> is being driven by, or is in the charge of, anybody under 30.</p>
933	<p><b>Use in Eire</b></p> <p><i>You</i> are covered to use <i>your vehicle</i> in Eire.</p>
935	<p><b>Qualification Warranty</b></p> <p><i>You</i> must be able to provide evidence upon request that <i>you</i> hold a driving qualification from the organisation <i>you</i> confirmed and as shown on the Statement on Facts. Failure to do so may result in <i>your</i> policy being cancelled and/or a claim not being paid.</p>
938	<p><b>Personal Effects &amp; Tools</b></p> <p>For claims under Section 1 and 2, <i>we</i> will pay up to a limit of £100 for loss or damage to <i>personal effects</i>, tools, goods, samples or equipment carried in connection with any trade or business.</p>
939	<p><b>Personal Effects &amp; Tools</b></p> <p>For claims under Section 1 and 2, <i>we</i> will pay up to a limit of £250 for loss or damage to <i>personal effects</i>, tools, goods, samples or equipment carried in connection with any trade or business.</p>

## Endorsements (cont.)

<b>Endt. No.</b>	<b>An Endorsement only applies if the Endorsement number is shown on your current Policy Schedule</b>
<b>940</b>	<p><b>Vehicle Audio Equipment</b></p> <p>For claims under Section 1 and 2, we will pay up to a limit of £500 for loss of or damage to the <i>vehicle's audio equipment</i>, navigation systems, telephones, two-way radios, and their ancillary equipment, unless the equipment was installed by the manufacturer or authorised dealer in accordance with the <i>vehicle manufacturer's specification</i>.</p>
<b>941</b>	<p><b>Vehicle Audio Equipment</b></p> <p>For claims under Section 1 and 2, we will pay up to a limit of £750 for loss of or damage to the <i>vehicle's audio equipment</i>, navigation systems, telephones, two-way radios, and their ancillary equipment, unless the equipment was installed by the manufacturer or authorised dealer in accordance with the <i>vehicle manufacturer's specification</i>.</p>
<b>942</b>	<p><b>Vehicle Audio Equipment</b></p> <p>For claims under Section 1 and 2, we will pay up to a limit of £1000 for loss of or damage to the <i>vehicle's audio equipment</i>, navigation systems, telephones, two-way radios, and their ancillary equipment, unless the equipment was installed by the manufacturer or authorised dealer in accordance with the <i>vehicle manufacturer's specification</i>.</p>
<b>943</b>	<p><b>Property Liability</b></p> <p>For claims made under Section 3 of the policy, indemnity in respect of damage to property is limited to £2,000,000 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.</p>
<b>944</b>	<p><b>Property Liability</b></p> <p>For claims made under Section 3 of the policy, indemnity in respect of damage to property is limited to £5,000,000 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.</p>
<b>945</b>	<p><b>Property Liability</b></p> <p>For claims made under Section 3 of the policy, indemnity in respect of damage to property is limited to £10,000,000 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.</p>
<b>946</b>	<p><b>Personal Accident</b></p> <p>Personal accident cover is excluded from this policy.</p>
<b>947</b>	<p><b>Personal Accident</b></p> <p><b>What is covered</b></p> <p>Under Section 1 of the policy, if you or your Spouse or Civil Partner are injured or killed as a direct result of an accident involving your <i>vehicle</i>, we will pay the following amounts if, within ninety days of the accident, the injury results in:</p> <ul style="list-style-type: none"> <li>– Death £2,000</li> <li>– Total and irrecoverable loss of sight in one or both eyes £2,000</li> <li>– Loss of or loss of use of any limb £2,000.</li> </ul> <p>The maximum amount we will pay is £2,000 per person following any one accident in a single period of insurance.</p> <p><b>What is not covered</b></p> <p>The personal accident benefit does not apply to:</p> <ul style="list-style-type: none"> <li>– Death or bodily injury caused by suicide or any attempted suicide.</li> <li>– Death or bodily injury if at the time of the accident, the driver is found to have a level of alcohol or drugs in the blood, in Excess of the legal limit.</li> <li>– Death or bodily injury when failing to use a seat belt.</li> </ul>



