VanCentric Policy Booklet

Claims Line **0345 604 9870**
Breakdown Line **0800 092 4138**

BROKER

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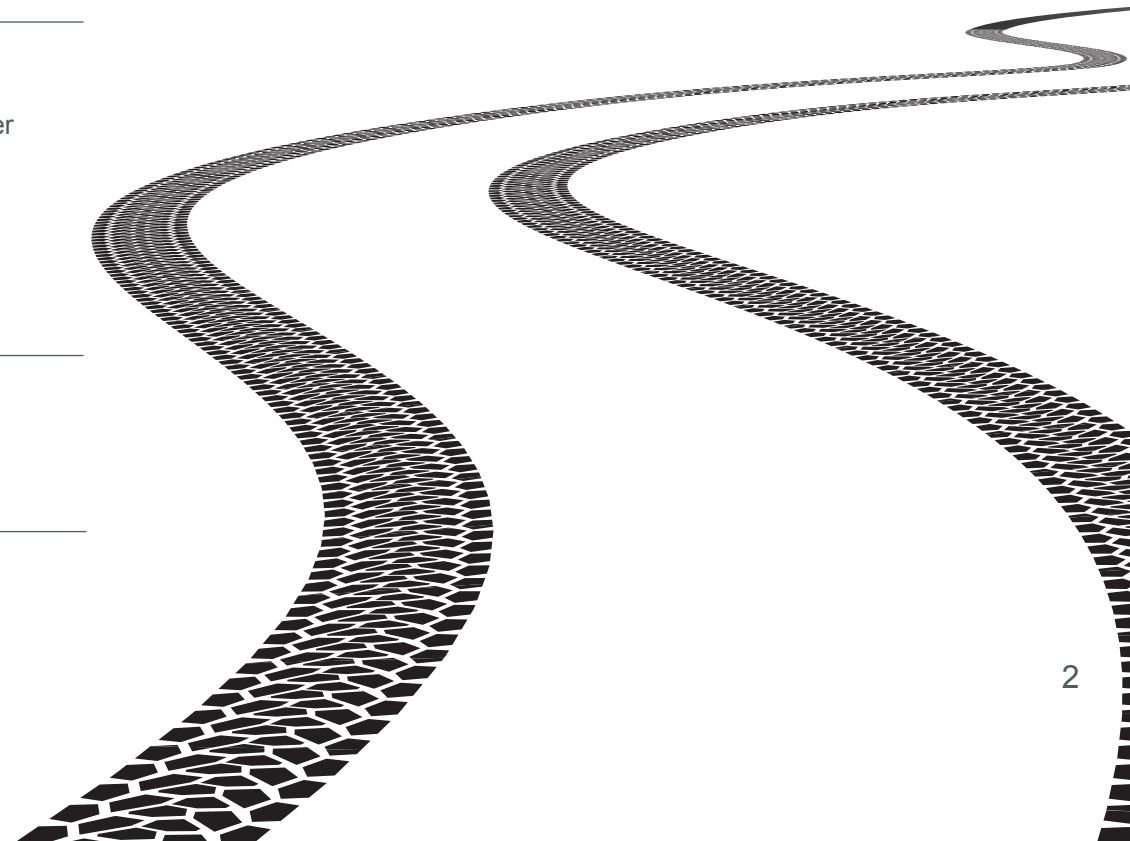

Important Information

Introduction

This policy is administered by Moorhouse Xbroker and is underwritten by the Insurer.

This policy describes your cover during the period of insurance you have paid for, or have agreed to pay for, and for which the Insurer has accepted the premium.

The contract is based on information provided by you in a signed proposal form or verbally and confirmed in a statement of fact. For the contract to be valid, all the information you give to the Insurer must be true and complete. The proposal form and/or statement of fact are also part of the contract.

The contract also includes this policy, the policy schedule and any endorsements shown in the policy schedule. These documents and your Certificate of Motor Insurance should be read as one document. Please read them to ensure that they meet your needs. Certain terms are defined in the General Definitions section below and these apply throughout this policy. The Insurer will insure you against legal liability, loss or damage under the sections shown in the schedule during any period of insurance set out in the schedule. You must keep to the conditions of this policy.

Choice of law

The laws of England and Wales govern your Policy, unless you and the Insurer agree otherwise and the agreement has been put in writing by the Insurer.

Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

Several Liability

The subscribing Insurers' obligations under contracts or insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions.The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

Important Information

Introduction

This policy is administered by Moorhouse Xbroker and is underwritten by the Insurer.

Contract (Rights of Third Parties) Act 1999

This policy is a contract between you and the Insurer. Nobody else has any rights they can enforce under this contract except those rights they have by law. It is not intended that the Contracts (Rights of Third Parties) Act 1999 should confer any additional rights under this policy in favour of any third party.

Data Protection Act

Any information provided to the Insurer regarding you, any insured person or any person covered by this policy will be processed by the Insurer, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any. This may necessitate providing such information to third parties.

Your Responsibility to the Insurer

Please read your policy, schedule, any endorsements and Certificate of Motor Insurance carefully and make sure that they meet your needs. You must tell the Insurer about any changes that affect your policy and which have occurred either since the policy started or since the last renewal date. If you are not sure whether certain facts are relevant, please ask Moorhouse Xbroker or the intermediary who arranged your policy. If you do not tell the Insurer about relevant changes, your policy may not be valid, or your policy may not fully cover you. Please keep this policy, schedule and any endorsements and Certificate of Motor Insurance in a safe place as you may need to refer to them if you make a claim.

Motor Insurance Database

Information relating to your 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:

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

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

Persons (including their appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.

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

Important Information

Detecting and Preventing Fraud and Confirming Claims History

In order to keep premiums as low as possible for all their customers, the Insurer participates in a number of industry initiatives to aid the prevention and detection of crime, especially insurance related fraud. When you tell the Insurer about any claim, the details you have provided, including personal details, will be passed to the various registers and databases that are used by companies within the Insurer's group (if any), companies providing services to the Insurer, other insurers and other fraud and associated agencies. In addition, the Insurer may search these registers and databases when you make a claim, to validate your claims history or that of any other person or property likely to be involved in the claim. If you give the Insurer false or inaccurate information and/or make or attempt to make a fraudulent claim, this information will be recorded on the registers.

The Insurer and other organisations may also use and search these agencies and databases to help make decisions about the provision and administration of insurance, credit and related services for you and members of your household, trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies, check your identity to prevent money laundering, unless you furnish the Insurer with other satisfactory proof of identity, and undertake credit searches and additional fraud searches.

How to Read Your Policy

The schedule shows what you are covered for.

The different kinds of cover are:

Comprehensive -	Sections 1, 3 and 4 of Part A – Commercial Vehicle Cover. Windscreen cover is automatically included on all comprehensive policies.
Third Party, Fire and Theft -	Sections 2, 3 and 4 of Part A – Commercial Vehicle Cover
Third Party Only -	Sections 3 and 4 of Part A – Commercial Vehicle Cover

Your schedule will show which of the extensions contained in Section 5 of Part A – Commercial Vehicle Cover apply to your policy.

Accidental Death Cover -	(Part B) is included in all policies with this product.
Breakdown Cover -	(Part C) is included on all policies if it appears in your schedule.

Notifying a Claim

Part A – Commercial Vehicle Cover

In the event of an accident, loss or damage occurring which may give rise to a claim under this Part of your policy, please call the **Claims Helpline** immediately on **0345 604 9870**

If the insured vehicle is not drivable, the Insurer will arrange for it to be removed to a storage location. If the insured vehicle can still be driven the Insurer will instruct one of its approved repair specialists to contact you during working hours to arrange collection of the insured vehicle.

