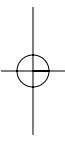
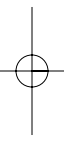


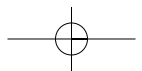
commercial insurance policy



www.masterquote.co.uk



www.masterquote.co.uk



Your Commercial Vehicle Insurance Policy

This insurance is a **Contract of Indemnity** between the Insurer and **You**, the insured. The basis of this **Contract** is the information **You** have given for the purpose of entering into the **Contract** and that information must be true to the best of **Your** knowledge and belief.

The **Contract** will be in force for any **Period of Insurance** for which **You** have paid or agreed to pay and **We** have accepted or agreed to accept the premium.

In return the Insurer will insure **You** against those losses and liabilities detailed in the policy documents during the period referred to in the **Schedule** and during any further period for which the Insurer may accept premium.

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

If the law of any country in which **You** are covered by this policy says **We** must settle a claim which **We** would not otherwise have paid **We** can ask **You** or the person who incurred the liability to pay **Us** that amount.

AUTHORISED SIGNATORY ON BEHALF OF YOUR INSURER



Alexander Dunn

CHAIRMAN AND CHIEF EXECUTIVE - BDML CONNECT LIMITED

What the terms mean:

Administrator

BDML Connect Limited
The Connect Centre
Kingston Crescent
Portsmouth
Hampshire PO2 8QL
email: enquiries@bdml.co.uk

Certificate of Motor Insurance

A document which is legal evidence of **Your** insurance and which forms part of this contract and which must be read with this contract.

Contract

This insurance is made up of four important documents:

- 1) this Insurance Booklet
- 2) the **Certificate of Motor Insurance**
- 3) the **Schedule**
- 4) the **Proposal Form** or **Statement of Insurance**

All four documents should be read together as part of the **Contract**.

Excess/Excesses

An amount **You** will be obliged to pay in the event of a claim.

2

Hazardous Goods

As defined in the following:
Dangerous/Hazardous goods or substances, which **You** need a licence from the relevant authority to carry.

- a) The Dangerous Substances (Conveyance by Road in Road Tankers and Tank Containers) Regulations 1992
- b) The Approved List of Dangerous Substances as published by the Health and Safety Executive and any other legislation of similar intent (including subsequent legislation) if applicable.

Indemnity

A legal principle which requires that after a loss **You** are placed in the same financial position that **You** occupied immediately before the event.

Market Value

The cost of replacing **Your Vehicle** with one of the same make and model, with a similar history, age and condition.

Period of Insurance

The dates shown on **Your** current **Certificate of Motor Insurance** and **Schedule**.

Proposal Form or Statement of Insurance

Only one is applicable. Either the Proposal Form being the

application form signed by **You** and upon which this **Contract** is based

Or
The Statement of Insurance being the document containing information supplied by **You** and upon which this **Contract** is based.

Schedule

The document which shows details of **Your Vehicle** and the level of cover provided.

Trailer

Means any **Trailer** specified on the **Schedule** (other than a disabled mechanically propelled vehicle) which is attached to the insured vehicle. A **Trailer** shall be insured in the terms of this **Contract** as though it were a vehicle if it is attached to the vehicle specified in the **Schedule**. Any plant permanently attached to a **Trailer** shall be regarded as part of the **Trailer**.

Third Party

Any person other than **You**, or any person for whom cover is provided, by this insurance, or **Us**.

United Kingdom (UK)

England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands.

Voluntary Excess

An amount **You** have volunteered to pay in the event of a claim, for which **You** may receive a reduction in **Your** premium. This may be in addition to other policy **Excesses** and is shown on your **Schedule**.

We, Our, Us, Insurer

The authorised Insurer shown at the foot of the **Certificate of Motor Insurance** and/or on the current **Schedule**.

Your Vehicle

The vehicle shown on **Your** current **Certificate of Motor Insurance** and **Schedule**.

You, Your, Yourself

The person named as the Insured in the insurance documents.

Several liability

Where **Your** insurance is provided by a Lloyd's based insurer, that insurer will be made up of certain underwriters at Lloyd's. Each underwriter is only liable for their own share of the risk and not for any other's share. **You** can ask the insurer for the names of the underwriters and the share of the risk each has taken on.

BDML Connect Limited is authorised and regulated by the Financial Services Authority. All Insurers are authorised and regulated by the Financial Services Authority. The Financial Services Authority can be visited at www.fsa.gov.uk/register or the Financial Services Authority can be contacted on 0845 606 1234.

How to identify your cover

COMPREHENSIVE

If **Your Schedule** says that **You** have Comprehensive cover - then all parts of this document apply.

THIRD PARTY FIRE & THEFT

If **Your Schedule** says that **You** have Third Party Fire and Theft cover - then Parts 3, 5, 6 & 7 of this document do not apply.

You must make sure **You** have the cover **You** need under this insurance. Please read it carefully and contact the **Administrator** immediately if there is anything **You** do not understand or agree with.

Statement of Demands and Needs

This product meets the demands and needs of those who wish to ensure that in the event of being involved in a motor accident, claims against them by third parties for personal injury or damage to property during the policy terms will be met. Cover may be extended to include, fire, theft and accidental damage to the insured vehicle.

The decision to take this product is entirely the customer's and therefore **We** cannot offer **You** a personal opinion or recommendation to take it.

3

Contents

Part 1: Legal Liability to Third Parties

Part 1: Towing

Part 2: **Your Vehicle** - Fire, Theft or

Attempted Theft

Part 2: Fire, Theft or Attempted Theft

Excess

Part 3: **Your Vehicle** - Accidental

Damage

Part 3: Accidental Damage

Excesses

Part 4: What do **We** Pay?

Part 5: **Your Vehicle** - Breakage of

Glass

Part 6: Personal Accident

Part 7: Medical Expenses

Part 8: Territorial Limits & Green Cards

Part 9: Making a Claim

Part 10: Legal Protection

Part 11: No Claim Discount

Part 12: Conditions

Part 13: Exceptions

Part 14: Complaints Procedure

Part 15: Optional Motor Legal Protection

Your Questions Answered

PART 1

Legal Liability to Third Parties

WHAT IS COVERED

This policy covers **You** for all sums **You** become legally liable to pay for death of or injury to any other person and damage to any other person's property as a result of an accident involving **Your Vehicle** detailed in the current **Certificate of Motor Insurance** and **Schedule**.

This cover also applies whilst a **Trailer** or disabled mechanically propelled vehicle is attached to **Your Vehicle**. Note that there is no cover for loss of or damage to that **Trailer** or disabled mechanically propelled vehicle unless the **Trailer** is specified in the **Schedule**.

