

# commercial insurance policy



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# 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.

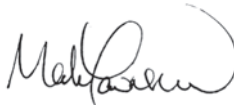
The **contract** will be in force for any **period of insurance** for which **you** have paid or agreed to pay and **we** have accepted or agreed to accept the premium.

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



**Mark Townsend**  
Managing Director  
(Authorised Signatory) BDML Connect Ltd

# What the terms mean:

## Administrator

BDML Connect Limited  
1000 Lakeside North Harbour  
Western Road  
Portsmouth  
PO6 3EN  
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 **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**.

## Statement of Insurance

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](http://www.fsa.gov.uk) or the Financial Services Authority can be contacted on 0845 606 1234.**

# How to identify your cover

## COMPREHENSIVE

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If **your schedule** says that **you** have Comprehensive cover - then all parts of this document apply.

## THIRD PARTY FIRE & THEFT

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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.

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Part 2: Fire, Theft or Attempted Theft

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## THIRD PARTY ONLY

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**your** Questions Answered

# 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 thoroughfare 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

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(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**.

# Conditions

## Cancelling 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 instalment. 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.

## 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.

# 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.

# 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  
1000 Lakeside North Harbour  
Western Road  
Portsmouth  
PO6 3EN**

**email: [complaints@bdml.co.uk](mailto: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 Market Services  
One Lime Street  
London EC3M 7HA**

**Tel: 020 7327 5693  
Fax: 020 7327 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: 0300 123 9123  
Fax: 020 7066 1099**

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**

If **your insurer** or **administrator** were unable to meet **our** obligations **you** might be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Further information about the Scheme is available from the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk) or by calling **us**.

# Optional Motor Legal Protection

**Your policy schedule will indicate if you have taken out the cover under this part of the policy.**

**Cover under this part of the policy is administered by Highway Insurance Company Limited, Trading as Highway Insurance.**

If you are involved in a motor accident, we are here to help you 24 hours a day, 365 days a year.

Motor accidents are always stressful, particularly if you or a passenger has been injured. The last thing you need is a long and expensive legal dispute to worry about.

This is where Motor Legal Expenses Insurance can help. If you are involved in an accident which is caused by a third party you have a legal right to claim back your uninsured losses from the person who caused the accident.

## Uninsured losses can include the following:

Compensation for you if you are injured, or compensation for your family in the event that you incur fatal injuries.

Your policy excess that you may have to pay under your comprehensive motor policy. If we can recover your losses in full, your no claims bonus should not be affected.

Reasonable hire charges for a replacement vehicle while yours is being repaired or

compensation for you not being able to use your vehicle.

Accident repair costs if you do not have comprehensive insurance cover.

Compensation for damage to your clothes, luggage or personal belongings.

## What to do after an accident

If you are involved in an accident, remember to write down as many details as possible, including the names and addresses of anyone who may have seen the accident. Let **us** have this information as soon as you can by calling **us** on the number on the back cover of this booklet, 24 hours a day, 365 days a year.

## Definitions

The following words or phrases have the same meaning wherever they appear throughout this policy.

**Approved Charges** - Any liabilities incurred by an Insured Person under schemes **we** have approved for the provision of services reasonably required as a consequence of a **qualifying accident** and where **we** have consented in advance in writing to such services being provided.

### Claim

An Insured Person's claim for reimbursement of uninsured losses, costs and/or compensation resulting from a **qualifying accident**.

### Insured Person

**You** and any passenger in the **insured vehicle** or any other person authorised by you to drive the Insured Vehicle.

## Insured Vehicle

Any motor vehicle which you own or for which you are legally responsible including any caravan or trailer properly constructed to be towed by such a vehicle and attached to it by normal means.

## Legal Costs

a All reasonable and necessary costs chargeable by the **representative** on a standard basis, or in accordance with the Predictable Costs scheme if this applies, up to the **limit of indemnity**.

Explanatory note: The Predictable Costs scheme applies to road traffic accidents in England & Wales which are settled by negotiation before court proceedings are issued for claims up to the value of £10,000. The rules set out how legal fees are calculated for these cases.

b **We** will also pay the costs incurred by any **Third Party** in civil cases if the **Insured Person** has been ordered to pay them, or pays them with **our** agreement, up to the **Limit of Indemnity**.

## Limit of Indemnity

The most **we** will pay for all legal expenses for any claim or claims arising from one incident will be indicated on your policy schedule.