When an accident, loss or damage occurs:

a. you or your legal representative must notify the Insurer as soon as possible with full details of the accident, loss or damage.

b. you must take all necessary steps to ensure the safety of the damaged insured vehicle and its accessories.

c. the Insurer shall not be liable for any increase in damage as a result of the insured vehicle being removed under its own power following an accident.

d. any letter, claim, writ, claim form, summons or process relating to the accident, loss or damage must be sent, unanswered, to us immediately.

e. the Insurer must be advised in writing immediately you are aware of any intended prosecution, Coroner's Inquest or Fatal Inquiry in connection with the accident.

f. persons who are claiming under this policy must make no admission, offer, payment or promise without the Insurer's written consent or act in any way which might prejudice its position.

g. the Insurer may, at its discretion, take over and conduct in your name or the name of any person indemnified under this policy, the defence, prosecution or settlement of any claim for the Insurer's benefit.

h. the Insurer shall have full discretion over the conduct of any proceedings and settlement of claims.

i. you or any person indemnified by this policy must give the Insurer all the assistance and information possible and produce a copy of the driver's licence if requested.

j. if the insured vehicle and its accessories are stolen or taken without your consent you must, as soon as possible, report the same to the police and if required, supply the Insurer with the crime reference number.

k. the Insurer reserves the right if it or its representatives consider any repair estimate to be unreasonable to enter into any communication with the repairer and failing agreement, to arrange for the removal of the insured vehicle to another repairer and pay for such work as may already have been done.

Notifying a Claim

Advice to follow in the event of an accident

1. Exchange names and addresses and insurance details including policy numbers of all other parties involved.
2. Try to obtain the names and addresses of as many witnesses as possible.
3. Note the names of the roads at the scene of the accident and if possible use a camera or mobile phone to capture images of the position of the insured vehicle and of any other vehicles at the time of the collision, road conditions, traffic signs etc.
4. If any person was injured in the accident, notify the Police immediately.
5. DO NOT admit you were at fault and DO NOT give or offer money to any other party involved.
6. All correspondence received from any party involved in the accident, any Police summons or hospital communication should be forwarded to the Insurer immediately and unanswered to:

   Motor Claims Department
   Moorhouse Xbroker
   PO Box 29
   Cardiff CF10 3YR
   Telephone: 0345 604 9870
   Email: Qudos@CL-UK.com

Notifying a Claim

Part B – Accidental Death Cover

In the event of a claim under this Part of your policy contact:

Xbroker Motor Claims Department
Barclay House,
2-3 Sir Alfred Owen Way,
Caerphilly,
CF83 3HU
Telephone: +44 (0) 2920 808963
Facsimile: +44 (0) 2920 866200
Email: motor@xbroker.com

Notice must be given to the Insurer as soon as reasonably practicable in the event of the death of the insured person resulting or alleged to result from an insured event.

The Police must be notified immediately following any event likely to give rise to a claim under this under this Part of your policy.

Part C – Breakdown Cover

In the event of a claim under this Part of your policy contact the Insurer on 0800 092 4138
.
Calls may be recorded and/or monitored. Members with hearing difficulties will need to prefix 18001 before dialling the relevant number to be connected to Type talk or use the SMS facilities on 07855 828282.

In any conversation please quote your policy number and insured vehicle registration and advise the operator of the location of the insured vehicle and the nature of the fault.

The Insurer will then advise how to proceed and what form of assistance would be the most appropriate. Remember to always call the Insurer first. Please do not go ahead and make your own arrangements as the Insurer cannot reimburse costs incurred without prior authorisation.

General Definitions

1. Accident means a sudden, unexpected crash during the period of insurance in the United Kingdom which has either immobilised the insured vehicle or made it unsafe to drive.

2. Breakdown means an unforeseen mechanical or electrical failure during the period of insurance in the United Kingdom which has either immobilised the insured vehicle or made it unsafe to drive.

3. Certificate of Motor Insurance means evidence that you have vehicle insurance as required by law. The Certificate of Motor Insurance also sets out who may drive your vehicle and the purpose for which the insured vehicle may be used.

4. Endorsement means a document issued by the Insurer noting a change or restrictions which affect the policy cover. The endorsement numbers which apply are shown in the schedule.

5. Excess means the amounts shown in your schedule which you must pay when you make a claim which is covered under your policy.

6. Insured Person means the person driving the insured vehicle at the time of an insured event provided that person is entitled to drive under the Certificate of Motor Insurance during the period of insurance.

7. Insured Vehicle means commercial vehicle bearing the registration numberas shown in your policy documents and registered with the Driver and Vehicle Licensing Agency (DVLA) or the Driver and Vehicle Agency (DVA), or any replacement vehicle, details of which have been notified to, and accepted by the Insurer.

8. Insurer means:

   (a) in respect of Part A – Commercial Vehicle Cover;

   1. Qudos Insurance A/S which is authorised and regulated by Finanstilsynet (The Danish Financial Regulator), under authorisation number 53112. You can check this by visiting the Finanstilsynet website at http://www.finanstilsynet.dk. As an insurance company authorised within the European Union, Qudos Insurance is permitted to conduct business in the United Kingdom under Financial Conduct Authority reference 571608. You can check this by visiting the Financial Conduct Authority website at http://www.fca.org.uk

   2. Gefion Insurance A/S which is authorised and regulated by Finanstilsynet (The Danish Financial Regulator), under authorisation number 53117. You can check this by visiting the Finanstilsynet website at http://www.finanstilsynet.dk. As an insurance company authorised within the European Union, Gefion Insurance is permitted to conduct business in the United Kingdom under Financial Conduct Authority reference 706201. You can check this by visiting the Financial Conduct Authority website at http://www.fca.org.uk

   (b) in respect of Part B – Accidental Death Cover – Markel International Insurance company Limited. FCA Register Number 202570 authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

   (c) in respect of Part C – Breakdown Cover – RAC Motoring Services and/or RAC Insurance Limited.

General Definitions

9. International Motor Certificate (Green Card) means the certificate issued by the Insurer upon payment of any extra premium required which provides you with cover under the terms of this policy when you are using the insured vehicle temporarily abroad in any country in which it is valid.

10. Market Value means the cost of replacing the insured vehicle with a vehicle of the same (or comparable) make, model, specification, age, mileage and condition as the insured vehicle was immediately before the loss or damage you are claiming for.

11. Moorhouse Xbroker means the independent intermediary which negotiates the terms of your policy with, and administers your policy on behalf of the Insurer. Moorhouse Xbroker is a trading title of Moorhouse Group Limited which is authorised and regulated by the Financial Conduct Authority (FCA No 308035).

12. Period of Insurance means the period of time covered by this insurance as stated in the Schedule.

13. Policy means this Policy wording, schedule and Certificate of Motor Insurance and all associated documentation provided to you by the Insurer.

14. Schedule means the schedule attached to this policy. Please read the schedule carefully as it sets out the cover the Insurer will give you under this policy. The Insurer will give you a replacement schedule whenever you renew the policy or if you make any changes to the policy during the period of insurance.

15. Territorial Limits means the United Kingdom and:

    (a) in respect of Part A – whilst in transit within the United Kingdom and between any of the United Kingdom's ports;

    (b) in respect of Part B – whilst in Europe for up to twenty-one (21) days during the Period of Insurance.

16. United Kingdom means England, Scotland, Wales, Northern Ireland, the island of Guernsey, the island of Jersey, the island of Alderney and the Isle of Man.

17. You means the person, partnership or company named in the schedule or in the event of your death or insolvency, your legal representatives.

General Conditions

The insurance described in this policy will only apply provided that any person entitled to compensation for any loss or benefit under this policy has complied with all the terms, conditions and endorsements of this policy.