4 **We** will (with **Your** approval) also give this cover to:

- any driver covered by **Your Certificate of Motor Insurance** and **Schedule** who is driving **Your Vehicle** with **Your** permission and has not been excluded by an endorsement, exception or condition;
- any person travelling in or on, or getting into or out of **Your Vehicle** as long as you advise us to in writing;
- any person using, but not driving, **Your Vehicle** with **Your** permission for social, domestic or pleasure purposes;
- **Your** employer or business partner, or that of **Your** spouse (subject to the individual Insurer), but not if the vehicle which gives rise to the liability is owned by or hired to that employer or partner, unless it is the vehicle specified in the **Schedule**

and **Certificate of Motor Insurance**;

- the legal, personal representative of any person who has died, but who was covered under this part of the insurance document.

We will also pay the following expenses where **You** have **Our** written permission to claim:

- solicitors' fees if anyone **We** insure is represented at a coroner's inquest or fatal accident inquiry or is defending any proceedings in a high court or above; or
- legal services to defend anyone **We** insure in the event of proceedings being taken for manslaughter, careless or dangerous driving causing death;
- other costs incurred with **Our** prior written approval.

We will only pay these legal costs if they relate to an incident that is covered under part 1 of this policy.

We will pay for emergency treatment charges set out in the Road Traffic Acts. If this is the only payment **We** make, it will not affect **Your** no claim discount.

Third Party Property Damage Limit

Payment for damage to property shall be limited to £1,000,000 (or such greater sum as may be required by the compulsory motor insurance legislation in the country in which the insured event occurs) in respect of any one accident or series of accidents arising out of one event. This payment is limited to £250,000 while **Your Vehicle** is carrying any **Hazardous Goods**.

WHAT IS NOT COVERED

We will not give cover:

- to anyone driving **Your Vehicle** who has never held a licence to drive it or who is disqualified from holding or obtaining such a licence;
- to anyone who is not driving **Your Vehicle** if that person knows that the driver has never held a licence to drive it or is disqualified from holding or obtaining such a licence;
- to any person other than **You** (subject to the individual Insurer) who is entitled to cover under any other policy;
- to anyone who fails to comply with all of the terms and conditions of this insurance insofar as they may apply;
- for death of or injury to any person arising out of and in the course of that person's employment by the person claiming under this part of the insurance except where such liability is required to be covered by the Road Traffic Acts;
- for damage, loss of use, or other loss to any vehicle which is covered by this part of the policy or any property which **You** or anyone else driving **Your Vehicle** owns or is responsible for, or any **Trailer**, caravan, or vehicle (or the contents thereof) while being towed by or attached to **Your Vehicle**;
- any contents of **Your Vehicle** including tools, samples, stock and other property belonging to or held in trust by the person claiming other than spares and accessories of **Your Vehicle**.
- death, injury or damage caused or arising beyond the limits of any

carriageway or throughfare in connection with

- (i) the bringing of the load to **Your Vehicle** for loading thereon or
- (ii) the taking away of the load from **Your Vehicle** after unloading there by any person other than the driver or attendant of **Your Vehicle**.

PART 2

Your Vehicle - Fire, Theft or Attempted Theft

WHAT IS COVERED

We will pay for loss of or damage to **Your Vehicle** not exceeding its **Market Value**, and its accessories and spare parts while they are fixed to or in it or on it or in **Your** private garage (subject to the individual Insurer), caused by fire, theft, or attempted theft.

Loss of or damage to **Your Vehicle** under this part of this insurance is covered whilst **Your Vehicle** is with a member of the motor trade for its upkeep, overhaul or repair.

If **Your Vehicle** is undrivable as the result of damage covered by this part of the policy **We** will pay the reasonable cost of taking it from the scene of the incident to the nearest competent repairer. After repairs **We** will pay the reasonable cost of delivering it to **Your** address in the **United Kingdom**.

We will pay up to £150 for loss of or damage to audio or radio equipment, after taking off **Your** £100 **Excess**. If this equipment forms part of the original vehicle specification and was fitted by the

manufacturer or the manufacturer's approved dealer, the amount of cover is unlimited after taking off **Your** £100 **Excess**.

WHAT IS NOT COVERED

We will not pay for any of the following:

- the first £100 of every claim made under this part of the policy unless at the time of the loss or damage **Your Vehicle** was in a locked garage which has been subjected to forcible and violent entry or exit;
- loss of value, wear and tear, or mechanical, electrical, electronic or computer failure or breakdown;
- loss of use of **Your Vehicle**;
- loss of or damage to **Your Vehicle** caused by theft or attempted theft unless reported to the police and a crime reference has been received;
- loss of or damage to **Your Vehicle** by theft or attempted theft while no one is in **Your Vehicle** unless all doors are locked and all windows (where possible) and other openings are closed and/or locked, the vehicle's keys and any other door or ignition locking devices such as electronic key fobs or cards are removed, and the vehicle's electronic or mechanical security devices are activated;
- loss of or damage caused by theft or attempted theft if the security system fitted to **Your Vehicle** at the time of the loss was not activated and working properly. All keys used to activate/deactivate the alarm/immobiliser fitted to **Your Vehicle** must be submitted to your insurer with the claim form;

- theft, or attempted theft, that involves obtaining **Your Vehicle** by deception;
- any reduction in the value of **Your Vehicle** as a result of it having been repaired;
- any amount over the last known list price of any part of accessory, plus the reasonable cost of fitting the part or accessory, if the vehicle manufacturer or its agent cannot supply it from stock held in the UK.
- confiscation or requisition or destruction by or under order of any Government or Public or Local Authority.
- loss of or damage to **Your Vehicle** as a result of legal possession.

PART 3

Your Vehicle - Accidental Damage

WHAT IS COVERED

We will pay for accidental damage to **Your Vehicle** not exceeding its **Market Value** and its accessories and spare parts while they are fixed to it or in it or in **Your** private garage (subject to the individual Insurer) which is not caused by fire, theft or attempted theft.

Loss of or damage to **Your Vehicle** under this part of this insurance is covered whilst **Your Vehicle** is with a member of the motor trade for its upkeep, overhaul or repair.

If **Your Vehicle** is undrivable as the result of damage covered by this part of the insurance **We** will pay the reasonable cost of taking it

from the scene of the incident to the nearest competent repairer. After repairs **We** will pay the reasonable cost of delivering it to **Your** address in the **United Kingdom**.

We will pay up to £150 for loss of or damage to audio or radio equipment, after taking off **Your** £100 **Excess**. If this equipment forms part of the original vehicle specification and was fitted by the manufacturer or the manufacturer's approved dealer, the amount of cover is unlimited after taking off **Your** £100 **Excess**.