## 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.

## Qualifying Accident

An accident, occurring in Great Britain, Northern Ireland, the Isle of Man, the Channel Islands or a member state of the European Union, which causes loss or damage to an **insured vehicle** or it's

contents or injury to an **insured person**, which **we** reasonably believe could be shown to have been caused to a greater extent by the fault of the **third party** than by the fault of the **insured person** except for a claim for **approved charges** in which case **we** must reasonably believe it could be shown to have been caused solely by the **third party**.

## Representative

A solicitor, counsel or claims handler whom **we** approve, appointed under the terms and conditions of this policy to pursue the **claim**.

## Third Party

The driver(s), owner(s) or any other person(s) responsible for a vehicle insured against third party risks (other than the driver of the **insured vehicle**).

## We, our, us

Highway Insurance Company Limited trading as Highway Insurance.

## You, your

The person named as the policyholder.

## Data Protection Notice

This Data Protection Notice explains how **we** may use your details. It tells **you** about the registers and databases that **we** and others have in place, which help to detect and prevent fraudulent applications and claims, and must be shown to any party related to the insurance.

All phone calls relating to applications and claims may be monitored and recorded and the recordings used for fraud prevention and detection, training and quality control purposes. Subject to the provisions of the Data Protection Act 1998, **you** are entitled, on payment of a small fee, to receive a copy of the information **we** hold about **you**.

Any information **you** give **us** will be used by Highway Insurance Company Limited and **we** may also share this information with other members of the Liverpool Victoria group of companies to inform **you** by letter, telephone or e-mail of other products which may be of interest to **you**.

If **you** do not wish to receive any marketing literature or if **you** have any queries, or would like more information about this Notice, please write to: The Customer Care Department, Highway Insurance, Highway House, 171 Kings Road, Brentwood, Essex, CM14 4EJ. E-mail: [customercare@highway-insurance.co.uk](mailto:customercare@highway-insurance.co.uk)

## Detecting and Preventing Fraud and Confirming Claims History

In order to keep premiums as low as possible for all **our** customers **we** participate in a number of industry initiatives to aid the prevention and detection of crime, especially insurance related fraud. When **you** tell **us** 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 **our** group, companies providing services to **us**, other insurers and other fraud and associated agencies. In addition, **we** 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 with the claim. If **you** give **us** false or inaccurate information and/or make or attempt to make a fraudulent claim, this information will be recorded on the registers.

**We** 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 **us** with other satisfactory proof of identity, and undertake credit searches and additional fraud searches.

For more information about the Data Protection Act **you** may also write to the Office of the Information Commissioner at Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF. Telephone: 0845 630 6060 E-mail: [mail@ico.gsi.gov.uk](mailto:mail@ico.gsi.gov.uk).

## How To Make A Complaint

**We** aim to provide a high standard of service but if **you** are not satisfied with the service **you** receive **you** should in the first instance contact customer services on the telephone number shown on the back cover of this policy.

If **you** remain dissatisfied **you** should contact the Customer Care Department, Highway Insurance, Highway House, 171 Kings Road, Brentwood, Essex. CM14 4EJ. Telephone: 01277 266376. E-mail [customercare@highway-insurance.co.uk](mailto:customercare@highway-insurance.co.uk)

If **we** cannot resolve your complaint, **you** may refer your complaint to the Financial Ombudsman Service within six months of receiving **our** final response letter. The address is: Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR.

Telephone: 0845 080 1800  
or 0300 123 9 123 (from mobile or non BT lines) E-mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Making a complaint will not affect your right to take legal action. A copy of Highway's compliant handling procedure is available on request.

## Financial Services Compensation Scheme

If **we** are unable to meet **our** liabilities to **our** policyholders, **you** may be able to claim compensation from the Financial Services Compensation Scheme (FSCS). The level of compensation differs depending on the type of cover:

Compulsory insurance, (e.g. third party motor), is covered for 100% of the claim.

Non compulsory insurance, (e.g. home insurance), is covered for 90% of the claim.

Further information can be obtained from: Financial Services Compensation Scheme, 7th Floor, Lloyds Chambers, Portsoken Street, London, E1 8BN. Telephone 020 7892 7300 or e-mail, [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)

## Authorisation

Highway Insurance Company Limited is authorised and regulated by the Financial Services Authority under registration No. 202972. **You** can check this on the FSA's register by visiting the FSA's website [www.fsa.gov.uk](http://www.fsa.gov.uk) or by contacting the FSA on 0845 606 1234.

## Cancellation

**We** hope **you** are happy with the cover this policy provides. However, **you** have the right to cancel it within 14 days of receiving the policy, without giving any reason, by returning the policy documentation.. If **you** do cancel in the first 14 days **we** will refund any premium paid subject to no **claim** being made on the policy.