1. You must tell the Insurer as soon as possible about any incident which may lead to a claim under this policy.
2. This policy covers the insured vehicle, details of which must be given to and accepted by the Insurer, the insured person and any person entitled to compensation for any loss or benefit under this policy.
3. Any change in your circumstances or regarding the insured vehicle, the insured person or any person entitled to compensation for any loss or benefit under this policy, that may affect the insurance under this policy must be advised immediately to the Insurer.
4. The due observance and fulfilment of the terms, conditions, endorsements and provisions of this policy where such requires any action to be taken or complied with by you and the truth of any statements and answers provided in the proposal form shall be conditions precedent to any liability of the Insurer to make any payment under this policy.
5. Should you make any claim knowing the same to be false or fraudulent, as regards the amount of such claim or otherwise, or produce any documentation which is false or proven to have been stolen, this policy shall become void and all claims hereunder shall be forfeited.
6. You must take all reasonable steps to:

   (a) safeguard against any loss or damage

   (b) keep the insured vehicle in a proper state of repair and roadworthy condition

   (c) ensure that the insured vehicle is not carrying passengers or goods of such number or size or in such a way as is likely to impair safe driving or control of the vehicle

   (d) allow us or our authorised agents free access at all reasonable times to examine the insured vehicle.
7. The insured vehicle must have a current MOT certificate if applicable.
8. All aftermarket vehicle modifications, other than the manufacturer's optional extras must be approved and agreed by the Insurer. Should you wish to make any alterations to the insured vehicle please contact Moorhouse Xbroker or the intermediary who arranged your policy.

Cancellation Conditions

Changing Your Mind (Cooling Off Period)

If this policy does not meet your requirements please inform your broker or insurance advisor within 14 days from the policy start date in writing, stating that you want to cancel your policy. We are unable to cancel your policy without your written instruction.

We will return any premium paid, less a charge proportionate to the period of time that you have had insurance cover and an additional charge to cover administrative costs of providing the policy. No refund of premium will be due and the full annual premium will be payable for the period of cover provided if a fault or non-recoverable claim has arisen during the current period of insurance

Moorhouse Xbroker will charge a fee of £17.50 to cover the administrative costs of providing the policy.

Total Loss of Insured Vehicle

The period of insurance cover is specified in your Certificate of Motor Insurance, but the insurance cover will cease upon your receipt of notice from us that the insured vehicle is declared a total loss. No refund or credit of insurance premium will normally be due in such circumstances and the full annual premium will be payable for the period of insurance provided.

Cancellation by the Insurer

Moorhouse Xbroker, your insurance advisor, your insurer or any agent appointed by us and acting with our specific authority, can cancel this policy by sending seven days notice by recorded delivery to you at the last address known to us and in the case of Northern Ireland, to the Department of the Environment for Northern Ireland. Once the seven days has lapsed, if we have not heard from you we will return any premium paid, less a charge proportionate to the period of time that you have had insurance cover and an additional charge to cover administrative costs of providing the policy.

No refund of premium will be due and the full annual premium will be payable for the period of cover provided if a fault or non-recoverable claim has arisen during the current period of insurance.

Moorhouse Xbroker will charge a fee of £50.00 to cover the administrative costs of providing the policy.

Cancellation Conditions

Cancellation by You

You many cancel this policy at any time in writing detailing your instructions. Once received we will return any premium paid, less a charge proportionate to the period of time that you have had insurance cover and an additional charge to cover administrative costs of providing the policy. No refund of premium will be due and the full annual premium will be payable for the period of cover provided if a fault or non-recoverable claim has arisen during the current period of insurance.

Moorhouse Xbroker will charge a fee of £50.00 to cover the administrative costs of providing the policy.

Complaints Procedure

If you have any questions or concerns about this policy or the handling of a claim, please contact Moorhouse Xbroker who administers your policy on behalf of the Insurer.

If you wish to make a complaint, you can do so at any time by referring the matter to the Insurer(s) as follows:

Part A – Commercial Vehicle Cover	The Chief Executive Officer Moorhouse Xbroker Barclay House 2-3 Sir Alfred Owen Way Caerphilly CF83 3HU Telephone: 02920 808 963 Email: complaints@xbroker.com
Part B – Accidental Death Cover	Moorhouse Group Limited Barclay House 2-3 Sir Alfred Owen Way Caerphilly CF83 3HU Telephone: 02920 808 963 Email: complaints@xbroker.com
Part C – Breakdown Cover	Customer Care RAC Motoring Services RAC House PO Box 200 Walsall WS5 4QZ E-mail: breakdowncustomercare@rac.co.uk Telephone Number: 0800 092 4138

Complaints Procedure

Changing Your Mind (Cooling Off Period)

Complaints that cannot be resolved by the Insurer(s) may be referred to either the Danish Insurance Complaints Board (the Board) or the U.K. Financial Ombudsman Service (FOS), depending on the nature of the complaint and whether it should properly be directed against the Insurer(s) or another party.

Further details will be provided on request and at the appropriate stage of the complaint process.

Contact details are as follows:
The Danish Insurance Complaints Board
Ankenaevnet for Forsikring
Anker Heegaards Gade 2,
Postboks 360
DK-1572 Copenhagen
Denmark
Tel: 0045 3315 8900

Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR
Website: http://www.financial-ombudsman.org.uk/
Tel: 0800 023 4567 or 0300 123 9123
(free for people phoning from a “fixed line”, for example, a landline at home)
Email: complaint.info@financial-ombudsman.org.uk

In order for the Board to deal with your complaint, you will need to agree to their applying the rules of Danish law and practice in the adjudication process. Referring a complaint to the FOS or the Board is an alternative form of dispute resolution. It does not affect your right to take legal action.

Financial Services Compensation Scheme

IQudos Insurance A/S and Gefion Insurance A/S are both covered under the Forsikrings Garantifond, The Danish Guarantee Fund for Depositors and Investors, P. O. Box 2082, Copenhagen K, Denmark, and this is your first point of claim for financial compensation in the event of any financial failure of either of the Insurers. In the event of such financial failure this Fund provides 100% compensation for claims incurred under and during the period of this policy. Each insurer is only liable for their percentage share of your claim(s) and any financial compensation will only be in relation to the share of the liability of the failed insurer, with the other insurer continuing to cover their share of your claim(s) as per the terms of your Policy. Cover also exists under the Financial Services Compensation Scheme. This provides compensation in case any of its members are unable, in specified circumstances, to meet any valid claims under their policies. Under this scheme 90% of the total claim will be met (100% if the insurance is legally compulsory).

Compensation is only available to commercial customers in limited circumstances. Further information can be obtained from the Insurers, or from the Financial Services Compensation Scheme at the following address:

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

Tel: 0800 678 1100 or 0207 741 4100

Part A – Commercial Vehicle Cover

Important Note

This Part of your policy, whether cover is Third Party Only, Third Party Fire and Theft or Comprehensive, is subject to certain excesses, exclusions and endorsements. It is therefore essential that you are fully aware of what is and what is not covered by your policy and what excesses, exclusions and endorsements apply.

Please read your schedule, including endorsements, which shows the excesses that may apply in the event of a claim, and also the exclusions to this Part of your policy and the General Conditions. If there is any aspect of your cover, exclusions or conditions that you do not understand you should contact Moorhouse Xbroker or the intermediary who arranged your policy who will be able to explain these to you.

Section 1 – Comprehensive Cover

If this section is listed in your schedule, you are covered as follows unless cover has been modified and an endorsement is attached to your schedule setting out the revised terms and conditions.

You are covered for loss of or damage to the insured vehicle

The Insurer will pay for loss of or damage to the insured vehicle and its accessories and spare parts whilst attached to the insured vehicle if caused by:

1. theft or attempted theft
2. fire
3. any other accidental cause, including malicious damage by a third party, not excluded in the general exclusions listed in this booklet

If the insured vehicle, accessories or spare parts are lost, stolen, or damaged, the Insurer will either;

1. repair the damage;
2. replace what is lost or is damaged beyond economical repair;
3. reimburse you for the amount of the loss or damage

Part A – Commercial Vehicle Cover

The Insurer has the right to choose which action to take in the case of any claim.