WHAT IS NOT COVERED

We will not pay for any of the following:

- **Compulsory Excess**

If **Your Vehicle** is being driven by, or in the charge of, any one of the following, **You** will be responsible for the first part of any accidental damage claim. These **Excesses** are in addition to any shown on **Your Schedule**.

- a driver under 21 years of age - £250.
- a driver aged 21-24 years of age - £150.
- a driver aged 25 or over who holds a provisional licence to drive the vehicle or who has held a full **UK/EU** licence for less than one year at the time of the incident - £150.

We will ask **You** to pay other **Excesses** if they are shown on **Your Schedule**.

- loss of value, wear and tear, mechanical, electrical, electronic or computer failure or breakdown;
- loss of use of **Your Vehicle**;
- damage to tyres by braking, punctures, cuts or bursts unless part of an accident or claim;
- any reduction in the value of **Your Vehicle** as a result of it having been repaired;
- loss of or damage to **Your Vehicle** as a result of legal repossession;
- any extra cost caused by the parts or replacements not being available in the **United Kingdom**;
- confiscation or requisition or destruction by or under order of any Government or Public or Local Authority.

PART 4 & 5

What do We Pay & Your Vehicle - Breakage of Glass

(PART 4)

What do We Pay?

At **Our** choice **We** will pay:

- the cost of repairing **Your Vehicle**; or
- the cost of replacing **Your Vehicle**; or
- the amount of the loss of or damage to **Your Vehicle**.

If **Your Vehicle** is under a hire purchase or leasing agreement, **We** will pay the owner named in the agreement. When **We** have done this **Our** responsibility under the **Contract** will end.

We will not pay more than the manufacturer's list price for any part or accessory (plus the reasonable cost of fitting).

If **We** settle the claim as a total loss, **We** can keep what is left of **Your Vehicle** (the salvage).

(PART 5)

Your Vehicle - Breakage of Glass

WHAT IS COVERED

If breakage of glass in windscreen, glass sunroof (subject to the individual Insurer) and windows is covered by **Your** policy **We** will also pay for damage to the paintwork of **Your Vehicle** caused by broken glass. If no other damage has happened, the claim will not affect **Your** no claim discount.

Glass replacement/repair

Tel: 0844 561 1733

If our approved glass repairer replace the glass, cover is unlimited and **You** pay only the **Excess**.

If our approved glass repairer repair the glass, cover is unlimited and **You** do not have to pay any **Excess**.

WHAT IS NOT COVERED

We will not pay:

- the first £50 of any claim for replacing windows or windscreens;
- more than £150, after taking off **Your** £50 **Excess**, if the windows, glass sunroof or windscreens are replaced by any company other than our approved glass repairer.

PART 6 & 7

Personal Accident and Medical Expenses

(PART 6)

Personal Accident

WHAT IS COVERED

We will pay £5,000 if **You**, or **Your** Civil Partner, or both of **You** are injured as a result of an accident during the **Period of Insurance**, while **You** are travelling in or getting into or out of any motor vehicle, and the accident results within three months in:

- death; or
- loss of any limb; or
- permanent loss of all sight in one or both eyes.

The most **We** will pay for any one person is £5,000. **We** will only pay **You** under one **Contract** in any one **Period of Insurance**.

We will also pay £2,500 in respect of any other person who dies as the direct result of an accident while travelling in or getting into or out of **Your Vehicle**. (subject to the individual Insurer)

WHAT IS NOT COVERED

- Anyone who is under the age of 16 or over the age of 75.
- Death or injury caused by suicide or attempted suicide.
- Anyone who is under the influence of alcohol or drugs at the time of the accident.

(PART 7)

Medical Expenses

If there is an accident and anybody in **Your Vehicle** is injured, **We** will pay medical expenses of up to £200 for each person injured. If this is the only payment **We** make it will not affect **Your** no claim discount (subject to the individual Insurer).

PART 8

Territorial Limits and Green Cards

Where your cover applies

The cover shown on the **Schedule** to this policy applies throughout the **United Kingdom** and when **Your Vehicle** is in transit within the **United Kingdom** or between ports in the **United Kingdom**.

In addition this policy gives the minimum cover required by law to use **Your Vehicle** in:

- any country which is a member of the European Union; Andorra requires a green card.
- any other country which the Commission of the European Union (EU) approves as meeting the requirements of Article 7(2) of the European Union Directive on Insurance and Civil Liabilities arising from the use of motor vehicles (No.72/166/CEE).

Travelling abroad - what to do

If **You** are going to use **Your Vehicle** abroad and want **Your** full policy cover, contact the **Administrator** to confirm the dates **You** will be travelling and the countries **You** will be visiting.

If **You** intend to tow a caravan or other **Trailer** please have details to hand as they may need to be shown on the Green Card that **We** may need to issue.

When **We** send **You** a Green Card **We** will extend **Your** policy cover for foreign travel for up to 30 days in any one **Period of Insurance**.

We will make an administrative charge for each Green Card or confirmation that the policy cover has been extended.

We will also provide cover while **Your Vehicle** is being transported by rail, air (subject to the individual Insurer), inland waterway, the Channel Tunnel or by a recognised sea route to any country where

this insurance operates, and the journey time does not normally exceed 65 hours.

If **Your Vehicle** becomes undrivable as a result of loss or damage covered by this policy **We** will also pay the reasonable cost of delivering it to **Your** address in the **United Kingdom**.

We will also pay customs duty if **Your Vehicle** is damaged and **We** decide not to return it to this country after **You** make a claim on **Your Contract**.

PART 9 & 10

Making a Claim and Motor Legal Protection

10

(PART 9)

Making a Claim

If **You** need to make a claim, phone the Customer Claim Line telephone number shown on the back cover of this policy.

Four important points to help You after an accident:

- make a note of the registration number of any vehicles involved, and any witnesses;
- do not admit responsibility;
- ask for the names, addresses and telephone numbers of all people involved and details of any property damaged;
- if anyone other than **You** is injured in the accident, **You** must show **Your Certificate of Motor Insurance** to

the police. If **You** cannot do this at the time of the accident, take it to the police as soon as possible or within 24 hours.

PART 11

No Claim Discount

If nobody has made a claim against this insurance during the current insurance year, **We** will give **You** a discount according to the current scale at the time of renewal of **Your** insurance.

If **We** make a payment that **You** cannot get back from another person, **We** will reduce **Your** no claim discount even if **You** were not to blame. No claim discount will be reduced in accordance with the **Insurer** scale applicable at such time and shown on the **Schedule**.

Your no claim discount will not be affected in the following circumstances:

- if **You** only claim for a broken windscreen or windows;
- if **We** only have to pay an emergency medical treatment fee;
- if **You** only claim for medical expenses.

You cannot transfer **Your** no claim discount to someone else.

If more than one vehicle is insured under this document, **We** will treat each vehicle separately for the purpose of **Your** no claim discount.