**You** may cancel the policy at any time outside this 14 day period by returning your policy documentation. However, no refund of premium will be given.

## Contracts (Right of Third Parties) Act 1999

Apart from **us**, **you** are the only person who may enforce all or part of this policy and the rights and interests arising from or connected with it. This means that the Contracts (Right of Third Parties) Act 1999 does not apply to this policy in relation to any third party rights or interests.

## What is covered

Uninsured Loss Recovery and Personal Injury **we** will negotiate to recover the **insured person's** uninsured losses and costs following a collision between the **insured vehicle** and another vehicle which:

- a Causes damage to the **insured vehicle** or to personal property in it; or
- b Injures or kills the **insured person** while he or she is in or on the **insured vehicle**.

Provided that:

- i The incident occurs in Great Britain, Northern Ireland, the Isle of Man, Channel Islands or a member state of the European Union; and
- ii Any legal proceedings will be dealt with by a court, or other body that **we** have agreed to, in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

**We** will also cover an **insured person** for:

1 **Approved charges** in respect of any hire vehicle or vehicle repairs agreed by **us** in writing when an **insured person** is required to pay them if the **approved charges** have not by then been recovered from the **third party**, and

2 Any **legal costs** agreed by **us** in writing which, after using reasonable endeavours, are not recovered from the **third party**, and

3 The **third party's legal costs**.

Subject in each case to the terms and conditions of this policy up to the **limit of indemnity**.

When **we** cannot help **we** will not be able to help **you** unless **we** think it is more likely than not your uninsured losses can be recovered.

Please do not ask for help from a solicitor or hire a vehicle before **we** have agreed. If **you** do, **we** will not pay the costs involved even if **we** do accept the claim.

## Exclusions

1 A claim where any of the following apply:

a At the time of the **qualifying accident** the **insured vehicle** was being driven in circumstances constituting a criminal offence (whether or not prosecution ensued) and **we** consider that the **claim** has been prejudiced as a result; or

b Any costs or hire charges arising from incidents which your motor insurer refuses to cover **you** for or which result in the cancellation of your motor insurance; or

c The **insured person** in **our** reasonable opinion prejudices any **claim**; or

d The **insured person** unreasonably fails to accept the advice of the **representative**.

2 Any liabilities incurred by an **insured person** arising from a claim or counterclaim against them whether or not resulting from a **qualifying accident**.

3 Any **qualifying accident** that took place prior to the **period of insurance**.

4 Any **claim** reported to **us** more than 90 days after the **qualifying accident**.

5 Any **claim** resulting from an incident that occurs outside of Great Britain, Northern Ireland, the Isle of Man, or the Channel Islands or a Member State of the European Union.

6 Any **claim** if **we** reasonably consider that **you** have failed to disclose any material facts.

7 Any **claim** which **we** consider has insufficient prospects of success or where your interests can be better served by other means.

8 Any **legal costs** for any period subsequent to a refusal by the **representative** to act further for the **insured person** for a reason, which **we** consider, is justified unless **we** agree to another **representative** being instructed.

9 Any **claim** arising out of a deliberate act or omission or which is found to **our** satisfaction to be of a fraudulent nature.

10 Any **claim** relating to or resulting from any contract involving the **insured vehicle**.

- 11 Any **claim** arising from the theft or attempted theft of the **insured vehicle**.
  - 12 Any **claim** where the **third party** cannot be traced or identified.
  - 13 Any **legal costs** incurred prior to notification of the **qualifying accident** to **us**.
  - 14 Any liabilities that can be recovered under any other insurance.
  - 15 Any tax an **insured person** can recover in any other way.
  - 16 Fixed penalties, fines and exemplary damages awarded against an **insured person**.
  - 17 Any dispute arising from defective repairs, mechanical breakdown or general maintenance of the **insured vehicle**.
- d Comply fully with the terms and conditions of the agreement with any service provider or supplier agreed by **us** and cooperate with them, **us** and the **representative**;
  - e Disclose to **us** promptly all information **we** request concerning the **claim** and instruct the **representative** to do the same;
  - f Have your **legal costs** or the **third party's legal costs** taxed, assessed or audited, if requested to do so;
  - g Tell **us** or the **representative** at once of all offers **you** receive to settle all or part of the **claim** and **you** must not accept any offer without **our** written consent;
  - h Attend court if requested to do so;
  - i Always act in good faith with **us**, any **representative** and any service provider or supplier agreed by **us**;
  - j Do anything else **we** may reasonably require;
  - k Instruct the **representative** to do anything else **we** may reasonably require;
  - l Pay **us** any monies **you** receive in respect of sums that **we** have paid under the terms of this policy.