Accessories and spare parts which are only for the insured vehicle, and are in or on the insured vehicle, or in your private garage at the time of the loss or damage, will be covered in the same way.

If a replacement for any damaged accessory or part of the insured vehicle is not available the Insurer will pay the value of the accessory or part at the time of the loss. The Insurer will not pay more than the manufacturer's last quoted list price in the United Kingdom for the accessory or part. If such a list price is not available the most the Insurer will pay is the manufacturer's last quoted list price in the United Kingdom for an equivalent accessory or part. The Insurer may use accessories or parts, including recycled parts, which are not made or supplied by the manufacturer of the insured vehicle but are of a similar type and quality to the parts the Insurer is replacing. If you refuse to allow the use of such parts the most the Insurer will pay is the equivalent cost of the appropriate part of similartype and quality to the parts the Insurer is replacing. The Insurer will not be responsible for additional storage costs caused by the unavailability of an accessory or spare part nor the cost of importation of any accessory or part into the United Kingdom.

The most the Insurer will pay is the market value of the insured vehicle, accessories and spare parts at the time of the loss or damage. The Insurer will not pay more than the amount for which you insured them. If the insured vehicle is under a hire purchase or leasing agreement, the Insurer will pay any claim to the legal owner.

If the insured vehicle cannot be driven because of the loss or damage covered under this policy the Insurer will pay the reasonable cost of protecting the insured vehicle and taking it to the nearest approved repairer. After it has been repaired the Insurer will pay the reasonable cost of delivering it to your address in the United Kingdom.

IMPORTANT LIMITS TO YOUR COVER

Comprehensive Excesses

If while being driven by (or in the charge of) any person shown in your schedule, the insured vehicle and/or its accessories and spare parts are lost or damaged by accidental cause, fire, theft, or attempted theft, you must pay the first part of the claim up to the amount of the excess. This excess is in addition to any other driver or voluntary excesses shown in your schedule. You will not be required to pay any excess if damage to the insured vehicle is caused when the insured vehicle is kept for servicing or repair by a bona fide motor repair business.

Part A – Commercial Vehicle Cover

Section 2 – Fire and Theft Cover

If this section is listed in your schedule, you are covered as follows unless cover has been modified and an endorsement is attached to your schedule setting out the revised terms and conditions.

You are covered for loss of or damage to the insured vehicle The Insurer will pay for loss of or damage to the insured vehicle and its accessories and spare parts whilst attached to the insured vehicle if caused by:

1. theft or attempted theft
2. fire

IMPORTANT LIMITS TO YOUR COVER

Fire and Theft excesses

If the insured vehicle, and/or its accessories and spare parts, are lost or damaged by fire, theft or attempted theft you must pay the first part of the claim up to the amount of the excess shown in your schedule. You will not be required to pay any excess if fire damage to or theft of the insured vehicle is caused when the insured vehicle is kept for servicing or repair by a bona fide motor repair business.

Part A – Commercial Vehicle Cover

Section 3 – Third Party Cover

Your Liability

You are covered for your liability to other people The Insurer will pay all amounts that you may be legally liable for in respect of:

1. death of, or bodily injury to, any person
2. damage to the property of a third party up to GBP 2,000,000

arising from one accident or series of accidents arising from each event involving the use in the territorial limits of any vehicle which your Certificate of Motor Insurance permits.

Other People's Liability

The Insurer will insure the following people for liabilities to others in the same way as you are insured:

1. any person permitted by your Certificate of Motor Insurance to drive the insured vehicle
2. any person using (but not driving) the insured vehicle with your permission for social, domestic or pleasure purposes
3. any passenger travelling in, or getting into or out of, the insured vehicle

Injury or Damage while Towing with the Insured Vehicle

The Insurer will pay for:

1. death of, or bodily injury to any person
2. damage to the property of a third party up to GBP 2,000,000

if caused by a trailer or any disabled mechanically propelled vehicle while attached to the insured vehicle or accidentally detached from the insured vehicle during the course of a journey.

Emergency Treatment

The Insurer will pay for any emergency treatment as required by the Road Traffic Act 1988 (as amended). If this is the only payment made, your No Claims Discount will not be affected.

Protection of Insured Person's Estate

Following the death of any person the Insurer insures under this policy, the Insurer will continue to protect that person's estate against liability insured under this policy and insured by that person.

Costs and Expenses

The Insurer will, subject to its prior written consent:

1. pay legal fees, reasonably and properly incurred by any person the Insurer insures for representation at a Coroner's Inquest, Fatal Accident Inquiry or Court of Summary Jurisdiction
2. pay the costs of legal services to defend a charge of manslaughter or dangerous or reckless driving causing death
3. pay any other costs or expenses incurred in connection with any incident which might involve legal liability under this policy
4. defend anyone insured under this policy against charges brought under the Corporate Manslaughter and Corporate Homicide Act 2007

IMPORTANT LIMITS TO YOUR COVER

Your Liability to Other People

You are not covered under this section of the policy for damage to any vehicle your Certificate of Motor Insurance permits you to drive or use.

Other People's Liability

You are not covered under this section of the policy for damage to any vehicle your Certificate of Motor Insurance permits you to drive or use.

Third Party Cover Excesses

If you make a claim under this section of the policy, you will not be required to pay any excess. If a claim is also made under Sections 1, 2 or 4, you must pay the excess as described in the schedule.

Section 4 – Additional Covers

A No Claims Discount

The Insurer will allow a No Claims Discount (NCD) against your new business or renewal premium for Part A – Commercial Vehicle Cover of this policy. The amount of the NCD will be in accordance with the Insurer's scale of NCD applicable at the time.

Claims that do not affect your NCD:

1. any claim for payment of emergency treatment only as required by the Road Traffic Acts
2. incidents for which the Insurer can obtain a full recovery of all costs
3. any claim where you are claiming only for the loss of or damage to the glass in your vehicle's windscreen, windows or sunroof or for any scratches on the bodywork caused by breakage of glass

If you claim under any section of this policy and we are unable to recover our costs, your no claims discount will be reduced in accordance with the table below.

NBC Years	1 claim	2 or more claims
1	0	0
2	0	0
3	1	0
4	2	0
5	3	0
6	3	0
7	4	0
8	4	0
9+	4	0

B Leased Vehicles

If the Insurer knows the insured vehicle is the subject of a leasing or contract hire agreement between you and the owner of the insured vehicle, the Insurer will insure the owner in the same way that the Insurer will insure you under this Part of your policy if there is an accident while the insured vehicle is let, on hire or leased under the agreement, as long as;

1. the insured vehicle is;

   (a) not being driven by the owner;

   (b) not being driven by a person who is employed by the owner; or

   (c) in the charge of but not being driven by the owner or any person who is employed by the owner;

   2. the owner cannot claim under another policy; and

   3. the owner follows the terms, exceptions and conditions of this policy as far as they can apply.

C Foreign Travel

As well as providing cover within the territorial limits, this policy, in line with European Union directives, also provides the necessary cover to meet the laws on compulsory insurance of motor vehicles in;

1. any other member country of the European Union; and
2. any country which the Commission of the European Union is satisfied that arrangements have been made to meet the requirements of any EU Directive on insurance of civil liabilities arising from the use of a motor vehicles, but only so far as is necessary to comply with the compulsory motor vehicle legislation of such countries.
3. at your request, any other country in respect of which the Insurer agrees to provide cover but only for the period agreed by the Insurer and provided an International Motor Certificate (Green Card) is issued by the Insurer.