Protected no claim discount

Please see **Your Schedule**.

PART 12

Conditions

labelling Cancellling Your Policy

If **You** wish to cancel this policy within 14 days of receipt of the policy documents **You** may do so by writing to the **Administrator** and returning **Your Certificate of Motor Insurance**.

Where this happens **You** will receive a proportionate refund of the premium paid for the unexpired portion of the period of cover less any agreed charges detailed in the terms of business, unless a total loss claim has been made and then the premium in full must be paid.

After 14 days of receipt of **Your** policy documents **You** may cancel this policy by writing to or calling the **Administrator** and returning **Your Certificate of Motor Insurance**.

Where this happens **You** will receive a proportionate refund of the premium paid for the unexpired portion of the period of cover less any administration charge if:

- **You** have returned the **Certificate of Motor Insurance**; and
- **You** have paid the premium in full; and
- A claim has not been made during the current **Period of Insurance**.

If **Your** insurance is cancelled following a total loss of **Your Vehicle**, and the premium is being paid by instalments, **We** may deduct the outstanding balance (including interest charges) from the claim payment.

If payment is made to the owner of the vehicle **We** will collect separately from **You** the outstanding monies.

The **Administrator** or **We** may cancel **Your** policy by giving **You** 7 days' notice by letter to **Your** last known address. A proportionate refund of any premium paid (less an administration fee) will be allowed providing:

- **You** have not claimed in the current **Period of Insurance**; and
- **You** have paid the premium in full; and
- **You** have returned the **Certificate of Motor Insurance**.

If **You** or **We** cancel this policy at any time and you have made a claim where no recovery occurred during the current **Period of Insurance** and the premium is being paid by instalments, the outstanding balance including interest charges will become payable by **You**.

If you miss a Premium

If you are paying Your premium by monthly instalments on direct debit we reserve the right to apply a charge for unsuccessful collection of a monthly installment. Please refer to the Administrator's Terms of Business and Important Details.

Claims Procedure

You must:

- notify **Us** of any accident and provide **Us** with full details as soon as possible;

- send **Us** any correspondence **You** receive (including any writ or summons) without delay and unanswered;
- tell **Us** about any future prosecution, coroner's inquest or fatal accident inquiry involving anyone covered by this insurance;
- not admit responsibility or make any offer or promise without **Our** written permission;
- co-operate fully with **Us** on all matters concerning the handling and settlement of any claim.

We will take over and defend or settle any claim or take proceedings at **Our** own expense and for **Our** own benefit to recover any payment **We** have made under this insurance.

12

Arbitration

If a claim has been accepted but there is disagreement over the amount to be paid, **We** may refer the matter to an arbitrator in accordance with statutory provisions. The arbitrator must decide on the amount before **You** can start legal action against **Us**.

Right of recovery

The law of any country in which this **Contract** applies may make **Us** pay amounts which are not covered by this **Contract**. **You** or the person responsible must refund these amounts.

Law applicable to the Contract

You and **We** are free to choose the law applicable to this **Contract** but in the absence of agreement to the contrary the law of the country in which **You** are resident at the time of the **Contract** will apply. If **You** are not resident in **United Kingdom**, the law which will apply will be the law of England and Wales.

Other insurance

If **You** have other insurance which would cover a claim made under this **Contract**, **We** will only pay **Our** share of the claim. This does not apply to Personal Accident under Part 6 of this insurance.

Looking after Your Vehicle

You must take all reasonable precautions to:

- prevent injury, loss or damage; and
- keep **Your Vehicle** in a roadworthy condition;

When left unattended all doors must be locked and windows and other openings must be closed and/or locked, the vehicle's keys and any other door or ignition locking devices such as electronic key fobs or cards must be removed, and the vehicle's electronic or mechanical security devices must be activated.

If **You** do not do this, **We** may not pay a claim.

Provisional licence

When **Your Vehicle** is being driven by a provisional licenceholder they must meet all the conditions of the licence.

Changes to your details

You must tell the **Administrator** immediately if there are any material changes during the **Period of Insurance** which might affect **Your** insurance.

These include:

- **Your** job (including details of any part-time occupation);
- **Your** address or the address where **You** keep **Your Vehicle**;
- what **You** use **Your Vehicle** for;
- any modifications to **Your Vehicle**.

This is not an exhaustive list and if **You** are in any doubt, please contact the **Administrator**.

A charge for any change to **Your Contract** will be made.

Changing Your Vehicle

If **You** replace **Your Vehicle** or get an additional vehicle **You** must tell the **Administrator** immediately because the only vehicle covered by this policy is the one **You** told **Us** about and **We** accepted and show in **Your** current **Schedule**.

Governing law

We will not be liable for any proceedings or judgement made in any court outside the **United Kingdom**, unless the judgement comes from a court of a foreign country to which **We** have agreed to extend cover.

Vehicle sharing

This **Contract** covers **You** using **Your Vehicle** for carrying passengers and receiving money for social or similar purposes as long as:

- the vehicle does not carry more than the permitted number of persons for the vehicle to operate safely; and
- the passengers are not being carried as part of a business; and
- **You** do not make a profit from the total amount paid for the journey.

Keeping to the terms of this policy

We will only give cover under this policy of insurance if:

- any person claiming under it has met all the conditions in the **Contract** in so far as they can apply; and
- the information given and the declaration accepted on the **Proposal Form** or **Statement of Insurance** are complete and correct to the best of **Your** knowledge and belief.

PART 13

Exceptions

This insurance does not cover:

- Any injury, loss or damage occurring while **Your Vehicle** is being:
 - a) driven by any person or used for any purpose not allowed by the **Certificate of Motor Insurance**;
 - b) driven by **You**, unless **You** hold a licence or have held a licence and are not disqualified from holding or obtaining one (unless they do not need a licence by law);
 - c) driven with **Your** consent by anyone who **You** know does not hold a licence to drive **Your Vehicle** unless they have held a licence and they are not disqualified from holding or obtaining one (unless they do not need a licence by law).
- Any accident, injury, loss or liability arising from:
 - a) **Trailers** detached from **Your Vehicle**;
 - b) if **Your Vehicle** is drawing a greater number of **Trailers** than is permitted by law;
 - c) use of any plant or equipment attached to the **Trailer** unless we are required to by the Road Traffic Acts;
 - d) any property carried in or on any **Trailer**.
- Loss of damage to **Your Vehicle** caused directly by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speeds.
- Any loss or damage caused by:
 - a) earthquake;
 - b) riot and civil commotion happening outside of the **United Kingdom**;
- Any liability that **You** have agreed to accept unless **You** would have had that liability anyway.
- Any consequence of war, invasion, act of foreign enemy, hostilities (whether war is or is not declared), civil war, rebellion, revolution, insurrection or military or usurped power, other than as required by the Road Traffic Acts.
- Any loss or destruction of or damage to any property or any resulting loss or expense and or any legal liability, directly or indirectly caused by or contributed to by or arising from:
 - a) ionising radiations or contamination by radioactivity from irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of it.
- Any accident, injury, loss or liability of any kind arising from the use of any vehicle in or on any part of an aerodrome or airport, airfield or establishment provided for the take-off and landing of aircraft or the movement

of aircraft on the surface; aircraft parking aprons including the associated surface road and ground equipment parking areas, or those parts of passenger terminals of an international airport which come within the Customs examination area. These excluded areas do not include public vehicle parking areas or access roads leading to them which are open to public use.