948	<p><b>Personal Accident</b></p> <p><b>What is covered</b></p> <p>Under Section 1 of the policy, if <i>you</i> or <i>your</i> spouse or civil partner are injured or killed as a direct result of an accident involving <i>your vehicle</i>, we will pay the following amounts if, within ninety days of the accident, the injury results in:</p> <ul style="list-style-type: none"> <li>– Death £2,500</li> <li>– Total and irrecoverable loss of sight in one or both eyes £2,500</li> <li>– Loss of or loss of use of any limb £2,500</li> </ul> <p>The maximum amount we will pay is £2,500 per person following any one accident in a single period of insurance.</p> <p><b>What is not covered</b></p> <p>The personal accident benefit does not apply to:</p> <ul style="list-style-type: none"> <li>– Death or bodily injury caused by suicide or any attempted suicide.</li> <li>– Death or bodily injury if at the time of the accident, the driver is found to have a level of alcohol or drugs in the blood, in Excess of the legal limit.</li> <li>– Death or bodily injury when failing to use a seat belt.</li> </ul>
952	<p><b>New Replacement Vehicle</b></p> <p>For claims under Section 1 and 2, if at the time of accident or loss the insured <i>vehicle</i> was purchased by <i>you</i> as new in the <i>United Kingdom</i>, is less than 12 months old (from the date of first registration), and the cost of repairs / replacement exceeds 70% of the cost of an identical replacement vehicle (based on the <i>United Kingdom</i> list price), we will at <i>our</i> option, replace <i>your vehicle</i> with a new one of the same make, model and specification.</p>
953	<p><b>New Replacement Vehicle</b></p> <p>For claims under Section 1 and 2, if at the time of accident or loss the insured <i>vehicle</i> was purchased by <i>you</i> as new in the <i>United Kingdom</i>, is less than 12 months old (from the date of first registration), and the cost of repairs / replacement exceeds 60% of the cost of an identical replacement vehicle (based on the <i>United Kingdom</i> list price), we will at <i>our</i> option, replace <i>your vehicle</i> with a new one of the same make, model and specification.</p>
954	<p><b>New Replacement Vehicle</b></p> <p>For claims under Section 1 and 2, if at the time of accident or loss the insured <i>vehicle</i> was purchased by <i>you</i> as new in the <i>United Kingdom</i>, is less than 12 months old (from the date of first registration), and the cost of repairs / replacement exceeds 50% of the cost of an identical replacement vehicle (based on the <i>United Kingdom</i> list price), we will at <i>our</i> option, replace <i>your vehicle</i> with a new one of the same make, model and specification.</p>
955	<p><b>Social Domestic and Pleasure Only</b></p> <p>Use for social, domestic and pleasure purposes only. Excluding use for commuting, hiring, carrying passengers for reward, racing, pacemaking, speed testing, trials, rallies or track days, or for any use in connection with motor trade purposes.</p>
956	<p><b>Social Domestic and Pleasure Only</b></p> <p>Use for social, domestic and pleasure purposes, including commuting to a permanent place of work. Excluding use for hiring, carrying passengers for reward, racing, pacemaking, speed testing, trials, rallies or track days, or for any use in connection with motor trade purposes.</p>

## Endorsements (cont.)

<b>Endt. No.</b>	<b>An Endorsement only applies if the Endorsement number is shown on your current Policy Schedule</b>																
<b>957</b>	<p><b>Carriage of Own Goods</b></p> <p>A. For the Policyholders business (Own Goods).          B. For social, domestic and pleasure purposes, including commuting.          Exclusions:          Use for hire or reward, carrying passengers for reward, racing, reliability trials or speed testing.</p>																
<b>958</b>	<p><b>Carriage of Own Goods</b></p> <p>A. For the Policyholders business (Own Goods).          B. For social, domestic and pleasure purposes, including commuting.          Exclusions:          Use for carrying passengers for reward, racing, reliability trials or speed testing.</p>																
<b>959</b>	<p><b>Driving Other Vans</b></p> <p>Exclusion 3.8.13. is removed and replaced with the following:          Cover provided by Section 3 of this policy will apply when you are driving in the <i>United Kingdom</i> or Republic of Ireland any van which is not owned by you or hired by you under a hire purchase agreement provided:</p> <ul style="list-style-type: none"> <li>- You have the owner's permission to do so.</li> <li>- There is a separate current valid insurance policy in force for the <i>vehicle</i> which meets Road Traffic Act requirements.</li> <li>- The <i>vehicle</i> has been manufactured for the carriage of up to, but not more than, eight people.</li> <li>- You still have your <i>vehicle</i> and it has not been sold, declared SORN, written off or damaged beyond cost-effective repair.</li> <li>- The <i>vehicle</i> is not owned by, registered to, hired, rented or leased to your business partner or employer</li> <li>- You are not using, or intending to use, the cover to obtain the release of a van that has been seized by, or on behalf of, any government or public authority.</li> <li>- The <i>vehicle</i> is registered within the <i>United Kingdom</i> or Republic of Ireland.</li> <li>- You are not insured under any other insurance to drive the <i>vehicle</i>.</li> </ul>																
<b>960-974</b>	<p><b>Windscreen Excess</b></p> <p>For claims solely in respect of damage to or breakage of the windscreen or rear or side windows of the <i>vehicle</i> under Section 1 of your policy, you are responsible for the first amount of the claim as follows::</p> <ol style="list-style-type: none"> <li>i) repair by authorised repairer appointed by CLAIMLINE – Nil</li> <li>ii) replacement by authorised repairer appointed by CLAIMLINE, as below:             <table border="0" style="margin-left: 20px;"> <tr> <td style="padding-right: 20px;">Endt No.</td> <td>Excess</td> </tr> <tr> <td>960</td> <td>£100</td> </tr> <tr> <td>961</td> <td>£70</td> </tr> <tr> <td>962</td> <td>£60</td> </tr> <tr> <td>963-965</td> <td>£150</td> </tr> <tr> <td>966-968</td> <td>£200</td> </tr> <tr> <td>969-971</td> <td>£250</td> </tr> <tr> <td>972-974</td> <td>£300</td> </tr> </table> </li> <li>iii) repair by any other person or firm – £20</li> <li>iv) unless CLAIMLINE arrange to replace the glass, you will only be covered for the reasonable cost of replacing the glass subject to a maximum of £250.</li> </ol>	Endt No.	Excess	960	£100	961	£70	962	£60	963-965	£150	966-968	£200	969-971	£250	972-974	£300
Endt No.	Excess																
960	£100																
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963-965	£150																
966-968	£200																
969-971	£250																
972-974	£300																

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