The level of cover provided will be the minimum needed to keep to the laws on the compulsory insurance of motor vehicles of the country in which the accident happens. It will not be the same level of cover you receive when driving within the territorial limits under this policy. Where the level of cover in any European Union Member State is less than that provided by the legal minimum requirements of United Kingdom, the level of cover that applies in United Kingdom will apply in that Member State.

The Insurer can extend your policy, at your request, to provide the same level of cover in the rest of the European Union and certain other European countries as you have within the territorial limits. To get this cover you must contact Moorhouse Xbroker or the intermediary who arranged your policy with details of the trip. Moorhouse Xbroker will (where appropriate) give you an International Motor Certificate (Green Card) and tell you the extra premium you will have to pay.

Part A – Commercial Vehicle Cover

Transport and Delivery

If you make a valid claim for accidental damage, fire or theft of the insured vehicle and the damage cannot be repaired economically by the intended time of your return to the United Kingdom, the Insurer will pay the reasonable costs of transporting and delivering the insured vehicle to your address in the United Kingdom by sea and/or by a recognised land route when repair has been completed. Additionally, the Insurer will also pay the reasonable costs if the insured vehicle has been stolen and is recovered after your return to the United Kingdom.

Customs Duty

The Insurer will pay foreign Customs Duty for which you are liable as a direct result of any loss or damage to the insured vehicle which is covered by this policy, preventing its return to the United Kingdom.

When you take your vehicle abroad

All EU members (and associated territories) have agreed that an International Motor Certificate (Green Card) is not required for cross border travel, but you must take your Certificate of Motor Insurance which will provide sufficient evidence that you are complying with the laws on compulsory insurance of motor vehicles in any of these countries that you visit. It is also a legal requirement that you carry the insured vehicle registration document with you when taking the insured vehicle abroad.

Claims Helpline

If the insured vehicle is stolen or involved in an accident whilst you are abroad **you should contact the Insurer's claims helpline immediately on 0345 604 9870**.

IMPORTANT LIMITS TO THIS ADDITIONAL COVER

Territorial Limits

Cover is restricted outside the territorial limits of this policy unless extended by the issue of a International Motor Certificate (Green Card). If no International Motor Certificate (Green Card) has been issued, your policy only provides the minimum cover you need by law to use the insured vehicle.

Excesses

Any claim resulting from your travel abroad is subject to exactly the same excesses as referred to in Sections 1 or 2.

Section 5 – Optional Covers

Your schedule will show which of the following Optional Covers apply to your policy.

A Medical Expenses

If you, or any other person in the insured vehicle, are injured as a direct result of the insured vehicle being involved in an accident, the Insurer will pay the medical expenses arising in connection with that accident.

The most the Insurer will pay for each injured person is GBP 100. The cover under this Optional Cover applies irrespective of fault. If your only claim is under this Optional Cover, your No Claims Discount will not be affected and you will not have to pay any excess.

B Personal Belongings

The Insurer will pay you for loss or damage to personal belongings caused accidentally or by fire or theft while they are in or on the insured vehicle. The maximum amount the Insurer will pay for any one claim is GBP 100. You can only make a claim under this Optional Cover when also claiming under Section 1.

The Insurer will not pay for:

(a) money, stamps, tickets, documents or securities; or

(b) goods or samples, tools of trade, ropes or tarpaulins carried in connection with any trade or business

C Emergency Treatment

The Insurer will reimburse any person using the insured vehicle for payments they have to make under the Road Traffic Acts for emergency medical treatment. A payment made under this Optional Cover will not affect your No Claims Discount.

D Replacement Locks

If the insured vehicle's keys or lock transmitter are lost or stolen, the Insurer will pay the cost of replacing;

(a) the door locks and boot lock;

(b) the ignition and steering lock and

(c) the lock transmitter and central locking system;

provided that you can establish to our reasonable satisfaction that the identity or garaging address of the insured vehicle is known to any other person who may have your keys or transmitter.

Your No Claims Discount will not be affected if you only make a claim under this Optional Cover. No excess is payable under this Optional Cover but the maximum amount we will pay is GBP 300. You can only claimunder this Optional Cover if you have Comprehensive Cover.

E Hotel Expenses

If the insured vehicle cannot be driven after an accident or loss covered under Section 1 of this policy, the Insurer will pay up to GBP 150 for the driver (or GBP 250 in total for all the people in the insured vehicle) towards the cost of hotel expenses for an overnight stop if this is necessary and you are more than 25 miles from the normal overnight parking address shown in your schedule.

F Replacement Glass

If you are only claiming for loss of or damage to the glass in the insured vehicle's windscreen, sunroof or windows, or for any scratches on the bodywork caused by breaking glass, the excesses in Section 1 will not apply. You will, however, have to pay the first GBP 60 of the cost of replacing the glass. This excess for glass:

(a) will not apply if the glass is repaired rather than replaced; and

(b) cancels out any general excess that would otherwise apply to glass claims.

Any payment for repairing or replacing glass in the windscreen, sunroof or windows of the insured vehicle (or any scratches on the bodywork caused by breaking glass) will not affect your No Claims Discount. If you do not telephone 0345 604 9870 and do not use our approved windscreen repairers the most the Insurer will pay under this Optional Cover is GBP 150 after deduction of any excess which you must pay. This Optional Cover automatically applies if you have Comprehensive Cover.

Claims Helpline

To arrange a glass repair or replacement window please contact the Insurer's claims helpline on 0345 604 9870. The Insurer's claims team will arrange for a local service to attend to your needs.

G Audio-Visual and Communication Equipment

For permanently fitted audio-visual and communication equipment being

(a) compact disc, MP3 player, radio cassette, mini disc or other audio equipment

(b) telephone or other communication equipment

(c) television, DVD or other visual entertainment equipment

(d) visual navigation equipment

The most the Insurer will pay for any one claim is GBP 500 or the market value of the insured vehicle, whichever is the lower amount, less the excess. There is no cover for theft of audio-visual or communication equipment unless the insured vehicle is stolen at the same time.

Part A – Commercial Vehicle Cover

Exclusions to Part A – Commercial Vehicle Cover

This Commercial Vehicle Cover does not cover:

1. damage to the windscreen or windows (unless the windscreen policy extension is shown on the schedule)
2. the provision of courtesy vehicles.
3. driving any vehicle not specified on the Certificate of Motor Insurance
4. loss of use of the insured vehicle and any costs which were not incurred as a direct consequence of the event which led to the claim being made
5. mechanical, electrical or computer faults, failures, breakdowns, breakages or malfunctions
6. damage to tyres caused by bursts, cuts, punctures or by the application of brakes
7. loss by deception/fraud by a purported purchaser or agent
8. any loss, destruction of or damage to tools and / or materials (unless included in your schedule)
9. wear and tear or depreciation. The Insurer will not pay for any repair or replacement which leaves your vehicle in better condition than it was before the incident. If this happens, you will have to pay a contribution towards the cost of such repair.
10. loss of or damage to any of the insured vehicle's audio and communication equipment (unless included in your schedule)
11. loss of value of the insured vehicle following repair
12. liability covered by any other insurance
13. use for any competition, rally or trial
14. liability for death of, or bodily injury to any person arising out of and in the course of their employment caused by any person the Insurer insures under this policy if cover is provided under an employer's liability insurance issued to comply with employer's liability legislation
15. any accident, injury, loss, damage and/or liability whilst any insured vehicle is being driven or used in or on that section of an aerodrome, airport, airfield or military base provided for:

    (a) the takeoff or landing of aircraft and for the movement of aircraft on the surface

    (b) aircraft parking aprons including the associated service roads, refuelling areas and ground equipment parking areas
16. any liability in respect of any pollution or contamination of buildings or other structures or of water or land or the atmosphere by naturally occurring or man-made substances, forces or organisations or any contamination of them whether permanent or transitory and however occurring and all injury loss or damage directly or indirectly caused by the pollution or contamination, except liability which the Insurer is obliged to cover by the law relating to compulsory motor insurance
17. any accident, injury, loss, damage or liability when any vehicle covered by this policy is:

    (a) being driven by or in charge of any person who holds a provisional driving licence and who is not accompanied by a person aged 21 years or over holding a full driving licence issued in the UK which has been held for at least 3 years

    (b) being driven by or in charge of any person or used for any purpose not permitted by the Certificate of Motor Insurance (but the insured vehicle is covered while kept for servicing or repair by a bona fide motor repair business)

    (c) being driven by or in the charge of any person unless they hold a licence to drive such a vehicle or have held and are not disqualified from holding or obtaining such a licence unless the injury, loss or damage was caused as a result of the insured vehicle being stolen or having been taken without your permission.