- Any claim for pollution or contamination, unless it is caused by a sudden, identifiable event which was unintended and unexpected and happened at one specific time and place. **We** will not pay more than £1,000,000 for one pollution or contamination event unless required to meet any legal requirement of compulsory insurance.
- discharging substances or leaks caused by the failure to maintain or repair **your vehicle**.
- Terrorism Exclusion - please see your current **Schedule**.

Fraudulent claims

You must not act in a fraudulent manner. If **You** or anyone acting for **You**:

- 1 make a claim under the policy knowing the claim to be false or fraudulently exaggerated in any respect; or
- 2 make a statement in support of a claim knowing the statement to be false in any respect; or
- 3 submit a document in support of a claim knowing the document to be forged or false in any respect; or
- 4 make a claim in respect of any loss or damage caused by **Your** wilful act or with **Your** connivance;

then:

 - 1 **We** shall not pay the claim;
 - 2 **We** shall not pay any other claim which has been or will be made under the policy;
 - 3 **We** may at **Our** option declare the claim void;
 - 4 **We** shall be entitled to recover from **You** the amount of any claim already paid under the policy since the last renewal date;
 - 5 **We** shall not make any return of premium;
 - 6 **We** may inform the police of the circumstances.

PART 14

Complaints Procedure

We are proud of **Our** reputation for fairness in the way **We** deal with **Our** policyholders. However, occasionally disputes or misunderstandings can happen. If **You** have any enquiry or complaint about **Us** or **Your** policy or a claim made under it, **You** should first phone **Customer Services** on the telephone number shown on the back cover of this policy.

or write to

The Quality Manager
BDML Connect Limited
The Connect Centre
Kingston Crescent
Portsmouth
Hampshire
PO2 8QL

email: complaints@bdml.co.uk

Details of **Your** policy and the policy or claim number along with your name and address will help **Us** to deal quickly with **Your** enquiry.

If the **Administrator** is unable to resolve the matter or if **Your** complaint is against **Your** Insurer **You** may write to **The Insurer** identified in **Your** current **Policy Schedule** and **Certificate of Motor Insurance**. If **The Insurer** is a Lloyd's syndicate **You** can write to:

Policyholder & Market Assistance
Department
Lloyd's
One Lime Street
London EC3M 7HA

email: complaints@lloyds.com
Tel: 0207 327 5693
Fax: 0207 327 5225

If **We** or the **Insurer** have given **You** a final response and **You** remain dissatisfied **You** may refer **Your** case to the Financial Ombudsman Service (FOS).

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

Tel: 0845 080 1800

Please note that **You** have six months from the date of the final response in which to refer **Your** complaint to the FOS. Referral to FOS will not affect **Your** right to take legal action against **Us** or the **Insurer**.

The Financial Services Compensation Scheme

The Administrators and the **Insurer** are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **we** cannot meet **our** obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 100% of the first £2000 and 90% of the remainder of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim without any upper limit. Further information about compensation scheme arrangements are available from the FSCS on www.fscs.org.uk.

PART 1.5

Optional Motor Legal Protection

Welcome to the benefits of Motor Legal Protection.

Cover under this section of the policy is administered and underwritten by Ultimate Insurance Solutions Limited on behalf of certain underwriters at Lloyd's.

Ultimate Insurance Solutions Limited is a Lloyd's Coverholder who have been granted authority to accept insurance and make claims payments on behalf of certain Lloyd's syndicates.

In the event of a claim Ultimate Insurance Solutions Limited will appoint Roythorne & Company Solicitors or their agents to handle your claim. You are not covered for any other professional advisors fees unless Court Proceedings are issued.

Statement of Demands and Needs

This section of the policy meets the demands and needs of those who wish to ensure that their **Legal Costs** are insured in either defending a motoring prosecution against them or pursuing a claim for **Uninsured Losses** against another person who has caused them to suffer such losses as a result of an **Insured Event** occurring within the **Period of Insurance**.

Note: This cover only applies whilst your motor insurance (arranged by the Administrator) remains in force.

Definitions

The following definitions apply only to this section of the policy.

Insured/ You

The **Insured** and any person stated on the current Certificate of Insurance and authorised by the **Member** to drive or to be a passenger in or on the **Insured Vehicle**.

Insured Event

An event causing loss or damage to an **Insured Vehicle** or injury to an **Insured** person whilst such a person is in, on, mounting or dismounting from the **Insured Vehicle** which takes place within the **Territorial Limits** other than events caused by mechanical failure of the vehicle during the **Period of Insurance**.

Insured Vehicle

A vehicle owned by the **Member** and specified under your Certificate of Insurance issued in conjunction with this policy.

Legal Costs

The reasonable and properly incurred fees, expenses, costs and disbursements by or on behalf of the **Insured** and authorised by **Us** in pursuing or defending a claim under this section of the policy; and

The costs of a third party for which the **Insured** is either held liable by court order or are agreed by **Us** and which are incurred in connection with **Legal Proceedings** covered under this section of the policy.

PART 15 *continued*

Legal Proceedings

The pursuit of a claim for damages either by negotiation or by civil, tribunal or arbitration proceedings within a court in the **Territory**, in respect of a matter covered under this policy;

and the defence of a motoring prosecution within a court of criminal jurisdiction in the **Territory**.

Legal Representative

The solicitors or other qualified experts appointed by **Us** to act for the **Insured** in accordance with condition 2 of this section of the policy provided that such solicitors or experts satisfy the following conditions:

- they agree to fund all disbursements and not to claim for the same until the end of the case; and
- they agree not to submit any claim for **Legal Costs** until the end of the case and to try and recover all **Legal Costs** from the other party in the action; and
- they agree to report in writing to **UIS** on any substantive development in the progress of the case.

Limit of Cover

The maximum amount in respect of the pursuit of **Uninsured Losses** - £50,000; and

The maximum amount in respect of the defence of motoring prosecutions - £5,000.

There is no limit on the number of claims made in the **Period of Insurance**.