## General Conditions

For the purpose of these conditions any reference to **you** or your shall be deemed to include any **insured person**

- 1 **You** must
  - a Take reasonable steps to minimise the amount of a **claim**;
  - b Notify **us** immediately if **you** become aware that as a result of the **qualifying accident** civil or criminal proceedings may be issued against **you**;
  - c Send **us** or the **representative** all letters, notices and communications **you** receive regarding the **claim** and/or **qualifying accident**;
- 2 **We** may
  - a Even before (i) full and final settlement of a **claim** or (ii) any payment is made hereunder, or (iii) after payment of a sum pursuant to clause 2c, exercise all rights and clauses accruing to **you** and take over and conduct in your name the

prosecution, pursuit or settlement of any **claim** and/or the defence of any claim made against **you** arising out of a **qualifying accident**;

- b Refuse any further cover if **you** do not accept what is a reasonable offer to settle a **claim**;
- c Pay **you** all or part of the amount of a **claim** and if so, **we** may choose whether or not to pursue recovery of that sum;
- d Cancel this insurance by giving **you** 21 days written notice and refund an appropriate proportion of the premium; this will not affect any **claims** being handled by the **representative** before cancellation;
- e Settle a **claim** on such terms as **we** consider fit even if this means that **you** are unable to pursue losses arising from the **qualifying accident** if **you** fail to give instructions to **us** or the **representative** despite three written requests;
- f Pay any cheques made out in your name into **our** bank account if they include any amount covered by this policy, even if they are marked 'Account Payee Only' or similar or include other money due to **you**. If this happens **we** will immediately send the other money to **you**;

### 3. Insufficient Prospects of Success

If at any time **we** consider a **claim** has insufficient prospects of success or your interests can be better served by other means

**we** shall write to **you** explaining **our** decision and **we** will not be required to make any further payment in respect of **legal costs**. If there is no barrister's opinion which supports **our** view, then within seven days of receiving **our** letter **you** may write to **us** to obtain one at your expense. If that opinion does not support **our** view **we** will continue the cover for **legal costs** and pay the cost of the opinion.

### 4. Additional conditions applicable to Claims for Legal Costs

Without restricting **our** rights in General Condition 2a, **you** must instruct **our** choice of **representative** up to the time when legal proceedings are in prospect, but if **we** agree to these taking place **you** may at any time prior to the issue of proceedings nominate a solicitor who will comply with **our** standard terms of instruction to be the **representative**. In making your nomination **you** must have regard to the duty to keep the costs of your **claim** to a minimum. **We** may then ask **you** to nominate an alternative or offer **you** a choice of at least two other solicitors.

**We** will notify **you** promptly if at any time **we** consider **our** interests conflict with yours and **you** will then be able to nominate a solicitor in accordance with this paragraph.

### 5. Arbitration

If there is a dispute between **you** and **us**, relating to this policy, either side may refer it to the arbitration of a single arbitrator who will be either a solicitor or a barrister, to be agreed between **you** and **us**, failing

agreement, the Law Society shall name an arbitrator whose decision shall be final and binding on both sides. The arbitration will be governed by the rules set out in the Arbitration Acts then in force. Whoever loses the arbitration must pay all the costs involved. If the decision is not clearly made against the **insured person** or **us**, the arbitrator will decide how **you** and **we** will share the costs.

## 6. Jurisdiction

**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** reside at the inception of the contract (or, in the case of a business, the law of the country in which the registered office or principal place of business is situated) will apply. If **you** are not resident (or, in the case of a business, the registered office or principal place of business is not situated) in England or Wales, Scotland, Northern Ireland, Channel Islands or the Isle of Man the law which will apply is the law of England and Wales.

# 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 **you** cannot do this at the time of the*

# Your Questions Answered *continued*

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.

## 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,

# Your Questions

## Answered *continued*

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:

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.

# Your Questions Answered *continued*

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 £1.50 in respect of any one occurrence.

## 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'?

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.

In the event of a non-fault accident details of **your** claim will automatically be passed to **our** solicitors and hire and repair provider to enable them to deal with **your** claim.

In addition a Legal Helpline is available to **you** for advice on any private legal problem by telephoning 0844 770 1061. There is nothing to pay beyond the cost of the call.

# Your Questions Answered *continued*

## 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	0844 335 1028
claims	0844 335 0468
renewals	0844 335 1527

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

**Glass Helpline**  
**0844 561 1733**

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