Part A – Commercial Vehicle Cover

18. towing for reward a caravan, trailer or disabled mechanically propelled vehicle (unless specified in your schedule)

19. towing more than one caravan, trailer or disabled mechanically propelled vehicle at any one time.

20. any liability you have accepted by agreement or contract unless that liability would have existed otherwise.

21. any liability incurred as a result of an agreement or contract unless that liability would have existed otherwise.

22. loss or destruction of or damage to the insured vehicle or any other loss or any legal liability directly or indirectly caused or contributed to by or arising from:

    (a) ionising, radiation or contamination by radioactivity from any nuclear fuel or from nuclear waste or the combustion of nuclear fuel

    (b) the radioactive, toxic, explosive or other hazardous properties of any explosive, nuclear assembly or nuclear component

    (c) Earthquake

23. loss or damage from theft or attempted theft of the insured vehicle whilst the ignition key or electronic starting device of the insured vehicle has been left in or on the insured vehicle.

24. loss or damage from theft or attempted theft of the insured vehicle whilst the vehicle, or any part thereof, is left unlocked or whilst any windows or sunroof of the insured vehicle are not fully closed.

25. any damage caused by frost unless you have done the following:

    (a) added anti-freeze solution to the water in the water system and maintained the solution in recommended proportion or

    (b) when the insured vehicle is not in use, completely drained the water from the radiator, the cylinder block and the entire circulatory water system by means of all taps and plugs provided.

26. loss or damage caused by an inappropriate type or grade of fuel being used.

27. any accident, injury, loss, damage and/or liability caused sustained or incurred whilst any insured vehicle is:

    (a) being used for Public or Private Hire; or

    (b) for the carriage of passengers for hire or reward; or

    (c) for the carriage of goods of a hazardous or explosive nature; or

    (d) for the conveyance of a load in excess of the maximum set against that insured vehicle

28. any liability for paintwork where altered from the manufacturer's original standard finish (e.g. sign-writing), unless included in your schedule. Otherwise our liability for paintwork in respect of claims under this policy is restricted to the costs which would have been involved in repairing or respraying the damaged area to the manufacturer's original standard finish.

29. except to the extent that the Insurer is liable under the Road Traffic Acts the cover under this policy does not cover any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event.

    (a) terrorism being any act or acts including but not limited to the use or threat of force and/or violence and/or harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.

    (b) war, invasion, act of foreign enemy hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising military or usurped power.

    (c) riot or civil commotion if it happens outside Great Britain, the Isle of Man, the island of Guernsey, the island of Jersey and the island of Alderney.

    (d) any action taken in controlling, preventing, suppressing or in any way relating to above.

    Where the Insurer is liable under the Road Traffic Acts the maximum amount the Insurer will pay for damage to property as a result of any accident or accidents caused by a vehicle or vehicles driven or used by you or any other person and for which cover is provided under this section will be the third party property damage limit specified in the policy in respect of all claims consequent on one originating cause or such greater sum as may in the circumstances be required by the Road Traffic Acts.

30. loss or damage caused directly or indirectly by fire if the insured vehicle is equipped for cooking or heating food or drink.

31. confiscation or requisition or destruction by under order of any government or public or local authority.

32. any claim if any person insured under this section fails to keep to the terms, exceptions and conditions of this policy as far as they apply, or if they are entitled to claim payment or insurance under any other policy.

33. the death, bodily injury or illness of any person caused by food poisoning, anything harmful obtained in any goods supplied, or any harmful or incorrect treatment given at or from the vehicle.

34. legal costs or expenses related to charges connected with speeding, driving under the influence of alcohol or drugs, or for parking offences.

35. any liability that is not required to be covered under the terms of the Road Traffic Act whilst you are loading or unloading directly from the insured vehicle.

36. liability for death, injury or damage when the insured vehicle is not on a public road and is in the process of being loaded or unloaded.

Part A – Commercial Vehicle Cover

Endorsements to Part A – Commercial Vehicle Cover

The endorsement numbers which apply are shown in the schedule.

1. **Drivers under the age of 25 excluded**
   No cover is provided if the insured vehicle is being driven by or in the charge of any person under the age of 25.

2. **Drink / Drugs**
   If at the time of an accident the driver of the insured vehicle is found to have exceeded the statutory limits as expressed in road traffic legislation in force at the time of the accident in respect of the consumption and/or use of alcohol or drugs then the maximum the Insurer will pay is a sum required to meet only their obligations to comply with the Road Traffic Acts that are active at the time of the accident.

3. **Alarms, immobilisers and tracking devices**
   You have declared that the insured vehicle is fitted with the security device specified in the proposal form. This device must be in operation any time the insured vehicle is unattended or unoccupied. Cover for theft or attempted theft will be excluded in the event of a claim arising and the devices are not in operation.

7. **Interest as owner**
   The Insurer has noted that a Third Party has an interest in the insured vehicle identified in the Certificate of Motor Insurance and the Insurer will indemnify them in the event of total loss or unrecovered theft of the insured vehicle.

8. **Social Domestic and Pleasure use only**
   Cover is restricted to Social Domestic and Pleasure use for all drivers except you.

9. **Garaging Discount**
   You have accepted a premium discount in return for keeping the insured vehicle in a locked garage between the hours of 11pm and 6am the following morning when not in use. In the event of a claim for theft, attempted theft or malicious damage when the insured vehicle is not garaged or in use between these times, the excess will be increased by GBP 500.

10. **Garaging Condition**
    It is a condition of this policy that the insured vehicle is kept in a locked garage between the hours of 11pm and 6am the following morning when not in use. In the event of a claim for theft, attempted theft or malicious damage when the insured vehicle is not garaged or in use between these times, no cover will apply.

Part A – Commercial Vehicle Cover

12. **Increased Theft excess**
    The excess for theft and attempted theft of the insured vehicle is increased by GBP 200.

13. **Young or inexperienced driver increased excess**
    The policy excess is increased by GBP 100 in the event that a driver named on the schedule who is under the age of 30 or who has held a full EU or United Kingdom licence for less than 3 years is driving or in charge of the insured vehicle at the time of an insured incident.

14. **Increased Malicious Damage excess**
    The malicious damage excess is increased by GBP 200.

15. **Increased policy excess**
    The policy excess is increased by GBP 200 in the event of an insured incident.

17. **Restricted liability for costs of bespoke paintwork / signwriting**
    The maximum the Insurer will pay in the event of damage to bespoke paintwork or signwriting on the doors or body panels of the insured vehicle is GBP 1,000 any one insured incident.

18. **Trailer Cover**
    In return for an additional premium the Insurer will provide the same level of cover to the trailer you have specified to the Insurer as the insured vehicle. This cover only applies whilst the trailer is attached and excludes and goods or tools within the trailer.