Member

The person named as the policyholder on the Certificate of Motor Insurance which relates to this policy.

Period of Insurance

The dates shown on your current Certificate of Motor Insurance and Schedule provided the full Motor Legal Protection premium has been paid.

Road Traffic Accident

A traffic accident in the **Territory** involving the **Motor Vehicle** occurring during the **Period of Insurance** on a public highway or on a private road or other public place for which the **Insured** is not at fault and for which another party is at fault.

Territory/ Territorial Limits

In the case of assistance in the recovery of **Uninsured Losses** and legal defence - the United Kingdom, Eire or mainland Europe west of the Urals;

and In the case of replacement vehicle assistance - the United Kingdom, meaning England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

Uninsured Losses

Loss arising out of a **Road Traffic Accident** where the said loss is not otherwise covered by insurance and either damage occurs to the **Insured Vehicle** or any personal effects owned by the **Insured** whilst such property is in or on the **Insured Vehicle** or the **Insured** suffers death or bodily injury whilst in or getting into or out of the **Insured Vehicle**.

UIS/We/Us/Our

Ultimate Insurance Solutions Limited acting on behalf of certain underwriters at Lloyd's, One Lime Street, London EC3M 7HA, United Kingdom.

Each underwriter is only liable for their share of the risk and not for each others share. You may ask for the names of the underwriters and the share of the risk each has taken on.

PART 15 *continued*

Ultimate Insurance Solutions Limited (no.311368) and the Society of Lloyd's (no.202761) are authorised and regulated by the Financial Services Authority and appear in their register. They are both members of the Financial Services Compensation Scheme.

How to notify a claim

You should call the customer claimline telephone number shown on the back cover of this policy at **UIS** with details of your claim.

This facility is intended to simplify and speed up the management and processing of your claim. **UIS** must be notified of the incident within 180 days of it occurring.

What is Covered

- 1 **UIS** will indemnify the **Insured** up to the **Limit of Cover** against the **Legal Costs of Legal Proceedings** incurred in connection with:
 - a the pursuit of a claim for **Uninsured Losses** directly arising from a **Road Traffic Accident**; and/or
 - b the defence of a motoring prosecution brought against the **Insured** in connection with criminal proceedings following an **Insured Event** involving the **Insured Vehicle**. Pleas in mitigation will be supported by **UIS** at their sole discretion and only where on conviction the **Insured** would be disqualified or suspended from driving.
- 2 **UIS** may, at their sole discretion and subject to the duty of the **Insured** to mitigate loss, facilitate the **Insured** in hiring a replacement vehicle for the

period that the **Insured Vehicle** is immobilised as a result of a **Road Traffic Accident** and/or whilst it is being repaired. **You** must comply with the terms and conditions of the Hire Company selected by **UIS**. The make and model of the replacement vehicle may vary from the **Insured Vehicle**.

- 3 **UIS** will provide a 24 hour Legal Helpline providing expert advice to the **Member** on any personal, civil or criminal legal matter.

Telephone: 01775 724141 between 9 am and 5 pm Monday to Friday. Answerphone service available outside of these hours.

- 4 Authorised Vehicle Repair - **UIS** provide repairs to a vehicle involved in a non-fault **Road Traffic Accident**, where in their opinion or their appointed solicitor, a full recovery can be made from the negligent party.

What is Not Covered

- a **Legal Costs** and expenses incurred without **Our** prior consent.
- b **Legal Costs** and expenses where there is no reasonable prospect of success.
- c Claims reported to **UIS** more than 180 days after the date of the incident giving rise to the claim.
- d Claims where the **Insured** fails to co-operate and/or reply to any correspondence connected with the claim.

PART 15 *continued*

- e Claims directly or indirectly caused by, contributed to or arising from the malfunction or failure of any software, stored program, computer, device or system wholly or partly caused by or attributable to a date-based event whether occurring before, during or after the year 2000.
- f Costs incurred following a payment into court by a third party unless **We** have authorised the **Insured** in writing to continue with the claim after the payment into court of the **Insured** is ultimately awarded or settles for more than the amount of the payment in.
- g Costs incurred if the **Insured** withdraws instructions from the **Legal Representative** or from the **Legal Proceedings** unless such withdrawal is approved by **UIS**.
- h The costs or expenses of any expert witnesses unless previously agreed by **UIS**.
- i Where the **Insured** is responsible for unreasonable delay which is prejudicial to the claim or where the **Insured** fails to give proper instructions in due time to **UIS** or the **Legal Representative**.
- j Where the **Insured** pursues a claim without the consent of **UIS** or in a different manner from that advised by the **Legal Representative**.
- k **UIS** will not indemnify the **Insured** in any case where the likely **Legal Costs** exceed the value of the claim or the probable benefit to the **Insured**.
- l Claims against **Us** or any company or subsidiary of **UIS** or claims by the **Insured** against any other person covered under this policy.
- m Claims relating to matters for which the **Insured** would, but for the existence of this policy, be entitled to indemnity under any other policy.
- n Claims directly, or indirectly, caused by, contributed to or arising from:
 - prosecutions which allege dishonesty or violence or which arise from drink or drugs related offences or parking offences;
 - any deliberate illegal act or omission of the **Insured** or any act which is false or fraudulent in any way;
 - faults in the **Insured Vehicle** or faulty, incomplete or incorrect service, maintenance or repair of the **Insured Vehicle**;
 - a **Road Traffic Accident** occurring during a race, rally or competition.
- o Claims for travelling expenses, subsistence allowances or compensation for absence from work.
- p Applications for Judicial Review.
- q **Legal Costs**, fines or other penalties which a court of criminal jurisdiction orders the **Insured** to pay.

Motor Legal Protection - Conditions

- 1 **UIS** will be entitled to the full conduct and control of any claim or **Legal Proceedings**.

UIS will be entitled to appoint a **Legal Representative** where they regard it as necessary.

An **Insured** person may choose an alternative **Legal Representative** only where:

- a **We** decide to commence **Legal Proceedings** or;
- b There is a conflict of interest.

Any dispute as to the choice of **Legal Representative** or the handling of the claim will be referred to an independent arbitrator who will normally be the President of the Law Society.

An **Insured** person must not settle a claim without **Our** agreement.

- 2 On receipt of a claim under this section of the policy **UIS** will evaluate the claim, advise on the steps the **Insured** should take to pursue the claim and, where appropriate, appoint a **Legal Representative** from its approved panel to pursue the claim by negotiation.

In the event that the claim is not settled by negotiation and proceedings are necessarily issued, the **Insured** does not have to continue to instruct the **Legal Representative** nominated by **UIS**

and may propose another **Legal Representative**.

If **UIS** and the **Insured** are unable to agree on a suitable **Legal Representative**, **UIS** will ask the Law Society to name a further **Legal Representative**. **UIS** and the **Insured** must accept the Law Society's nomination. In the meantime, **UIS** may appoint a **Legal Representative** to act on behalf of the **Insured** to safeguard his or her interests.

- 3 During the course of the claim the **Insured** must:
- a co-operate at all times in the completion of any necessary documentation or provision of information requested either by **UIS** or by the **Legal Representative**;
 - b not do anything which may prejudice his or her case or **UIS's** position in respect of the claim;
 - c take all available steps to recover the **Legal Costs** in the **Legal Proceedings**;
 - d notify **UIS** of any settlement offer made before accepting it.
- 4 During the course of the claim, **UIS** will have the right of direct access to the **Legal Representative**.
- 5 **UIS** have the right to cancel this section of the policy at any time by sending the **Member** seven days' written notice of such cancellation. Any such cancellation shall not prejudice any claims under this section of the policy occurring before the date of cancellation.

The **Member** has the legal right to cancel this policy within the first 14

days following receipt of the full policy documentation. When this happens a full refund will be given.

If the **Member** wants to cancel at any other time they may do so by writing to the administrator of the policy. If the policy is cancelled a proportionate refund will be given.

- 6 **UIS** shall not provide cover under this section of the policy if the **Insured** makes a false declaration when they apply for cover.
- 7 The **Insured** shall take all reasonable steps to prevent any occurrence which may give rise to a claim under this section of the policy.
- 8 The **Insured** shall take all reasonable steps to mitigate the losses that flow from a **Road Traffic Accident**.
- 9 The **Insured** shall forward any accounts for **Legal Costs** as soon as they are received and, if required to do so by **UIS**, shall have such **Legal Costs** taxed, assessed or audited by the appropriate court of authority.
- 10 **UIS** may take over and conduct the claim and may, subject to the interest of the **Insured**, settle the claim in his or her name.
- 11 Every written notice or communication by **UIS** shall be sent to the **Insured** at the last address known to **UIS**.

Complaints Procedure

We are proud of **Our** reputation for fairness in the way **We** deal with **Our** policyholders. However, occasionally disputes or misunderstandings can happen. If **You** have any enquiry or complaint about **Us** or **Your** policy or a claim made under it, **You** should first phone **Customer Services** on the telephone number shown on the back cover of this policy.

or write to

The Quality Manager
Ultimate Insurance Solutions
Floor 5
The Connect Centre
Kingston Crescent
Portsmouth
Hampshire
PO2 8QL

email: complaints@bdml.co.uk

Details of **Your** policy and the policy or claim number along with your name and address will help **Us** to deal quickly with **Your** enquiry.

If **We** are unable to resolve the matter **You** can write to:

Policyholder & Market Assistance
Department
Lloyd's
One Lime Street
London
EC3M 7HA

email: complaints@lloyds.com
Tel: 0207 327 5693
Fax: 0207 327 5225

If **We** have given **You** a final response and **You** remain dissatisfied **You** may refer **Your** case to the Financial Ombudsman Service (FOS).

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

Tel: 0845 080 1800

Please note that **You** have six months from the date of the final response in which to refer **Your** complaint to the FOS. Referral to FOS will not affect **Your** right to take legal action against **Us** or the **Insurer**.

Calls may be monitored or recorded for your added protection and security.

Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if

We cannot meet our obligations.

This depends on the type of business and the circumstances of the claim.

Insurance advising and arranging is covered for 100% of the first £2000 and 90% of the remainder of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim without any upper limit. Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme website at www.fscs.org.uk.

Your Questions Answered

I am at the scene of the accident - what do I do?

- a) *Note the registration number of the other vehicle(s) involved.*
- b) *Ask the names, addresses and telephone numbers of the other people involved and any witnesses. Also ask for the name, address and policy number of the other party's insurer.*
- c) *Make a sketch plan of the scene of the accident and make a note of the road name, and the address of any property that has been damaged.*
- d) *Do not admit responsibility or sign any statement to this effect. It is appreciated that due to the circumstances of the incident this may cause offence to the other party involved. **Your** best response is to state that **Your** insurance policy prohibits **You** from admitting liability without **Your** Insurer's written agreement.*
- e) *If the accident results in damage to another vehicle, an animal or other property, to comply with the Law **You** must stop and give **Your** name and address, and registration particulars of the vehicle (along with the owner's name and address, if different) to anybody requiring the information.*
- f) *If anyone other than yourself is injured **You** must show **Your Certificate of Motor Insurance** to the police or to any other person reasonably asking. If*

Your Questions Answered *continued*

You cannot do this at the time of the accident, report the accident to the Police as soon as possible and, in any case, within 24 hours.

- g) If **You** have caused damage to another vehicle or property, **You** must also show **Your Certificate of Motor Insurance** to any person reasonably requiring **You** to do so.

My vehicle is disabled - what should I do?

If **Your** cover is Comprehensive the reasonable cost of removal of **Your** vehicle will form part of **Your** claim against **Your** Insurer, subject to the deduction of any **Excess** applicable. If, however, **You** do not have Comprehensive cover then **You** must make **Your** own arrangements to have the vehicle removed at **Your** own expense. If the accident was not **Your** responsibility then **You** may be able to recover the cost from the other party involved.

How do I inform my Insurer of the accident?

Call the Customer Claim Line telephone number shown on the back cover of this policy. They will arrange for a report form to be sent to **You** for completion and will give **You** initial advice on how the claim may proceed. If **You** are only reporting an accident and do not intend to make a claim

under **Your** policy, it is still necessary to complete an accident report form. **You** should, in these circumstances, place a tick in the box at the top of the form to state that the accident report is for information purposes only.

As a result of the accident, my vehicle has been damaged - can I go ahead and get it repaired?

If **You** have Comprehensive cover and wish to claim under **Your** policy, specific instructions will be given to **You** when **You** contact the **Administrator** to notify them of the accident. **You** should not authorise repairs without **Our** approval. If **You** are not insured for Comprehensive risks then **Your** own damage is not covered under **Your** policy and **You** are therefore free to arrange repairs, at **Your** own expense, at a garage of **Your** choice. If the accident was not **Your** responsibility **You** may be able to recover the cost from the other party involved.

I have now received a report form - what do I do?

Ensure that **You** complete every question on the form - providing as much detail as possible. Date and sign the form where indicated and return to sender. The processing of many claims is substantially delayed by the policyholder failing to provide full information or omitting to include details requested.

Your Questions Answered *continued*

I have received some correspondence relating to the accident - do I answer it myself?

It is a requirement of **Your** policy to notify **Your** Insurer of every letter, claim, writ, summons and any other document that **You** receive. Please forward any correspondence received immediately to **Your** Insurer (do not answer or acknowledge it). **You** must also tell **Us** of any impending prosecution, coroner's inquest or fatal accident inquiry involving any person insured by the policy.