19. **Include personal possessions**
    Personal possessions to a value of GBP 100 are covered if they are lost or damaged during an insured incident subject to any excess shown in your policy documents. They must be kept from view in a locked glove compartment or other storage facility when the insured vehicle is unattended and the windows and sunroof must be closed and doors locked.

20. **Exclusion of Injury Benefits**
    Injury benefits are excluded except as required by the Road Traffic Acts.

21. **Additional voluntary excess**
    You have agreed to pay an additional voluntary excess in the event of more than one fault claim in any one policy year.

Part A – Commercial Vehicle Cover

22. Protected No Claims Discount
In return for an additional premium, the Insurer will not reduce your No Claims Discount for the first 2 claims where the Insurer do not make 100% recovery (excluding windscreen claims).

23. Modifications
The Insurer have accepted the modifications you have notified to us and will pay up to GBP 1,000 to replace, repair or reinstate the modifications to the pre-incident condition.

24. Medical Benefits Included
Emergency medical treatment is included for the driver and passengers to a maximum benefit of GBP 100 per person.

25. Hotel Benefit Included
If the insured vehicle cannot be driven after an accident or loss covered under Section 1 of this policy, the Insurer will pay up to GBP 150 for the driver (or GBP 250 in total for all the people in the insured vehicle) towards the cost of hotel expenses for an overnight stop if this is necessary and you are more than 25 miles from the normal overnight parking address shown in your schedule.

26. Audio, Visual and Navigational Equipment Included
Audio, visual and navigational equipment cover is included to the value of GBP 500 if permanently fitted to the insured vehicle. No cover for theft applies unless the insured vehicle is stolen at the same time.

27. Working Radius
You have advised the Insurer that you work within a 75 mile radius of your business address and have received a discount to your premium in return. If you are involved in an incident that leads to a bone fide claim whilst on business more than 75 miles from your business address, any excesses that apply will be doubled.

28. Annual Mileage
The total annual mileage must not exceed the level that appears on the schedule. We will charge an additional premium equivalent to the amount the Insurer would have charged had the correct mileage been notified to them.

31. Driving other vehicles included
You are insured to drive other vehicles not owned by you or a member of your family or your business partner(s). Cover is restricted to that provided under Section 2 only and does not provide any cover for loss or damage caused to the other vehicle you are driving. This cover is intended for emergency use and if you plan to drive someone else's vehicle regularly, you should be named on their policy.

Part B – Accidental Death Cover

Cover

This insurance covers the insured person whilst driving the insured vehicle for accidental death caused by a sudden, unexpected event during the period of insurance following an accident within the United Kingdom.

The maximum accumulation limit for any one event shall be GBP 10,000. It is warranted that:

1. the insured person has not attained 70 years of age, and
2. the insured person is normally resident in the United Kingdom, and
3. this insurance excludes all claims arising from physical or mental conditions or disabilities of a recurring or chronic nature from which the insured person(s) suffered, and was known to suffer, prior to the inception of this insurance.

Exclusions to Part B – Accidental Death Cover

This Accidental Death Cover does not cover death directly or indirectly arising out of or consequent upon or contributed to by:

1. the insured person committing or attempting to commit suicide or intentionally inflicting self-injury, while sane or insane.
2. war, invasion, act of foreign enemy, hostilities (whether war to be declared or not), civil war, rebellion, revolution, terrorist activity, insurrection or usurped power (except where the Insurer needs to provide cover to meet the minimum insurance required by the relevant law).
3. the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials.
4. nuclear reaction, nuclear radiation or radioactive contamination.
5. venereal disease or Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC) or Human Immuno-deficiency Virus (HIV) howsoever these have been acquired or may be named.
6. deliberate exposure to exceptional danger (except in an attempt to save human life) or the insured person's own criminal act or being under influence of alcohol or drugs.
7. the Insured person being intoxicated by alcohol or drugs.
8. neuroses, psychoneuroses, psychopathies or psychoses, anxiety, stress, fatigue or mental or emotional diseases or disorders of any type.

Part B – Accidental Death Cover

Conditions to Part B – Accidental Death Cover

1. It is a condition precedent to the Insurer's liability to pay compensation to the insured person or their representatives that all medical records, notes and correspondence referring to the subject of a claim or a related preexisting condition shall be made available on request to any medical advisor appointed by the Insurer or on its behalf and that such medical advisors shall, for the purpose of reviewing the claim, be allowed as often as may be deemed necessary to make examination of the insured person.

2. If a physical disability or condition of the insured person which existed before the insured event occurred, the amount of any compensation payable under this Accidental Death Cover in respect of the consequences of the insured event shall be the amount which is reasonably considered would have been payable if such consequences had not been so aggravated.

Part C – Breakdown Cover

Cover

This insurance covers the costs set out below which occur during the period of insurance as a result of a breakdown on a highway (or other road or area to which the public has the right of access) to the insured vehicle.

If you are stranded as a result of a breakdown to the insured vehicle, by contacting the Breakdown Line on **0800 092 4138**, the insurer will send a patrol or contractor to help you.

The Insurer will try to repair the insured vehicle at the roadside. Roadside includes labour at the scene of the breakdown (but not labour at any garage to which the insured vehicle is taken).

If the Insurer cannot repair the insured vehicle at the roadside, and the Insurer believes repairs are unwise or cannot be completed within a reasonable time, the Insurer will take the insured vehicle and up to eight (8) people to a destination of your choice within ten (10) miles of the scene of the breakdown. If you have no preferred destination, the Insurer will take the insured vehicle to a nearby garage. If you wish the insured vehicle to be taken to any other destination, you will have to pay for the towage costs for the whole distance.

If you need to leave the insured vehicle at the garage the Insurer will reimburse you for taxi fares up to twenty (20) miles (a receipt must be obtained) for you and up to seven (7) passengers.

Battery Related Faults

If the breakdown is as a result of a battery related fault:

1. the Insurer's attendance is included under Part C – Breakdown Cover,
2. the Insurer will test the battery, if the battery is no longer serviceable you will be advised to replace it. If a non-serviceable battery is not replaced, a charge of no less than GBP 59 will apply for further assistance to a battery related fault. The charge will be payable prior to any assistance being arranged.

The fitting of any parts or batteries purchased by you prior to the Insurer's attendance is not covered. This is to ensure that parts are fitted from reputable sources in order to avoid secondary callouts..

Part C – Breakdown Cover

Exclusions to Part C – Breakdown Cover

This Breakdown Cover does not cover:

1. breakdowns which would be prevented by routine servicing of the insured vehicle
2. any labour other than that incurred at the roadside
3. replacing tyres or windows
4. missing or broken keys. The Insurer will try to arrange the services of a locksmith but you will have to pay for them
5. the cost of ferry crossings, road toll and congestion charges
6. insured vehicles being demonstrated or delivered by motor traders, or used under trade plates
7. insured vehicles, which, according to the Insurer's patrol or contractor, had broken down or were unroadworthy before you took out your Policy
8. insured vehicles, which breakdown within ¼ mile of your business address or where you normally keep the insured vehicle
9. contaminated fuel problems. The Insurer will arrange for the insured vehicle to be taken to a local garage for assistance, but you will have to pay for the work carried out
10. the cost of parts, fuel or other supplies
11. any insured vehicle storage charges incurred when you are using the Insurer's services
12. labour at any garage to which the insured vehicle is taken
13. breakdown caused by or following an accident, fire, theft or act of vandalism. If you call the Insurer for assistance following such an incident you will be liable to pay the Insurer for removal (Subject to the terms of Part A – Commercial Vehicle Cover and the level of cover you purchase.)
14. the tow or transport of any insured vehicle, which, in the Insurer's reasonable opinion, is loaded beyond its legal limit
15. any insured vehicle in a position where the Insurer cannot work on it or tow it, or wheels have been removed, the Insurer can arrange to rectify this but you will have to pay the costs involved
16. any animals in the insured vehicle, please note that their onward transportation is at the Insurer's discretion and solely at your risk. The Insurer will not insure any animal, including livestock in transit, during any onward transportation the Insurer undertakes.
17. costs for anything which was not caused by the incident you are claiming for
18. any Insured vehicle which has broken down as a result of taking part in a motor sport event which takes place off the road and/or is not subject to the normal rules of the road or which breakdown as a result of a motor sport event which takes place on permanent or temporarily constructed race track (e.g. Snetterton, Oulton Park) or rally circuit. For example, any insured vehicle participating in a treasure hunt, touring assembly or navigational road rally which takes place on the road and comply with normal rules of the road are covered but any insured vehicle participating in any off-road rally will not be covered
19. any claim if you breakdown at a motor trader's premises, garage or premises offering vehicle repair.