The other party involved in the claim seemed a reasonable person, can I negotiate my claim with them?

No, you should not enter into any negotiation **Yourself** with Third Parties relating to any claim which **You** are making under **Your** own insurance policy.

My vehicle has now been repaired and the garage has asked me to pay them the Policy Excess - should I pay them?

Yes, but only if **You** are satisfied with the quality of the repair. **You** should always obtain a receipt as this will be required if a claim for uninsured losses is to be pursued.

Am I entitled to hire a vehicle whilst my vehicle is off the road?

Not under **Your** policy. If the accident is the fault of someone else and **You** feel it is necessary to hire alternative transport then it may be possible to recover **Your** outlay against the other party. Just because someone damages **Your Vehicle** it does not necessarily mean **You** can go out and hire another vehicle at their expense.

Will the accident affect my 'No Claim Discount'?

It is important to appreciate that **Your** Insurer provides a 'no claim discount' - not a 'no blame discount' - for example, if **Your** vehicle is parked and is hit by another vehicle whose driver leaves the scene without providing his name and address then unfortunately if **You** make a claim under **Your** policy (except for windscreen/glass breakage) **Your** entitlement to a 'no claim discount' will be affected. However, this would not have been so if **Your** Insurer had been able to recover their outlay in full from the guilty party. If **You** enjoy 'no claim discount protection' under **Your** policy **Your** entitlement will not be affected provided **You** have not exceeded the permitted number of claims. **You** should refer to the 'no claim discount' clause on **Your** policy **Schedule** and if **You** are in any doubt please ring the **Administrator**.

My windscreen has been smashed - how can I arrange for a replacement?

Providing windscreen/glass is covered by **Your** policy **You** can:

Your Questions Answered *continued*

a) Contact our approved glass repairer for a replacement (refer to Part 5 of this policy).

You will be required to pay the first £50 of the replacement costs and our approved glass repairer will invoice **Your** Insurer for the balance. This **Excess** is not payable if the glass is repaired and not replaced.

b) Pay for the repair/replacement and claim back the cost, less the **Excess** from **Your** Insurer. If **You** chose not to use our

approved glass repairer then **You** must obtain a claim form from the

Administrator and then send this to **Your** Insurer, fully completed, together with the receipted account for repair/replacement. **Your** Insurer will then reimburse, less the **Excess**, up to a maximum value of £150 in respect of any one occurrence.

26

My Insurer tells me my vehicle is a 'write-off' - how much should I settle for?

Many people think that if their vehicle is a 'write-off' they are entitled to sufficient money to be able to purchase a similar vehicle from the Motor Trade. In fact, the basis of motor insurance 'write-off' payment is for the Insurer to pay the Insured the amount of money that could have reasonably been expected for the sale of the vehicle on the open market immediately prior to the damage occurring. If, however, **Your** vehicle is within one year of its first registration by **You** please refer to **Your** motor insurance policy. With certain Insurers **Your** entitlement is limited to the **Market Value of Your Vehicle**. If this limit applies then **Your** policy **Schedule** will have been endorsed accordingly.

The damage to my vehicle is not severe - should I claim?

There are many considerations which **You** should take into account - such as the policy **Excess** which will be deducted, the potential loss of **Your** 'no claim discount', whether or not the other party is going to claim against **Your** policy - which may affect **Your** discount entitlement. **You** have a duty to inform the **Administrator** of the incident and if **You** have any doubts over whether **You** should claim or not this would be an opportune time to discuss it with them.

An 'uninsured loss' is as it sounds - a loss sustained for which **You** carry no insurance. Examples of these are: **Your Excess** under a Comprehensive motor policy, damage caused to **Your** vehicle by another party when **You** do not have Comprehensive cover and the hire of another vehicle whilst **Yours** is being repaired.

Who will assist me to recover my 'uninsured losses'?

If **You** have chosen this optional cover **You** are automatically a member of Ultimate Insurance Solutions Motor Legal Protection. Ultimate Insurance Solutions will help **You** to recover **Your** losses if **You** were not at fault for the accident.

Your Questions Answered *continued*

How do I inform Ultimate Insurance Solutions of the 'uninsured losses' that I wish them to recover?

When **You** phone the claims department to report **Your** accident, a member of staff will discuss with **You** any injuries that **You** may have suffered and how to claim back any uninsured losses. The claims staff will automatically notify Ultimate Insurance Solutions on **Your** behalf, who will then contact **You** to discuss **Your** claim.

Alternatively, before returning **Your** report form to **Your** own Insurer, **You** should take a copy and send it to Ultimate Insurance Solutions, Floor 5, The Connect Centre, Kingston Crescent, Portsmouth PO2 8QL. Ultimate Insurance Solutions will then proceed against the **Third Party** - including taking them to court if necessary. All costs (up to a limit) incurred in pursuing the **Third Party** are met by Ultimate Insurance Solutions. As **You** may not receive accounts for uninsured losses until some time after the accident **You** are recommended to send a copy of **Your** report form to Ultimate Insurance Solutions stating that details of the claim will follow. In any event, **Your** claim should be reported to Ultimate Insurance Solutions within 180 days of the date of the incident giving rise to **Your** claim and by reporting the incident at an early stage Ultimate Insurance Solutions

will be able to commence their own enquiries and this will help in avoiding delays. It is recommended that **You** keep copies of all correspondence.

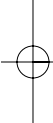
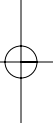
In addition a Legal Helpline is available to **You** for advice on any private legal problem by telephoning **01775 724141**. There is nothing to pay beyond the cost of the call.

In the first instance, do I have to pay for my 'uninsured losses'?

Yes. **You** cannot attempt to recover monies that **You** have not spent. We recommend that **You** keep these expenses to an absolute minimum as **You** may have to establish in Court that they are fair, reasonable and necessary. Just because someone else damages **Your** vehicle it does not necessarily mean that **You** can go out and hire another vehicle at their expense. If it is absolutely necessary to hire another vehicle **You** should not hire an alternative vehicle of similar quality when another vehicle at lower hiring costs will satisfy **Your** needs in the short term.

You should also keep the period of hire to an absolute minimum.

Note: If You have any problems or enquiries please contact the Administrator on their Customer Claim Line telephone number shown on the back cover of this policy.



useful telephone numbers

customer service **0870 606 1369**

claims **0870 606 1365**

renewals **0870 606 1363**

Opening Hours:
Monday to Friday 8.00am to 8.00pm,
Saturday 9.00am to 2.00pm

Glass Helpline
0844 561 1733

www.masterquote.co.uk



www.masterquote.co.uk