Part C – Breakdown Cover

20. the cost of all parts, garage, labour or other costs in excess of your Policy limits set out in the document.

21. loss caused by any delay, whether the benefit or service is being provided by the Insurer or someone else (for example a garage, hotel, vehicle hire company, carrier, etc)

22. any incident affecting a vehicle hired under the terms of this Part of your policy

23. routine servicing of the insured vehicle, replacing tyres, missing or broken keys, or replacing windows. The Insurer may be able to arrange for theprovision of these Services but you must pay any costs incurred. Note: Keys which are locked inside the insured vehicle are covered and the Insurer can arrange for a contractor to attend. However, any damage which may occur in trying to retrieve the keys will be at your risk

24. any claim caused directly or indirectly by:

    (a) your property being held, taken, returned, destroyed or damaged under the order of any Government or other Authority

    (b) war, invasion, civil unrest, revolution, terrorism or any similar event

25. any claim caused directly or indirectly by the overloading of the insured vehicle and/or any caravan or trailer

26. any claim as a result of an insured vehicle breakdown due to:

    (a) running out of oil or water

    (b) frost damage

    (c) rust or corrosion

    (d) tyres which are not roadworthy

    (e) using the incorrect fuel

27. any claim caused directly or indirectly by the effect of intoxicating liquors or drugs

28. any claim where the insured vehicle is being driven by persons who do not hold a full United Kingdom or other recognised and accepted driving licence

29. any claim which you have made successfully under any other Policy of insurance held by you. If the value of your claim is more than the amount you can get from your other insurance the Insurer may pay the difference subject to Policy limits and exclusions

30. the cost of any transportation, accommodation or care of any animal. Any onward transportation is at the Insurer's discretion and solely at your risk. The Insurer will not insure any animal during any onward transportation the Insurer may undertake

31. any period outside your Period of Insurance

32. any insured vehicle other than a car, motorcycle 121cc or over, motor caravan, minibus fitted with not more than 17 seats including driver, light van, estate car, MPV or 4 x 4 sport utility Vehicle and provided that the insured vehicle conforms to the following specification:

    (a) maximum legal laden weight of 3,500kg (3.5 tonnes). This weight is called the Gross Vehicle Weight (GVW)

    (b) maximum overall dimensions: length 6.4 metres (21ft), height 3 metres (9ft 8in) and width 2.55 metres (8ft 4in), all including any load carried

    the insured vehicle restrictions apply equally to caravans and trailers except that the maximum length of trailers and/or caravans must not exceed 7 meters (23ft). If the insured vehicle which has suffered abreakdown is towing a caravan or trailer and the Insurer provides recovery, the caravan or trailer will be recovered together with the insured vehicle to a single destination within 10 miles of the scene of the breakdown. Other than as set out above caravans and trailers are not covered by this Part of your Policy.

33. Any claim by you unless you are living permanently in the United Kingdom or employed by a company having its registered office in the United Kingdom

Part C – Breakdown Cover

34. any insured vehicle carrying more persons than recommended by the manufacturer, up to 8 persons maximum (including the driver). For minibuses the maximum is increased to 17 persons (including the driver). Each person must occupy a separate fixed seat fitted during vehicle construction and to the manufacturer's specification

35. the insured vehicle if it is unattended

36. any personal effects, valuables or luggage left in the insured vehicle or in any trailer, boat or caravan or any other item being towed by or used in conjunction with the insured vehicle. These are your responsibility.

37. specialist equipment costs being equipment not carried by the Insurer's patrols or contractors. The Insurer will however arrange for the specialist services if needed, but you will have to pay for any additional costs direct to the contractor.

38. any costs which are not directly covered by the terms and conditions of this section of your policy

39. any insured vehicle which was broken down or unroadworthy at the start of this policy.

40. the costs of any parts provided by the Insurer to fix the insured vehicle at the roadside must be paid in full by credit/debit card at time of breakdown before work can commence.

Conditions to Part C – Breakdown Cover

1. Excise Licence

   It is a legal requirement that the insured vehicle used or recovered with theirwheels in contact with the public highway must have a valid current exciselicence. Where no current excise licence is displayed the Insurer will attemptto fix the insured vehicle at the roadside but will not provide any otherservice or benefit.

   (The above is not applicable to those insured vehicles exempt under Section 5 of the Vehicle Excise and Registration Act 1994, which includes certain types of vehicles, including certain old vehicles, agricultural vehicles and emergency vehicles. For further information please contact DVLA at www.dvla.gov.uk).

2. Credit Card Details

   The Insurer will require your credit card details if the Insurer arranges a service for you which is not covered by this Part of your policy or if it exceeds the policy limits set out in this document. If you do not provide the Insurer with your credit card details the Insurer will not be able to provide certain services which will be notified to you when credit card details are requested.

3. Caravans and Trailers

   The insured vehicle restrictions in this Part of your policy apply equally to caravans and trailers except that the maximum length of trailers and/or caravans must not exceed 7.6 metres. If the insured vehicle which has suffered a breakdown is towing a caravan or trailer and the Insurer provides recovery, the caravan or trailer will be recovered together with the insured vehicle to a single destination within 10 miles of the scene of the breakdown. Other than as set out in this paragraph caravans and trailers are not covered by this section of your policy. The Insurer will do their best to find solutions to motoring problems, but the Insurer regrets that they cannot arrange a replacement caravan or trailer in the event of breakdown or Accident age which cannot be repaired.

Part C – Breakdown Cover

4. Unforeseeable losses or events

   Except in relation to any claim you may have for death or personal injury, if the Insurer is in breach of the arrangements under this contract, the Insurer will not be liable for any losses or damages which are not a reasonably foreseeable result of any such breach, for example, loss of profit, loss of revenue or anticipated savings, loss of contacts, or for any business losses.

   The Insurer do not guarantee the provision of any of the benefits under this Part of your policy, if there is anything beyond its reasonable control or the reasonable control of any service provider which prevents the Insurer or a service provider from providing that benefit. Benefits may be refused if you or anyone travelling with you in the insured vehicle behaves in a threatening or abusive way to any persons providing service under your policy.

5. Taxi Bookings

   In some circumstances it can be quicker and easier for you to arrange a taxi. The Insurer may ask you to make your own arrangements for taxi service. If so please send your receipts to the Insurer and they will reimburse you.

6. Service Providers

   The garages, breakdown/recovery companies, repairers, car hire companies and other third party service providers whose services are arranged by the Insurer on your behalf and/or paid for under this Part of your policy by the Insurer on your behalf are not approved by the Insurer. They are not agents of the Insurer and the Insurer cannot be held liable for acts or omissions of such garages or other third parties. You are responsible for authorising repairs and making sure any repairs to the insured vehicle are carried out to your satisfaction.

7. Vehicle Condition

   The insured vehicle must be roadworthy and in good mechanical condition when you apply for cover and you must keep it in that condition.

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